

## AGENDA

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

Wednesday, August 10, 2016 at 9:30 a.m.

Baldwin Hills Recreation Center  
5401 Highlight Place  
Los Angeles, CA 90016

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

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

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

#### 1. CALL TO ORDER AND SPECIAL PRESENTATIONS

- Special Introduction and Opening Remarks by Council President Herb J. Wesson Jr.'s Office, Tenth Council District
- Introduction of Baldwin Hills Recreation Center Staff

#### 2. APPROVAL OF THE MINUTES

- Approval of Minutes for the Regular Meeting of July 13, 2016

#### 3. NEIGHBORHOOD COUNCIL COMMENTS

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

#### 4. BOARD REPORTS

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|--------|---|
| 16-166 | Roger Jessup Community Garden – Supplemental Agreement to Agreement No. 3400 with Youth Speak Collective to Extend the Term |
| 16-167 | Oakridge Residence – Memorandum of Understanding with Friends of Oakridge   |
| 16-168 | Culver/Slauson Park – Cellular Equipment Installation; Approval of Site Lease Agreement with AT&T                           |

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- 16-169 Barrington Recreation Center – Revocable License Agreement with the United States Department of Veterans Affairs (USDVA) for the Operation and Maintenance of the Barrington Recreation Center Expansion; Renaming of the Barrington Recreation Center Expansion on USDVA Land to Veterans’ Barrington Park; Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 1(14) and Class 11(1,3 and 6) of the City CEQA Guidelines
- 16-170 Mt. Lee/Griffith Park Expansion (PRJ21021) (Los Angeles County Assessor’s Parcel Number 5581-010-003) – Final Authorization to Acquire Property for Park Purposes; Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article 19, Section 15325, Class 25(f) of the State CEQA Guidelines
- 16-171 50 Parks Initiative – Nevin Avenue Park (PRJ20833) Project – 1531 East 32<sup>nd</sup> Street and 1527 East 32<sup>nd</sup> Street – Final Authorization to Acquire Property and Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article 19, Sections 15301 Class 1(L), 15303 Class 3(E), 15325 Class 25(F) , and 15330 Class 30 (B)(5) of the State CEQA Guidelines
- 16-172 Penmar Golf Course – Final Approval of Proposed Water Pipeline Installation Project; Granting an Easement for the Proposed Pipeline; Issuance of a Right-of-Entry Permit; Replacement Park Improvements; and Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 1(14), Class 3(5), Class 4(3), and Class 5(30) of the City CEQA Guidelines
- 16-173 Heating, Ventilation, and Air Conditioning (HVAC) System and Building Mechanical System Improvements at Various Facilities – Appropriation from Unreserved and Undesignated Fund Balance in Fund 302; Allocation of Quimby and Zone Change Fees; Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 1(1,4) and Class 2(6) of the City CEQA Guidelines
- 16-174 Venice Beach – New Skate Park (PRJ1029C) Project and Venice Beach – Pier Refurbishment (PRJ20587) Project – Allocation of Quimby Fees
- 16-175 Westwood Gardens Park – Outdoor Park Improvements (PRJ20637) Project; Allocation of Quimby Fees
- 16-176 Evergreen Recreation Center – Facility Improvements (W.O. #E170382F) Project – Approval of Final Plans and Call for Bids and Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 1(1,32)
- 16-177 Stonehurst Recreation Center – Facility Upgrades (W.O. #E170243F) Project – Approval of Final Plans and Call for Bids; Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 1(1) of the City CEQA Guidelines



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- 16-178 Griffith Park – Synthetic Soccer Fields (PRJ21033) Project and Mar Vista Recreation Center – Synthetic Soccer Field Replacement (PRJ21034) Project – Los Angeles Department of Water and Power Water Conservation Rebate – Assignment of Funds; Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 2 of the City CEQA Guidelines
- 16-179 109<sup>th</sup> Street Pool and Bathhouse Replacement Project (PRJ1501P) (W.O. #E1906494) – Acceptance of Stop Payment Notice and Release of Stop Payment Notice on Construction Contract No. 3462
- 16-180 MacArthur Park – Park Rehabilitation and Lighting (PRJ20879) – Acceptance of Stop Payment Notice and Release of Stop Payment Notice on Construction Contract No. 3466
- 16-181 Appropriation from Unreserved and Undesignated Fund Balance in Fund 302 to Various Accounts in the Department of Recreation and Parks
- 16-182 As-Needed Sewer Tie Construction, Retrofit, Maintenance, and/or Repairs Request for Qualifications – Award of Contracts
- 16-183 Runyon Canyon Park – Basketball Court Improvement Settlement Project – Authorization of Reimbursement to Pink Dolphin Clothing, LLC for Design Services, Completed Work and Purchased Materials

5. CLOSED SESSION

- 16-184 Westminster Senior Citizen Center – Minor Maintenance and Americans with Disabilities Act (ADA) Improvements Project; Issuance of Temporary Right-of-Entry Permit to the Los Angeles Homeless Services Authority for a Temporary Storage Facility for the Storage of the Personal Belongings of Homeless Persons and Homeless Service Information Center; Categorical Exemption from the California Environmental Quality Act (CEQA) Pursuant to Article 19, Section 15301, Class 1(a) and Section 15303, Class 3(c) of the State CEQA Guidelines. The Board may recess into closed session to confer with its legal counsel pursuant to Government Code section 54956.9(d)(2), (e)(3), based on written communications threatening litigation.

6. CONTINUED BOARD REPORTS

- 16-077 Fence and Wall Installation, Maintenance and/or Repairs – Request for Qualifications (Original Date – March 16, 2016)

7. COMMISSION TASK FORCE UPDATES

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

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8. GENERAL MANAGER'S DEPARTMENT REPORT AND UPDATES

- Various Communications Report
- Informational Report on Department Activities and Facilities
- Informational Update on the Greek Theatre

9. PUBLIC COMMENTS

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

10. FUTURE AGENDA ITEMS

Requests by Commissioners to Schedule Specific Future Agenda Items

11. NEXT MEETING

The next scheduled Regular Meeting of the Board of Recreation and Park Commissioners will be held on Wednesday, September 7, 2016, 9:30 a.m., at EXPO Center, 3980 South Bill Robertson Lane, Los Angeles, CA 90037.

12. ADJOURNMENT

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

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

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

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

from Downtown Los Angeles	(213) 621-CITY (2489)
from West Los Angeles	(310) 471-CITY (2489)
from San Pedro	(310) 547-CITY (2489)
from Van Nuys	(818) 904-9450

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

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

## REGULAR MEETING MINUTES

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

Wednesday, July 13, 2016

The Board of Recreation and Park Commissioners of the City of Los Angeles convened the Regular Meeting at Lake View Terrace Recreation Center at 9:30 a.m. Present were President Sylvia Patsouras, Vice President Lynn Alvarez, Commissioner Misty M. Sanford, and Commissioner Iris Zuñiga. Also present were Michael A. Shull, General Manager, and Deputy City Attorney III Strefan Fauble.

The following Department staff members were present:

Anthony-Paul Diaz, Executive Officer and Chief of Staff  
Vicki Israel, Assistant General Manager, Partnership and Revenue Branch  
Kevin Regan, Assistant General Manager, Operations Branch  
Ramon Barajas, Assistant General Manager, Planning, Construction and Maintenance Branch  
Noel Williams, Chief Financial Officer, Finance Division

#### CALL TO ORDER AND ELECTION OF BOARD OFFICERS FOR FISCAL YEAR 2016-17

Commissioner Alvarez nominated Commissioner Patsouras for the Office of President, which was seconded by Commissioner Sanford. There being no objections, Commissioner Patsouras was re-elected to the Office of President.

Commissioner Patsouras nominated Commissioner Alvarez for the Office of Vice President, which was seconded by Commissioner Sanford. There being no objections, Commissioner Alvarez was re-elected to the Office of Vice President.

#### SPECIAL PRESENTATIONS

Charles Singer, Superintendent of Valley Region, introduced Department staff and provided background and programming information regarding the Lake View Terrace Recreation Center.

Gibson Nyambura, Field Deputy of Councilmember Felipe Fuentes' Office, welcomed the Board and audience to the Seventh Council District.

#### APPROVAL OF THE MINUTES

Commissioner Zuñiga moved that the Board approve the Minutes of the June 15, 2016 Special Meeting and the June 24, 2016 Special Meeting, which motions were seconded by Commissioner Alvarez. There being no objections, the Motions were unanimously approved.

#### NEIGHBORHOOD COUNCIL COMMENTS

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

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BOARD REPORTS

Vice President Lynn Alvarez recused herself and left the Meeting prior to the Board's consideration of General Manager's Report No. 16-165.

16-165 – TAKEN OUT OF ORDER

ELYSIAN PARK – MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF RECREATION AND PARKS AND THE LOS ANGELES DEPARTMENT OF WATER AND POWER FOR THE ELYSIAN RESERVOIR WATER QUALITY IMPROVEMENT PROJECT; ACCEPTANCE OF TRANSFER OF FUNDS TO THE COMMUNITY PARKS ENHANCEMENT FUND

Thomas Gibson, Landscape Architect II of the Planning, Construction and Maintenance Branch, presented Board Report No. 16-165 for approval of a proposed Memorandum of Understanding (MOU) between the Department of Recreation and Parks and Los Angeles Department of Water and Power (LADWP) which specifies the terms and conditions for the use of funding provided by the LADWP for the Department's operation of the Community Parks Enhancement program; authorization to receive \$12,500,000.00 from LADWP for the Community Parks Enhancement Fund; authorization for the Department's Chief Accounting Employee to establish a new account in Fund No. 205, Department No. 88, with the Account name as Community Parks Enhancements Fund; and appropriation of \$12,500,000.00 upon interdepartmental transfer from LADWP. The Board and Department staff discussed that any specific projects to be funded by the Community Parks Enhancements Fund will be presented for the Board's consideration at a later date.

Public comments were invited for the Board Reports. Ten requests for public comment were submitted for Board Report No. 16-165, and such comments were made to the Board. Arturo Chavez, Chief of Staff of Councilmember Gilbert Cedillo's Office, spoke in support of the proposed MOU for the interdepartmental transfer of funds to the Community Parks Enhancements Fund as presented. Christine Peters, Policy Advisor of Councilmember Mitch O'Farrell's Office, spoke in support of amending the MOU language to prioritize the use of funding from the Community Parks Enhancements Fund for improvements in Elysian Park as identified in the Elysian Park Master Plan.

President Patsouras requested a Motion to approve Board Report No. 16-165 as presented. Commissioner Sanford moved that Board Report No. 16-165 be approved, and that the Resolutions recommended in the Report be thereby approved. Commissioner Zuñiga seconded the Motion. There being no objections, the Motion was unanimously approved by the following vote: Ayes, Commissioners Sanford, Zuñiga, and President Patsouras – 3; Nays, None.

Vice President Alvarez returned to the Meeting subsequent to the Board's approval of Board Report No. 16-165.

16-147

GRIFFITH PARK PONY RIDE CONCESSION – AWARD OF CONTRACT TO LOS ANGELES PONY RIDES, INC. (CON-M16-001)

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Matthew Rudnick, Chief Sustainability Officer, presented Board Report No. 16-147 for approval of the proposed Agreement with Los Angeles Pony Rides, Inc. for the operation and maintenance of the Griffith Park Pony Ride Concession (Concession) for a five-year term with three one-year renewal options exercisable at the General Manager's sole discretion; approval of the proposed Price List for the Griffith Park Pony Ride Concession; approval of the finding in accordance with City Charter Section 1022, that it is necessary, feasible and economical to secure such services by contract as the Department lacks sufficient and necessary personnel to undertake these specialized professional services; approval of the finding pursuant to Charter Section 371(e)(10), and Los Angeles Administrative Code Section 10.15(a)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for the improvement, operation and maintenance of the Griffith Park Pony Ride Concession; and authorization for the General Manager or Designee to execute the proposed Agreement and make any necessary technical changes consistent with the Board's intent in approving the proposed Agreement. The Board and Department staff discussed the proposed Price List for the Griffith Park Pony Ride Concession and the Community Outreach provision included in the Agreement which requires that the Concessionaire develop strategies in coordination with the Department to provide services that include all members of the community, including constituents living in low-to-moderate income areas, fixed-income households, etc. that would not otherwise partake in the services provided by the Concessionaire. The Board and Department staff also discussed the anticipated revenue from the Concession.

Steve Weeks of Los Angeles Pony Rides, Inc. presented on the planned concession improvements which include a remodeled ticket office, petting zoo, pony coral, sales kiosk, landscaping improvements, birthday party pavilion, and a video security system.

16-148

BELLEVUE RECREATION CENTER – RELEASE OF REQUEST FOR PROPOSALS FOR THE MANAGEMENT AND OPERATION OF A RECREATIONAL CHILD DEVELOPMENT AND CHILDCARE CENTER

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Vicki Israel, Assistant General Manager of the Partnership and Revenue Branch, presented Board Report No. 16-148 for approval of the Request for Proposals (RFP) for the Management and Operation of a Recreational Child Development and Childcare Center at Bellevue Recreation Center. The Board and Department staff discussed extending the time between the RFP release date and proposal submittal deadline from 40 days to 60 days to allow respondents sufficient time to complete the compliance documentation, expanding outreach to additional service providers, and extending the proposed Contract term from a five-year term with one five-year extension option up to a ten-year term with extension options as deemed appropriate by Department staff. The Board and Department staff also discussed amending the minimum operating criteria included in the Admissions and Enrollment Policy to clarify that priority for admittance is given to children residing within a five-mile radius of Bellevue Recreation Center regardless of income status, that low-income applicants residing within the five-mile radius would be given scholarship priority, and low-income scholarships must be offered to all eligible participants regardless of their residence radius.

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Public comments were invited for Board Report No. 16-148. One request for public comment was submitted, and such comments were made to the Board.

Commissioner Alvarez moved that the Board authorize Department staff to adjust the initial Contract term up to ten years exercisable at the sole discretion of the Department, and authorize Department staff to clarify the Admissions and Enrollment Policy included in the proposed RFP and Contract to appropriately reflect the Department's intent to give priority for admittance to all participants residing within a five-mile radius of Bellevue Recreation Center regardless of income or scholarship status, and offer low-income scholarships to eligible children residing beyond the five-mile radius with scholarship priority given to low-income applicants residing within the five-mile radius. President Patsouras also requested a Motion to approve Board Report No. 16-148 as amended. Commissioner Sanford seconded the Motion. There being no objections, the Motion was unanimously approved.

16-149

JOY PICUS CHILD CARE CENTER – TUITION RATE AND FEE INCREASE

Joel Alvarez, Senior Management Analyst I of the Partnership Division, presented Board Report No. 16-149 for approval of a 3.5% tuition rate and fee increase for the Joy Picus Childcare Center located within City Hall South pursuant to Contract No. 3538 between the City of Los Angeles and Mount Washington Preschool and Childcare Center, Inc.; and approval of the proposed monthly tuition rates and fees for 2016-17 presented with the Report, to be effective August 1, 2016. Executive Director Tamara Brown of the Joy Picus Childcare Center discussed that the tuition rate and fee increase for the Fiscal Year 2016-17, which is due to an increase in employee salaries so that they can pay them for higher education requirements to maintain compliance with the National Association for the Education of Young Children (NAERYC) accreditation standards.

16-150

ELYSIAN PARK RECREATION CENTER – AMENDMENT TO AGREEMENT NO. 3482 WITH LOS ANGELES THEATRE ACADEMY TO EXTEND THE TERM OF AGREEMENT

Joel Alvarez, Senior Management Analyst I of the Partnership Division, presented Board Report No. 16-150 for approval of the proposed Amendment to Agreement No. 3482 between the City of Los Angeles and Los Angeles Theatre Academy, to extend the term of Agreement No. 3482 from three years to six years to allow the Los Angeles Theatre Academy to continue operation of the Theatre Arts, After School, and Summer Day Camp Programs at Elysian Park Recreation Center.

16-151

PARTNERSHIP DIVISION – DONATION FROM THE NATASHA WATLEY FOUNDATION IN SUPPORT OF A DEPARTMENT OPERATED GIRLS SOFTBALL LEAGUE AT NINE PARK SITES

Vicki Israel, Assistant General Manager, presented Board Report No. 16-151 for acceptance of a donation from Natasha Watley Foundation (NWF), consisting of cash and funding, uniforms, equipment, and in-kind services, with a total estimated value of \$17,771.00 in support of the Department's operation of the 2016 Natasha Watley Softball League; direction to the Department's

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Chief Accounting Employee to deposit in the established Sports Organization Account under Fund 302, Department 89, Account 89703H, Sub-Account NW, all funds received from the NWF for the League; and authorization for the payment of League-related expenses from the Sub-Account. Natasha Watley discussed her background experience as a professional softball player, and her involvement in the Natasha Watley Foundation. General Manager Michael Shull reported on the Department's budget allocation in the amount of \$462,000.00 to the Department's Girls Play Los Angeles Sports Enhancement Program for Fiscal Year 2016-17, some of which will be allocated to the Natasha Watley Softball League.

16-152

GRIFFITH OBSERVATORY CAFÉ – AMENDMENT TO AGREEMENT  
NO. 248 WITH WOLFGANG PUCK CATERING AND EVENTS, LLC;  
EXERCISE AGREEMENT RENEWAL OPTION AND APPROVE  
CAPITAL INVESTMENT

Matthew Rudnick, Chief Sustainability Officer, presented Board Report No. 16-152 for approval of the proposed Amendment to Concession Agreement No. 248 with Wolfgang Puck Catering and Events, LLC (Wolfgang Puck) to exercise the first of two five-year renewal options; approval of the capital improvements to the Griffith Observatory Café and Food Cart Service Concession by Wolfgang Puck valued at \$250,000.00; approval of the finding in accordance with Charter Section 1022 that is necessary, feasible and economical to secure such services by contract as the Department lacks sufficient and necessary personnel to undertake these specialized professional services; and authorization for the General Manager or Designee to make any necessary technical changes to implement the Board's intentions. Representatives of Wolfgang Puck discussed the customer service satisfaction system in place to gather feedback from patrons.

16-153

50 PARKS INITIATIVE – LOS ANGELES RIVER AND ALISO  
CREEK CONFLUENCE PARK PROJECT – FINAL ACCEPTANCE

Darryl Ford, Senior Management Analyst of the Planning, Construction, and Maintenance Branch, presented Board Report No. 16-153 for acceptance of the work performed by the Trust for Public Land under Contract No. C-117818 for the Los Angeles River and Aliso Creek Confluence Park Project; and adoption of the Resolution to authorize the acceptance of the donation of the subject property and funds.

16-154

PERSHING SQUARE PARK AND GARAGE – ESTABLISHMENT  
OF A SPECIAL FUND AND TRANSFER OF APPROPRIATIONS

Noel Williams, Chief Financial Officer, presented Board Report No. 16-154 for adoption of a Resolution to establish an interest bearing Special Fund for Pershing Square Park and Garage to be effective August 1, 2016; authorization for the Department's Chief Accounting Employee to establish new Pershing Square Park and Garage appropriation accounts and transfer of appropriations within the fund on an as-needed basis for the operation of the Pershing Square Park and Garage; authorization for the Department's Chief Accounting Employee to transfer existing funds in various accounts to the newly established Special Fund for Pershing Square Park and Garage; and authorization for the Department's Chief Accounting Employee to make technical corrections

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necessary to implement the intent of the Report. The Board and Department staff discussed the percentages of revenue allocated to each appropriation account within the Pershing Square Park and Garage Special Fund.

16-155

SUMMER NIGHT LIGHTS PROGRAM AND VARIOUS PROGRAMS  
– ARTIST/INSTRUCTOR SERVICES; APPROPRIATIONS WITHIN  
FUND 302 IN THE DEPARTMENT OF RECREATION AND PARKS

Noel Williams, Chief Financial Officer, presented Board Report No. 16-155 for adoption of a Resolution authorizing the use of services of special artists/instructors for the Summer Night Lights Program and other various Programs; authorization for the Department's Chief Accounting Employee to appropriate \$1,688,000.00 from the General City Purpose Fund to the various accounts within the Department; authorization for Department's Chief Accounting Employee to encumber funds for the payment of specialized artists/instructors for the Summer Night Lights Program and other various programs in the amount not to exceed \$180,000.00 for the service period from April 1, 2016 to June 30, 2017; and authorization for the Department's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of the Report.

16-156

ENCUMBRANCE OF FUNDS AND PAYMENTS TO KNORR  
SYSTEMS, INC. AND WATERLINE TECHNOLOGIES, INC. FOR  
SUMMER POOL MAINTENANCE SERVICES

Noel Williams, Chief Financial Officer, presented Board Report No. 16-156 to authorize an encumbrance of funds and payments in the amount not to exceed \$95,000.00 to Knorr Systems, Inc. from Fund 302, Department 88, Contractual Services Account 3040 for summer season pool maintenance services retroactive from July 1, 2016 through September 30, 2016; authorization of an encumbrance of funds and payments in the amount not to exceed \$95,000.00 to Waterline Technologies, Inc. from Fund 302, Department 88, Contractual Services Account 3040 for summer season pool maintenance services retroactive from July 1, 2016 through September 30, 2016; and authorization for the Department's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

16-157

ATHLETIC SURFACE INSPECTION, TESTING AND RELATED  
PROFESSIONAL SERVICES – AWARD OF CONTRACT

Jim Newsom, Senior Management Analyst I of the Finance Division, presented Board Report No. 16-157 for approval of a proposed three-year contract with DMA Sports Design Group, L.L.C. for as-needed athletic surface inspection, testing and related professional services; approval of the finding in accordance with Charter Section 1022, that the Department does not have, available in its employ, personnel with sufficient time or necessary expertise to perform such services as it is more feasible and economical to secure these services by contract on an as-needed basis, without engaging in a new open competitive bidding process for each individual project to be performed; approval of the finding in accordance with Charter Section 371 (e)(2) and Los Angeles Administrative Code Section 1 O.15(a)(2), that a competitive bidding is not practicable or advantageous as it is necessary for the Department to be able to call on contractors to perform the



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as-needed work without engaging in a new competitive process for each individual project to be performed; however, from among as-needed contractors each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor; approval of the finding in accordance with Charter Section 371(e)(10), that use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by the common law and the Charter because there is no single criterion, or price comparison that will determine which proposer can best provide the services required by the Department; approval of the finding, in accordance with Charter Section 372, that obtaining competitive proposals or bids for each individual project is not reasonably practicable or compatible with the Department's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price, and expertise, and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by the Department to perform the services; and approval of the selection process for the selection of qualified firms.

16-158

AS-NEEDED GENERAL PARK BUILDING CONSTRUCTION –  
SUPPLEMENTAL AGREEMENTS TO VARIOUS CONTRACTS

Kai Wong, Management Analyst II of the Finance Division, presented Board Report No. 16-158 for approval of proposed Supplemental Agreements to each of the four contracts with CXT, Incorporated; Design Space Modular Buildings, Inc.; United Riggers and Erectors, Inc.; and USA Shade and Structures, Inc. for as-needed general park building construction services to extend the term of each respective contract from three years to six years; and approval of the finding in accordance with Charter Section 1022, that RAP does not have personnel available in its employ with sufficient time and expertise to undertake these specialized professional tasks and that it is more economical and feasible to secure these services by contract.

16-159

AS-NEEDED PARK FACILITY CONSTRUCTION –  
SUPPLEMENTAL AGREEMENTS TO VARIOUS CONTRACTS

Kai Wong, Management Analyst II of the Finance Division, presented Board Report No. 16-159 for approval of a proposed Supplemental Agreement to each of the seven contracts with California Landscape and Design dba California Skateparks; Chris Kelley Inc., dba Childs Play; Commercial Paving and Coating; Evergreen Environment Inc.; Ohno Construction Company; Ross Trama dba R. Trama Construction; United Riggers & Erectors, Inc. for as-needed park facility construction services, to extend the term of each contract from three years to six years; and approval of the finding, in accordance with Charter Section 1022, that the Department does not have personnel available in its employ with sufficient time and expertise to undertake these specialized professional tasks and that it is more economical and feasible to secure these services by contract. The Board and Department staff discussed the contract award process for the as-needed contractors.

16-160

GAFFEY STREET POOL – POOL AND NEW BATHHOUSE  
RESTORATION (PRJ20726) (W.O. #E1907453F) PROJECT –  
ACCEPTANCE OF STOP PAYMENT NOTICES AND RELEASE OF  
STOP PAYMENT NOTICES ON CONSTRUCTION CONTRACT NO.  
3514

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Cathie Santo Domingo, Superintendent of the Planning, Construction, and Maintenance Branch, presented Board Report No. 16-160 for direction to Department staff to withhold the amounts claimed in the Stop Payment Notices for Construction Contract No. 3514, plus an additional sum equal to 25% thereof to defray any costs of litigation in the event of court action, if said amount of said funds are available, and to notify contractors, sureties, and other interested parties that the amount of said claims plus 25% will be withheld; and acceptance of the Release of Stop Payment Notices for the Gaffey Street Pool – Pool and New Bathhouse Restoration Project. The Board and Department staff discussed the anticipated completion of the Project.

16-161

DANIELS FIELD SPORTS CENTER – RENOVATE RESTROOMS (PRJ20534) (W.O. #E170104F) PROJECT – AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF RECREATION AND PARKS, THE DEPARTMENT OF PUBLIC WORKS BUREAU OF ENGINEERING, AND THE DEPARTMENT OF GENERAL SERVICES CONSTRUCTION FORCES

Cathie Santo Domingo, Superintendent of the Planning, Construction, and Maintenance Branch, presented Board Report No. 16-161 for approval of a proposed Amendment to the Memorandum of Understanding (MOU) between the Department of Recreation and Parks, the Department of Public Works, the Bureau of Engineering (BOE), and the Department of General Services Construction Forces to increase the total construction funding for the Daniels Field Sports Center - Renovate Restrooms project by \$45,175.00, for a total construction cost not to exceed \$575,175.00; and authorization for Department to make technical corrections, as necessary, to the transactions included in the Report to implement the Department's intentions. The Board and BOE staff discussed the restroom renovations and funding sources for the Project.

16-162

CHATSWORTH PARK SOUTH – REHABILITATION PROJECT (PRJ20361) (W.O. #E170331F) – AUTHORITY TO NEGOTIATE AND ISSUE CHANGE ORDERS TO CONTRACT NO. 3528

Cathie Santo Domingo, Superintendent of the Planning, Construction, and Maintenance Branch, presented Board Report No. 16-162 for authorization of the General Manager or Designee to negotiate and issue Change Order No.4, for an amount not-to-exceed \$220,000.00, to Contract No. 3528 with American Integrated Services, Inc. for the Chatsworth Park South – Rehabilitation Project; and authorize the General Manager or Designee to negotiate and issue Change Order No.5, for an amount not-to-exceed \$200,000.00 to Contract No. 3528 with American Integrated Services, Inc. for the Chatsworth Park South – Rehabilitation Project. The Board and Department staff discussed the Project's Remedial Action Plan and the negotiation process for change orders. The Board requested that Department staff review the negotiation policy for change orders.

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16-163

WEST WILSHIRE (PAN PACIFIC) PARK – IMPROVEMENTS TO ATHLETIC FIELDS (SOCCER AND BASEBALL FIELDS) (PRJ20579) (W.O. #E170496F) PROJECT – APPROVAL OF FINAL PLANS AND CALL FOR BIDS; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1,4) AND CLASS 3(6) OF THE CITY CEQA GUIDLEINES

Cathie Santo Domingo, Superintendent of the Planning, Construction, and Maintenance Branch, presented Board Report No. 16-163 for approval of the final plans and specifications for the West Wilshire (Pan Pacific) Park - Improvements to Athletic Fields (Soccer and Baseball Fields) Project; approval of the reduction in the value of the work that the specifications required to be performed by the prime contractor from 30% to 20% of the base bid price; approval of the date to be advertised for receipt of bids as Tuesday, August 23, 2016, and approval of the finding that the Project is categorically exempt from the California Environmental Quality Act.

16-164

CITYWIDE PUBLIC ART INITIATIVE – PROPOSAL BY THE LOS ANGELES DEPARTMENT OF CULTURAL AFFAIRS FOR THE INSTALLATION OF TEMPORARY PUBLIC ART AT PARK LOCATIONS; ADDITION OF TWO LOCATIONS; ISSUANCE OF RIGHT-OF-ENTRY PERMITS; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 4(6) OF THE CITY CEQA GUIDELINES

Matthew Rudnick, Chief Sustainability Officer, presented Report No. 16-164 for approval of the proposal by the Los Angeles Department of Cultural Affairs (DCA) for the installation of temporary public art at two Department of Recreation and Parks properties, in addition to the other eleven RAP properties approved under Board Report No. 16-145, as part of a Citywide public art initiative; authorize the General Manager or Designee to issue Right-of-Entry (ROE) Permits to the DCA for the two additional park sites as described in the Summary of this Report; and approval of the finding that the proposed projects are categorically exempt from the California Environmental Quality Act (CEQA).

President Patsouras requested a Motion to approve the Board Reports as presented with the exception of Board Report No. 16-148 which was previously approved as amended, and Board Report No. 16-165 also previously approved as presented. Commissioner Sanford moved that the Board Reports be approved, and that the Resolutions recommended in the Reports be thereby approved. Commissioner Zuñiga seconded the Motion. There being no objections, the Motion was unanimously approved.

COMMISSION TASK FORCES

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

July 13, 2016

Commissioner Zuñiga reported on the Concessions Task Force Meeting held on July 13, 2016 prior to the Board Meeting, in which the Task Force discussed the Echo Park Café Boathouse Café Concession Request for Proposals.

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

Commissioner Alvarez reported on the Facility Repair and Maintenance Task Force Meeting held on July 13, 2016 prior to the Board Meeting, in which the Task Force discussed the proposed Griffith Park Horticultural Center Project, a proposed Blue Star memorial plaque at Orcutt Ranch, the renaming of the Mid-Valley Intergenerational Multipurpose Center, and the installation of a public art mural at Hollywood Recreation Center.

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

- The Various Communications Report was noted and filed.
- General Manager Michael Shull reported on Department activities, facilities, and upcoming events. Approximately 450 youth were hired for the Summer Night Lights Program. A Fourth of July and Fireworks Display event was held at Cabrillo Beach. The Lotus Festival was held at Echo Park Lake on July 9-10, 2016 with approximately 15,000 attendees. Department staff participating in the Dragon Boat Races won First Place among the City Department teams. The Old Fort MacArthur Days event was held at Fort MacArthur Military Museum on July 9-10, 2016. The 2<sup>nd</sup> Annual Salsa Festival was held at Pershing Square Park on July 9-10, 2016. The Los Angeles 95<sup>th</sup> Annual Women's Golf Championships were held on July 8-10, 2016 at Rancho Park Golf Course. Citywide female participation within the sports programs has increased from 24% to 37% of participants during the fourth quarter ending June 30, 2016. Re-opening ceremonies were held for the Central Recreation Center Pool and the 109<sup>th</sup> Street Pool. The Pershing Square Summer Concert Series Opening Night was held on July 16, 2016. The Sylmar Recreation Center re-opening ceremony is scheduled on August 4, 2016. Assistant General Manager Kevin Regan introduced the new Park Ranger Peter Delgadillo and Senior Park Ranger Sharie Abajian. The EXPO Center is hosting a Los Angeles Rams Job Fair on July 29, 2016.
- General Manager Michael Shull reported on events held at the Greek Theatre during the month of July. Ridership on the shuttle program and utilization of off-site parking has increased.
- Chief Sustainability Officer Matthew Rudnick reported on the Department's strategic planning process. Revisions have been made to the draft Strategic Plan based on the Commissioners' input during June 24, 2016 Special Board Meeting, which will be back for further consideration. The performance metrics and target goals for the strategic initiatives will also be distributed or the Board's input.
- Chief Financial Officer Noel Williams presented the informational report regarding the Department's adopted budget for Fiscal Year 2016-17.

July 13, 2016

PUBLIC COMMENTS

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

FUTURE AGENDA ITEMS

There were no requests for future Agenda Items.

NEXT MEETING

The next Regular Meeting of the Board of Recreation and Park Commissioners was scheduled to be held on Wednesday, August 10, 2016, 9:30 a.m., at Baldwin Hills Recreation Center, 5401 Highlight Place, Los Angeles, CA 90016.

ADJOURNMENT

There being no further business to come before the Board, President Patsouras adjourned the Meeting at 12:35 p.m.

ATTEST

\_\_\_\_\_  
PRESIDENT

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



**BOARD REPORT**


NO. 16-166

DATE: August 10, 2016

C.D. 7

**BOARD OF RECREATION AND PARK COMMISSIONERS**

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

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

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

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

**RECOMMENDATIONS**

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

**SUMMARY**

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

## BOARD REPORT

PG. 2 NO. 16-166

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

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

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

### FISCAL IMPACT STATEMENT

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

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

### LIST OF ATTACHMENTS

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



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

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

**WITNESSETH**

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

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

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

WHEREAS, ORGANIZATION's goal is to create spaces that promote healthy lifestyles, self-reliance and empowerment through gardening, nutrition and health awareness, cultural arts activities and physical fitness programming for youth and their families; and

WHEREAS, ORGANIZATION has notified CITY that ORGANIZATION wishes to continue its collaboration with CITY under the same terms and conditions for an additional seven (7) year term, commencing upon the initial expiration date of Agreement No. 3400; and

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

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

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

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

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

#### Section 2 – Term

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

The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be a maximum of **ten (10)** years, commencing upon execution subject to annual performance evaluations ("ANNUAL PERFORMANCE REVIEWS") conducted by the Department of Recreation and Parks ("DEPARTMENT"), to determine the feasibility and benefit of continuing the collaborative relationship under this AGREEMENT. Continuance of CITY's collaboration with ORGANIZATION shall be contingent upon a favorable Performance Review, which shall include (i) an evaluation of ORGANIZATION's compliance with the terms and conditions of this AGREEMENT; (ii) fulfillment of ORGANIZATION's operational obligations under this AGREEMENT, including the provision of programs and/or services performed under the Permitted Uses specified herein as Exhibit-B; and, (iii) completion of all Performance Requirements included herein as Exhibit-C (if applicable).

#### Section 9 – Consideration

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

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

#### Section 27 – Ratification

Section 27 is hereby inserted as follows:

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

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

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

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

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

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

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

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

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

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

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

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

**APPROVED AS TO FORM:**

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

MICHAEL N. FEUER, City Attorney

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

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

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

This AGREEMENT ("AGREEMENT") is entered into this 7<sup>th</sup> day of February 2013 by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners ("CITY"), and Youth Speak Collective, a California 501C(3) non-profit corporation within the City of Los Angeles ("ORGANIZATION") for the operation and maintenance of the Roger Jessup Community Garden located at 12467 West Osborne Street, Pacoima, CA 91331 ("PROPERTY") with reference to and based upon the following. CITY and ORGANIZATION may be referred to herein as ("PARTIES").

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

1. **Grant of License**. In consideration of the anticipated benefits to the public, and the terms and conditions contained herein, the sufficiency of which is mutually acknowledged, CITY grants to ORGANIZATION this AGREEMENT authorizing use of the PROPERTY for the Permitted Uses set forth below, and if applicable, in compliance with the Performance Requirements attached hereto as Exhibit-C. This AGREEMENT is granted to ORGANIZATION, who is obligated and agrees to be solely responsible for certain costs associated with the operation and maintenance of the PROPERTY, also set forth below.
2. **Term**. The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be a maximum of three (3) years, subject to annual performance evaluations ("Performance Reviews") conducted by the Department of Recreation and Parks ("DEPARTMENT"), to determine the feasibility and benefit of continuing the collaborative relationship under this AGREEMENT. Continuance of CITY's collaboration with ORGANIZATION shall

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

4. **Access to the Property.** ORGANIZATION and any authorized third party associated with ORGANIZATION's activities at the PROPERTY will abide by the terms and conditions expressed in this AGREEMENT, and will cooperate fully with CITY's employees in the performance of their duties. Authorized representatives, agents and employees of CITY will have the right to enter the PROPERTY for purposes of fulfilling normal duties or in the case of emergencies. If required for public safety, CITY may immediately suspend and/or terminate ORGANIZATION activities involving the PROPERTY. ORGANIZATION will provide DEPARTMENT with a key to facility for access to PROPERTY.
5. **Days and Periods of Use.** ORGANIZATION shall be entitled to use the PROPERTY to operate and maintain a community garden for public programs and services, recreational uses and other agreed upon uses during days and times stated here:

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

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



9. **Consideration.** The consideration for this AGREEMENT in exchange for ORGANIZATION's use of the PROPERTY, shall be ORGANIZATION's provision of gardening-associated recreational activity, programming and services, and maintenance and/or repair of the PROPERTY, at no cost to CITY, pursuant to the terms and conditions of this AGREEMENT and in accordance with DEPARTMENT policies for recreation and/or park purposes, together with the attendant benefits to the People of the City of Los Angeles. Additionally, ORGANIZATION's use of PROPERTY shall be subject to certain cost recovery fees described below. Such fees are subject to change with prior notice to ORGANIZATION
- a. Accordance with the Departments Policy on Community Operated Open Space (No. 11-121), during the TERM of AGREEMENT, ORGANIZATION shall pay an annual Use Fee to CITY of **\$500.00**. The PROPERTY contains **60** garden plots as illustrated in Exhibit-A of this AGREEMENT. Payment shall be made by ORGANIZATION in a lump sum between July 1 and July 15 of each current year. CITY at its discretion may provide courtesy invoices, but ORGANIZATION is wholly responsible for timely payment of the annual charge regardless of written notification which is not required. Payments must be by check, money order, or cashier's check made out to "City of Los Angeles Department of Recreation and Parks."
  - b. Utilities. Pursuant to DEPARTMENT policy regarding utility payments for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the Board on October 2, 2002 (Report No. 02-349), the cost of utility services to the PROPERTY, such as electricity, gas, water, telephone, and cable. Where ORGANIZATION does not pay directly to water utility service provider CITY shall invoice ORGANIZATION semi-annually in the manner stated in this section for actual water use based on a water sub-meter installed at PROPERTY. Payment for each six month term (January-June and July-December) will be made by ORGANIZATION in a lump sum within 30 calendar days of receipt of invoice from CITY. Payments must be made by check, money order, or cashier's check made out to "City of Los Angeles, Department of Recreation and Parks" and mailed to the DEPARTMENT's Partnership Division at the address stated in Section 20.
  - c. Trash and solid waste disposal, shall be the sole responsibility of ORGANIZATION. Removal of waste, trash and recyclables must be at the sole expense of the ORGANIZATION. CITY shall bear no costs in regards to the disposal and/or removal of solid
10. **Alterations, Improvements, and Replacements.** No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PROPERTY without prior written authorization by CITY. ORGANIZATION shall provide CITY detailed information and specifications for review and written approval by CITY, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models,

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

Superintendent, Planning, Development and Maintenance Branch  
City of Los Angeles Department of Recreation and Parks  
221 N. Figueroa Street, Suite 100  
Los Angeles, CA 90012

- i. Upon receipt of final approval, commence construction in coordination with CITY staff.
12. **Insurance.** Before occupying the PROPERTY under this AGREEMENT and periodically as required during its TERM, ORGANIZATION shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. ORGANIZATION or any third party providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agencies and employees as an additional insured for all required coverages, as applicable. ORGANIZATION will see that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to CITY's Risk Manager and shall include the types and minimum limits set forth in Exhibit-E, which is incorporated herein by reference. ORGANIZATION shall maintain "all risk" insurance to protect PARTIES "as loss payees as their interests may appear" against loss or damage to the improvements on the PROPERTY, including from perils such as fire, vandalism and malicious mischief.
- a. ORGANIZATION shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving ORGANIZATION sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to ORGANIZATION.
  - b. If any of the required insurance contains aggregate limits or applies to other operations of ORGANIZATION outside of this AGREEMENT, ORGANIZATION shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in ORGANIZATION's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. ORGANIZATION shall further restore such

repair of any portion of the PROPERTY or any improvement there damaged by casualty or taken by condemnation until any such portion or improvement is restored to ORGANIZATION's use. CITY shall not be obligated to restore PROPERTY damaged by casualty in whole or in part. If PROPERTY is taken by condemnation, CITY shall not be obligated to provide ORGANIZATION a replacement property for ORGANIZATION's use.

15. **Hazardous Substances.** PARTIES agree that PROPERTY shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. ORGANIZATION shall use PROPERTY in compliance with laws pertaining to hazardous substances and ensure that no pesticides, insecticides, herbicides and rodent poisons not in compliance with this section are used on PROPERTY. As used herein, "hazardous substances" shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of CITY or ORGANIZATION to any governmental agency or third party under applicable statute. No lead or oil based paint, paint thinner, varnishes, lacquers and stain shall be brought onto or stored on the PROPERTY.
  
16. **Publicity.** PARTIES agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this AGREEMENT, the use or promotion of the PROPERTY, the acquisition of any real property, or construction of any improvements at the PROPERTY, except as may be legally required by applicable laws, regulations, or judicial order. PARTIES agree to notify each other in writing of any press release, public announcement, marketing or promotion of the PROPERTY. Further, any press release, public announcement, marketing materials, or brochures prepared by either CITY or ORGANIZATION, shall appropriately acknowledge the contributions of both PARTIES. All press releases, public announcements, and marketing materials relative to any Quimby funded property acquired for park purposes shall explicitly acknowledge the use of Quimby funds as a source of funding. To the extent stipulated in any grant agreement, the PARTIES shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement, and shall provide the opportunity for attendance and participation by grantor representatives. Further, PARTIES shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both PARTIES; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or ORGANIZATION, in whole or in part pursuant to the acquisition of property and/or installation of improvements, shall contain any acknowledgements required under any grant agreement.



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

All Notices shall be addressed as follows:

If to CITY:

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

If to ORGANIZATION:

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

21. **Filming.** It is the policy of the City of Los Angeles to facilitate the use of City controlled properties as film locations when appropriate. DEPARTMENT has established a Park Film Office to coordinate use of park property for film production purposes. Any commercial filming at PROPERTY shall be subject to approval by DEPARTMENT and the Film Office. All fees for use of park property by film production companies, including PROPERTY, shall be established and collected by the Film Office in accordance with City and DEPARTMENT policies. The Park Film Office may be reached at (323) 644-6220.
22. **Representations and Warranties.** PARTIES each represents and warrants to the other that it has full power and authority to execute this AGREEMENT and to perform its obligations and requirements hereunder. This AGREEMENT constitutes the valid and legal binding obligation of PARTIES, enforceable in accordance with its terms and conditions.
23. **No Joint Venture or Agency Relationship.** Nothing herein contained shall be construed to place the parties to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. ORGANIZATION shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will ORGANIZATION

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

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

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

By: [Signature]  
President

By: [Signature]

By: [Signature]  
Secretary

Title: Executive Director

Date: 2/7/2013

By: [Signature]

Title: Accounting Manager

Date: 1-22-13

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

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

ATTESTED:  
JUNE LAGMAY, City Clerk

By: [Signature]

Title: Deputy

Date: 2-27-13



City Contract No.: C-121~~826~~<sup>826</sup>@ C-121826

**EXHIBIT-B**  
**Permitted Uses Sheet**

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

The following are the Permitted Uses under this AGREEMENT:

**Description of Authorized Use of Property:**

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

**Description of Programs and Services:**

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

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

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

**Description of Maintenance Responsibilities:**

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

Project Youth Green  
Family Gardening Project



Procedures and Guidelines

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

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

**EXHIBIT-C**  
**Performance Requirements Sheet**

ORGANIZATION agrees to the following:

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

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

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

**Performance Requirements:**

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

Outreach to the Community:

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

Financial Data:

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



## CERTIFICATE OF LIABILITY INSURANCE

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

<b>PRODUCER</b> MORELLA LANORE TAYLOR - Morella Taylor (818) 833-9878 Momentous Insurance Brokerage, 5990 SEPULVEDA BLVD, SUITE 550 VAN NUYS, CA 91411	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
<b>INSURED</b> Youth Speak Collective ( David A. Keltzman (818) 890-2928 ) 11243 Glenoska Boulevard #3 Pacoima CA 91331	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Market Insurance Company</td> <td>38970</td> </tr> <tr> <td>INSURER B: Safeco Insurance Company of America</td> <td>24740</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Market Insurance Company	38970	INSURER B: Safeco Insurance Company of America	24740	INSURER C:		INSURER D:		INSURER E:	
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INSURER C:													
INSURER D:													
INSURER E:													

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

REF/ADD'L LTR (NR)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	36029S2831515	12/29/2010	12/29/2011	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>				DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,900,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA OCCURRENCE) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN SA ACC \$ AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROFESSIONAL/PERSONAL/EXECUTIVE PROFESSIONALISM EXCLUDED (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER	D4WC48335040	04/16/2010	04/16/2011	<input checked="" type="checkbox"/> WC (STATU-TORY LIMITS) <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b> City of Los Angeles and all of its Agencies, Boards and Departments 200 North Main Street, City Hall East, Suite 1240, Los Angeles, CA 90012	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL, <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <span style="border: 1px solid black; padding: 2px;">MORELLA LANORE TAYLOR</span>
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# STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

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

### PSC-2. NUMBER OF ORIGINALS

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

### PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

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

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

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

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

**PSC-9. WAIVER**

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

**PSC-10. TERMINATION**

**A. TERMINATION FOR CONVENIENCE**

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

**B. TERMINATION FOR BREACH OF CONTRACT**

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

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

**PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

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

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

**PSC-14. PERMITS**

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

**PSC-15. CLAIMS FOR LABOR AND MATERIALS**

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

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

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

**PSC- 17. RETENTION OF RECORDS, AUDIT AND REPORTS**

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

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

#### **PSC-22. INTELLECTUAL PROPERTY WARRANTY**

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

#### **PSC-23. OWNERSHIP AND LICENSE**

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

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

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

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

#### **PSC-28. EQUAL EMPLOYMENT PRACTICES**

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

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



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

**PSC-29. AFFIRMATIVE ACTION PROGRAM**

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

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

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

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

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

### **PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS**

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

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

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

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



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

**PSC- 32. AMERICANS WITH DISABILITIES ACT**

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

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

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

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

**PSC 36. SLAVERY DISCLOSURE ORDINANCE**

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

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

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

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

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



**BOARD REPORT**


NO. 16-167

DATE: August 10, 2016

C.D. 12

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: OAKRIDGE RESIDENCE – MEMORANDUM OF UNDERSTANDING WITH FRIENDS OF OAKRIDGE

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

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

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

RECOMMENDATIONS

1. Approve the proposed Memorandum of Understanding (MOU) between the City of Los Angeles (City) and Friends of Oakridge (Friends), a California non-profit, public benefit corporation, herein included as Attachment 1, subject to the approval of the Mayor and City Attorney as to form;
2. Direct the Board Secretary to transmit the proposed revision to the Mayor in accordance with Executive Directive No. 3, and concurrently to the City Attorney for review and approval as to form; and,
3. Authorize the Board President and Secretary to execute the revised MOU subsequent to all necessary approvals.

SUMMARY

Designated as Los Angeles Historical-Cultural Monument No. 484 in March 1990, the 9.47-acre Oakridge Residence (Oakridge) located at 18650 Devonshire Street, Northridge, CA 91324, is one of the few remaining traces of the San Fernando Valley's popularity as a rural getaway during the golden age of Hollywood. The former home of Barbara Stanwyck and Jack Oakie was acquired by the City in 2008 and the remaining grounds in 2009 through Quimby Funds. The City of Los Angeles Department of Recreation and Parks (RAP) has jurisdiction over Oakridge.

In 2011, the Friends of Oakridge, a California 501(c)(3) non-profit group (Friends) was formed. The mission of Friends is to restore, preserve, and support Oakridge and its historical significance. On March 5, 2014, the Board approved a one-year MOU (Report No. 14-054) with Friends, defining the respective roles, responsibilities, and financial relationship between the City and Friends, with respect to fundraising for, and the preservation and restoration of, Oakridge. A copy of the MOU executed on September 3, 2014 is herein included as Attachment 2. On August 12, 2015, the Board approved a First Amendment to the MOU for a term extension of one year. A

## BOARD REPORT

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copy of the First Amendment is herein included as Attachment 3. The MOU will expire on September 1, 2016.

Friends have complied with the current MOU terms including the submission of annual financial reports. To date, Friends have arranged and lead over twenty-five (25) public and private tours of Oakridge as well as a special book-signing event and an outdoor artist-painting day.

During the past year, Friends and RAP reviewed and evaluated the past performance of Friends at Oakridge, as well as address and determine future needs of Oakridge in order to enhance the terms and conditions of a revised MOU. Should the proposed new MOU be approved, the following modifications to the MOU will be implemented under the following sections:

### Section 2 - Term

- Term of the MOU is extended one year with an option to renew for one additional year at the sole discretion of the RAP General Manager.

### Section 3 - Office Space/Storage Area

- A pre-fabricated storage unit was added in one of the garage bays at Oakridge.

### Section 4 - Use of Oakridge by Friends

- Friends shall be required to coordinate access through the RAP Maintenance Division pursuant to a pre-established schedule and on occasions, on a case-by-case basis.

### Section 4.b. - Alterations

- Added provision requiring that any alterations to the Oakridge grounds or the residential structure may not be done without the expressed written approval of RAP.

### Section 4.c. - Friends' Events and Activities

- Added provision to specifically address the schedule and coordination of activities on-site, and associated requirements.

### Section 5 - Safety

- Added provision to address matters and protocol related to public safety and the handling of occurrences.

### Section 10 - Signage

- New language specifies that temporary banners may be placed less than thirty (30) days, subject to the approval by RAP.

### Section 13 - City Priorities

- Added language to acknowledge Oakridge's historical nature and restoration plan.

### Section 14 - RAP Improvements

- Added Section to address possible future improvements performed by City.

### Section 15 - Financial Statements



## BOARD REPORT

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- Adjusted reported requirements from annual to quarterly.

### Section 17 - Ratification

- Included a ratification clause in the event MOU is not executed by date of expiration.

Friends will continue to maintain appropriate insurance coverage listing the City as an additional insured, and will coordinate all future activities at the property with RAP staff.

RAP Staff has discussed the proposed MOU with the Superintendent of the Valley Region, the Principal Grounds Maintenance Supervisor of the Valley Region, and Council District 12. Each supports the MOU and concurs with staff's recommendations.

### FISCAL IMPACT STATEMENT

The proposed MOU will have no adverse impact on RAP's General Fund as operations and program costs associated with Friends' use and support of park property will be paid for by Friends' at no cost to the City.

This Report was prepared by Joel Alvarez, Senior Management Analyst II and Leslie Richter, Senior Recreation Director, Partnership Division.

### LIST OF ATTACHMENTS

- 1) Proposed Memorandum of Understanding
- 2) Memorandum of Understanding dated September 3, 2014
- 3) First Amendment to the Memorandum of Understanding for a Term Extension of One Year

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
FRIENDS OF OAKRIDGE  
ESTABLISHING ROLES, RESPONSIBILITIES, AND RELATIONSHIP  
TO RESTORE, PRESERVE, AND SUPPORT THE OAKRIDGE RESIDENCE  
AND IT'S HISTORICAL SIGNIFICANCE**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into this day of \_\_\_\_\_, 201\_\_, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, (hereinafter "CITY"), and FRIENDS OF OAKRIDGE, a California 501(c)(3) nonprofit public benefit corporation, (hereinafter "FRIENDS"). CITY and FRIENDS may be referred to herein individually as "PARTY" and/or collectively herein as "PARTIES".

- A. Through its Department of Recreation and Parks ("RAP"), CITY owns and operates the Oakridge Residence, designated as Los Angeles Historical-Cultural Monument No. 484, located at 18650 Devonshire Street, Northridge, California 91324 ("OAKRIDGE"), with grounds of approximately 9.47 acres, including a two-story, 6,000 square-foot Tudor style residential structure, further described by the site map attached hereto and incorporated herein by reference as Exhibit A.
- B. FRIENDS is incorporated as a California 501(c)(3) nonprofit public benefit corporation whose mission is to restore, preserve, and support OAKRIDGE and its historical significance.
- C. FRIENDS is governed by its Articles of Incorporation and Bylaws, and the activities and affairs of FRIENDS are conducted, and all of its corporate powers are exercised, by or under the direction of its Board of Directors, the members of which are designated, selected, and elected in accordance with FRIENDS' Bylaws.
- D. The purpose of this MOU is to establish the respective roles, responsibilities, and financial relationship between CITY and FRIENDS, with respect to fundraising for, and the preservation and restoration of, OAKRIDGE.

CITY and FRIENDS hereby agree and understand as follows:

1. Fundraising.

- a. **Authority to Raise Funds.** Pursuant to the terms and conditions of this MOU, FRIENDS is authorized to raise funds for the benefit of OAKRIDGE and its visitors. All funds raised for OAKRIDGE shall be used exclusively for the preservation, maintenance, restoration, related activities and/or other purposes in support of OAKRIDGE.
- b. **Fundraising at OAKRIDGE.** Except for CITY's own fundraising, activities, and events, FRIENDS shall be the primary organization authorized to conduct fundraising activities at OAKRIDGE, subject to coordination with RAP.
- c. **Donor Recognition.** Subject to approval by RAP, FRIENDS is authorized to provide recognition to donors consistent with naming and donor recognition policies approved by the Board of Recreation and Parks Commissioners ("BOARD") (Reports No. 13-160,



"Sponsorship Recognition Policy and Guidelines" and 13-161, "Naming Policy Procedures and Guidelines"). FRIENDS may propose deviations to policies or additional donor recognition on a case-by-case basis in connection with a Gift Agreement, subject to review by RAP and BOARD approval.

- d. **Gift Agreements.** Gifts of historical items, equipment, materials, funds, or services to CITY for OAKRIDGE by FRIENDS are subject to Gift Agreements executed by and between CITY and FRIENDS and/or a third party contributor, approved by the BOARD, the City Attorney, the Mayor, and City Council (if required). Contingent upon the scope and magnitude of such gifts, the BOARD may accept such gifts through a donation report. Loans of equipment, materials, or artifacts may also require written agreements approved in writing by the BOARD, City Attorney, Mayor, and City Council (if required).
- e. **Right of Entry Permits.** This provision of services consisting of events, and/or the implementation of improvements at OAKRIDGE maybe subject to issuance of a Right of Entry Permit ("ROE") by RAP, to be determined on a case by case basis. The terms and conditions of an ROE will include a description of the activities to occur, the process involved, and details for the permittee to access OAKRIDGE, inspection and determination of required use, as necessary and directed by RAP.

2. **Term.** The term of this MOU ("TERM") shall become effective on the date of execution by the PARTIES and shall remain in effect for one (1) year from the date of execution, with an option to renew for one (1) additional year at the sole discretion of the RAP General Manager. The CITY and FRIENDS agree and understand that CITY and FRIENDS intend to, but are not obligated, to negotiate and execute a subsequent agreement at the end of the TERM of this MOU, that includes additional roles and responsibilities with respect to OAKRIDGE.

3. **Office Space/Storage Area.** Depending on space available, CITY will provide within the OAKRIDGE residential structure, an administrative area for FRIENDS' staff and/or volunteers, at no cost to FRIENDS and designated by RAP. CITY will provide utility services for the space at no cost to FRIENDS. FRIENDS shall provide furniture, equipment, supplies, and telephone and data lines necessary for use of the area at no cost to the CITY. Additionally, CITY shall allow FRIENDS to store a pre-fabricated storage unit inside one of OAKRIDGE's garage bays.

4. **Use of OAKRIDGE by FRIENDS.** CITY and FRIENDS agree that use of various areas and facilities of OAKRIDGE are necessary and appropriate within the scope of FRIENDS' mission. Access to OAKRIDGE is to be coordinated through the RAP Maintenance Division pursuant to a pre-established schedule, and on occasion a case-by-case basis.

- a. **Meetings.** FRIENDS is authorized no-charge use of the grounds and kitchen in the residence to conduct meetings in furtherance of FRIENDS' mission.
- b. **Alterations.** Any alterations to the OAKRIDGE grounds or the residential structure may not be done without the expressed written approval of RAP.
- c. **FRIENDS' Events and Activities.** FRIENDS is authorized no-charge use of the grounds and facilities at OAKRIDGE to conduct FRIENDS' activities, including but not limited to cultivation events, tours, fundraising activities, and educational events, subject to prior approval by and coordination with RAP, in support of FRIENDS' specific purposes. Out-

of-pocket expenses including but not limited to, staff costs, rental fees, supply costs, and catering expenses shall be paid by FRIENDS.

- i. FRIENDS may conduct two private tours per month, concluding activities by 2:00 p.m. (between the hours of 6:00 a.m. – 2:00 p.m.)
  - ii. FRIENDS may conduct one Saturday public tour a month, concluding activities by 2:00 p.m. (between the hours of 6:00 a.m. – 2:00 p.m.)
  - iii. Should FRIENDS wish to conduct other events or activities, which end prior to 2:00pm, then a two (2) week access notice is required for the event or activity.
  - iv. Should FRIENDS wish to conduct other events or activities, which end after 2:00pm, but no later than 10:00pm, a four (4) week advance notice is required for the event or activity.
  - v. Requests for tours or events/activities should include a short description of the event, number of guests anticipated, and parking plan.
  - vi. CITY will provide FRIENDS up to twenty (20) chairs and two (2) tables for such events/activities. FRIENDS shall properly store the tables and chairs in designated areas after each use, in accordance with RAP Maintenance requirements and instructions, making sure not to damage the interior of the residential structure. FRIENDS shall be responsible for the security of such tables and chairs subject to replacement at the expense of FRIENDS if lost or damaged.
  - vii. It is understood that FRIENDS may incur RAP Maintenance Staff Overtime Costs contingent upon the day, time, and resources available for FRIENDS' needs.
  - viii. No more than ten (10) cars shall be allowed to park on the circle drive at any one time. Vehicles must stay on pavement at all times. Parking is not allowed next to the caretaker's quarters or in front of the garage blocking access. Any alternative parking arrangements shall be subject to the coordination with, and approval by RAP Maintenance.
- d. **Other Activities.** Use of any portion of the grounds or facilities at OAKRIDGE by any others except CITY and those assisting or associated with FRIENDS, shall be subject to a Use Permit issued by RAP in accordance with the RAP Facility Rental Policy, and Schedule of Rates and Fees, which will be developed in the future and approved by the BOARD.

5. Safety. FRIENDS is aware that OAKRIDGE is not in a proper condition for public use at this time, as there are uneven interior and exterior surfaces, and therefore acknowledges the following conditions, and will observe and be responsible for safety precautions for those on the property during FRIENDS events and activities, subject further to direction by RAP.

The following conditions are understood and agreed to by FRIENDS:

- a. No public restrooms are available on site.
- b. Proper walking shoes must be worn at all times.
- c. Reasonable accommodations must be given to those who request it, but with the understanding that there are no existing Americans with Disabilities Act ("ADA") accommodations or compliances in place at this time.
- d. No food or drink is allowed inside the residential structure.
- e. RAP provides a trash receptacle outside the residential structure. The accumulation of trash by FRIENDS and/or those associated with FRIENDS' activities or events at OAKRIDGE, must be immediately disposed of after use. FRIENDS are aware that RAP

does not make routine trash pick-ups at OAKRIDGE. FRIENDS will remove and dispose of excess trash and bulky items off-site if items exceed the receptacle's capacity.

- f. In case of injury or emergencies, FRIENDS will complete and submit the non-city employee accident form. A non-City employee accident report and instructions are incorporated herein by reference as Exhibit B. For serious injuries, FRIENDS must immediately call 911.

6. Indemnification. Each PARTY agrees to defend, indemnify and hold the other harmless from all loss, expense or liability for injury or death to persons and for damage, actual or alleged, to tangible property arising out of or resulting from the acts or omissions of the indemnifying PARTY, or any other person subject to supervision or control by the indemnifying PARTY, in the performance of this MOU.

In the event of third-party loss caused by the negligence, wrongful act or omission of more than one PARTY, each PARTY hereto shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed to between them or may be judicially determined.

7. Insurance. FRIENDS shall be fully insured, and as a requirement of this MOU, FRIENDS shall additionally insure the City of Los Angeles for the coverage specified by the City Administrative Officer's (CAO) Risk Manager on Form 146R, attached hereto and incorporated herein by reference as Exhibit B. FRIENDS shall maintain during the TERM of this MOU, evidence of insurance acceptable to the CAO Risk Manager, and shall obtain approval of such insurance prior to FRIENDS' performance under this MOU, in accordance with instructions for submitting insurance to the City, included herein as part of Exhibit B, incorporated herein by reference.

8. Intellectual Property. The arrangements between the PARTIES with respect to intellectual property rights will be set out in license agreements negotiated and executed by and between PARTIES, approved in writing by the BOARD, City Attorney, Mayor, and City Council (if required). This MOU shall not supersede the terms of any existing or future executed license agreement.

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

FRIENDS agrees that any public release or distribution of information related to this MOU or related projects, programs, services, or events, shall include the following statement at the beginning or introduction of such release:

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

10. Signage. No permanent signs of any kind will be displayed unless previously approved in writing by the BOARD. Temporary banners to be placed less than thirty (30) days, may be displayed, subject to approval by RAP. CITY may require removal or refurbishment, at FRIENDS' expense, of any sign previously approved signage. Requirements for signage shall be stipulated in a separate project permit or agreement (if applicable), in accordance with CITY policies.

11. Internet Cross Promotion and Use of Marks. RAP shall cooperate with FRIENDS in reasonably maintaining or providing links to FRIENDS' Internet sites on the pages dedicated by RAP to OAKRIDGE and FRIENDS shall cooperate with RAP in reasonably maintaining or providing links to RAP and OAKRIDGE Internet sites. Otherwise, neither PARTY shall use the other's trademarks, trade-names or logos (each, a "MARK") without the prior written approval of FRIENDS or RAP, respectively. Each MARK shall remain the sole and exclusive intellectual property of the respective PARTY.

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

13. CITY Priorities. Pursuant to any RAP restoration or improvement project(s) at OAKRIDGE, RAP or its designated vendor will prepare a Los Angeles Historical-Cultural Monument plan to restore and preserve OAKRIDGE, and will provide FRIENDS with information on OAKRIDGE's needs in terms of funding, support, or programming, which the Board of Directors of FRIENDS shall take into account in determining the use of FRIENDS' assets.

14. RAP Improvements. Should major construction or refurbishments be conducted on the interior or exterior of the OAKRIDGE residential structure or exterior grounds, RAP has the right to revise the TERM and applicable sections of this MOU.

15. Financial Statements. Financial statements or financial status reports for FRIENDS fundraising and other revenue generating activities will be provided to RAP at the end of each quarter (winter quarter is due April 15, spring quarter is due July 15, summer quarter is due October 15 and fall quarter is due January 15, the following year.) An annual financial status shall be provided to RAP at the end of FRIENDS' fiscal year, which is January 1 – December 31.

16. Disposition of Assets Upon Liquidation. FRIENDS' Articles of Incorporation provide that upon liquidation, its net assets will be transferred to another California non-profit public benefit corporation with similar purposes and mission with respect to the restoration, preservation and support of OAKRIDGE.

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

18. Incorporation of Documents. The following documents are incorporated and made a part hereof by reference:

Exhibit A: Site Map

Exhibit B: Form for Reporting Non-City Employee Injuries

Exhibit C: Insurance Requirements and Instructions for Submitting Insurance

The order of precedence in resolving conflicting language, if any, in the documents shall be: 1) This MOU exclusive of attachments; 2) Exhibit A; 3) Exhibit C; and 4) Exhibit B.

[SIGNATURE PAGE TO FOLLOW]



This MOU shall supersede any prior oral or written understanding or communications between the PARTIES and constitutes the entire agreement of the PARTIES with respect to the subject matter hereof. This MOU may not be amended or modified, except in a writing signed by both PARTIES hereto.

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

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

FRIENDS OF OAKRIDGE, a 501(c)(3) California non-profit corporation

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

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

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

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

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

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

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

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

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

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

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

**Exhibit A  
Site Map**

Delineated below, the Oakridge Residence is located at 18650 Devonshire Street, Northridge, CA 91324, and includes a two-story Tudor home, pool, and tennis courts within approximately 9.47 acres of land.



OAKRIDGE Grounds

18650 Devonshire St,  
Northridge, CA 91324



OAKRIDGE Residential Structure  
and surrounding grounds.

## Exhibit-B

### Form for Reporting Non-Employee Injuries

<b>OAKRIDGE NON-CITY EMPLOYEE ACCIDENT OR ILLNESS REPORT</b>					
<b>INSTRUCTIONS:</b> All accidents, illnesses, or injuries, no matter how minor, involving non-city employees while on City property, must be documented and reported to the Principal Maintenance Supervisor within 24 hours. Administer First Aid as needed. If serious injury, call 911 first and then the Principal Maintenance Supervisor. Be thorough when completing the report. Print clearly.					
<b>PART I - PERSONAL DATA</b>					
1. NAME OF PERSON INJURED: (LAST) (FIRST) (MIDDLE)		2a. HOME ADDRESS (STREET) (CITY) (ZIP)		6. PHONE NUMBER	
		2b. BUSINESS ADDRESS (STREET) (CITY) (ZIP)		7. PHONE NUMBER	
4. SEX <input type="checkbox"/> M <input type="checkbox"/> F		5. DATE OF BIRTH	3. IF MINOR, NAME OF PARENT OR GUARDIAN		8. PHONE NUMBER
<b>PART II - ACCIDENT/INJURY</b>					
9. DATE	10. TIME	12. LOCATION OF PROPERTY INVOLVED OAKRIDGE ESTATE:		11. WAS FIRST AID GIVEN? 1. YES 2. NO	
12. (IF FIRST AID GIVEN BY NAME)		ADDRESS		PHONE NUMBER	
13. PHYSICIAN/DIAGNOSTIC INSURED TAKEN TO		ADDRESS		PHONE NUMBER	
14. NATURE OF SPECIFIC INJURIES (BE SPECIFIC)					
DESCRIBE ACCIDENT IN DETAIL (ATTACH ADDITIONAL SHEETS IF NECESSARY)					
<b>PART III - WITNESSES</b>					
16. NAME (LAST) (FIRST) (MIDDLE)		17. ADDRESS (STREET) (CITY) (ZIP)		18. PHONE NUMBER	CITY EMPLOYEE <input type="checkbox"/> YES <input type="checkbox"/> NO
a					CITY EMPLOYEE <input type="checkbox"/> YES <input type="checkbox"/> NO
b					CITY EMPLOYEE <input type="checkbox"/> YES <input type="checkbox"/> NO
c					CITY EMPLOYEE <input type="checkbox"/> YES <input type="checkbox"/> NO
d					CITY EMPLOYEE <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>PART IV - STATEMENT OF INJURED PARTY OR WITNESS</b>					
19.					
<b>PART V - FRIENDS OF OAKRIDGE ESTATE FILING REPORT</b>					
20. NAME AND POSITION		SIGNATURE		DATE	



## Exhibit C Insurance Requirements and Instructions for Submitting Insurance

Form Gen. 146 (Rev. 3/09)

### Required Insurance and Minimum Limits

Name: Friends of Oakridge Date: 02/10/2014

Agreement/Reference: Oakridge Residence, Los Angeles Historical-Cultural Monument No. 484, located at 18850 Devonshire St, Northridge, CA 91324  
Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits
<input checked="" type="checkbox"/> <b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</b>	WC <u>Statutory</u> EL <u>\$1,000,000</u>
<input type="checkbox"/> Waiver of Subrogation in favor of City <span style="margin-left: 150px;"><input type="checkbox"/> Longshore &amp; Harbor Workers</span> <input type="checkbox"/> Jones Act	
<input checked="" type="checkbox"/> <b>General Liability</b>	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations <span style="margin-left: 150px;"><input type="checkbox"/> Sexual Misconduct</span> <input checked="" type="checkbox"/> Fire Legal Liability <input type="checkbox"/>	
<input type="checkbox"/> <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	
<input type="checkbox"/> <b>Professional Liability</b> (Errors and Omissions) Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	
<input type="checkbox"/> <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage <span style="margin-left: 150px;"><input type="checkbox"/> Boiler and Machinery</span> <input type="checkbox"/> Flood <span style="margin-left: 150px;"><input type="checkbox"/> Builder's Risk</span> <input type="checkbox"/> Earthquake	
<input type="checkbox"/> <b>Pollution Liability</b>	
<input type="checkbox"/> <b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b>	100% of the contract price
<input type="checkbox"/> <b>Crime Insurance</b>	

Other: 1) In the absence of imposed auto liability requirements, all vehicles used during the course of this agreement must adhere to the financial responsibility laws of the State of California.  
2) If the Friends of Oakridge has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at <http://lacity.org/cao/risk/InsuranceForms.htm>

## CITY OF LOS ANGELES

### INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

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

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

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

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

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

whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to [CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org).

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

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

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

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

9. **Workers' Compensation and Employer's Liability** insurance are not required for

single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

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

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



MEMORANDUM OF UNDERSTANDING  
 BETWEEN  
 THE CITY OF LOS ANGELES  
 ACTING BY AND THROUGH  
 THE BOARD OF RECREATION AND PARK COMMISSIONERS  
 AND  
 FRIENDS OF OAKRIDGE  
 ESTABLISHING ROLES, RESPONSIBILITIES, AND RELATIONSHIP  
 TO RESTORE, PRESERVE, AND SUPPORT THE OAKRIDGE RESIDENCE  
 AND ITS HISTORICAL SIGNIFICANCE

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into this 3<sup>rd</sup> day of September, 2014, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, (hereinafter "CITY"), and FRIENDS OF OAKRIDGE, a California 501(c)(3) nonprofit public benefit corporation, (hereinafter "FRIENDS"). CITY and FRIENDS may be referred to collectively herein as "PARTIES".

- A. Through its Department of Recreation and Parks (RAP), the CITY owns and operates the Oakridge Residence, Los Angeles Historical-Cultural Monument No. 484, located at 18650 Devonshire Street, Northridge, California, 91324 ("OAKRIDGE"), with grounds of approximately 9.47 acres of land including a two-story, 6,000 square-foot Tudor style house, as described by the site plan and incorporated herein by reference as Exhibit-A.
- B. FRIENDS is incorporated as a California 501(c)(3) nonprofit public benefit corporation whose mission is to restore, preserve, and support OAKRIDGE and its historical significance.
- C. FRIENDS is governed by its Articles of Incorporation and Bylaws, and the activities and affairs of FRIENDS are conducted and all of its corporate powers are exercised by or under the direction of its Board of Directors, the members of which are designated, selected, and elected in accordance with FRIENDS' Bylaws.
- D. The purpose of this MOU is to establish the respective roles, responsibilities, and financial relationship between CITY and FRIENDS, with respect to fundraising for, and the preservation and restoration of OAKRIDGE.

CITY and FRIENDS hereby agree and understand as follows:

1. Fundraising.

- a. Authority to Raise Funds. FRIENDS is authorized to raise funds for OAKRIDGE. All funds raised for OAKRIDGE shall be used exclusively for the preservation, maintenance, restoration, activities or other related purposes in support of OAKRIDGE.

- b. Fundraising at OAKRIDGE. Except for CITY's own fundraising, activities, and events, FRIENDS shall be the only organization authorized to conduct fundraising activities at OAKRIDGE.
  - c. Donor Recognition. Subject to approval by RAP, FRIENDS is authorized to provide recognition to donors consistent with naming and donor recognition policies approved by the Board of Recreation and Parks Commissioners ("BOARD") (Reports No. 13-160, "Sponsorship Recognition Policy and Guidelines" and 13-161, "Naming Policy Procedures and Guidelines"). FRIENDS may propose deviations to policies or additional donor recognition on a case-by-case basis in connection with a Gift Agreement, subject to review by RAP and BOARD approval.
  - d. Gift Agreements. Gifts of facilities, equipment, materials, funds, or services to CITY for OAKRIDGE by FRIENDS are subject to negotiated Gift Agreements executed by and between CITY and FRIENDS and/or a third party contributor, approved by the BOARD, the City Attorney, the Mayor, and City Council as required. Loans of equipment, materials, or artifacts will also require written agreements approved in writing by the BOARD, City Attorney, Mayor, and City Council as required.
  - e. Right of Entry Permits. Provision of services consisting of events, and or the implementation of improvements at OAKRIDGE maybe subject to issuance of a Right of Entry Permit ("ROE") by RAP, to be determined on a case by case basis. The terms and conditions of an ROE will include a description of the activities to occur, the process involved, and details for the permittee to access OAKRIDGE, inspect and acceptance for permitted uses, as applicable.
2. Term. The term of this Memorandum of Understanding shall become effective on the date of execution by all Parties and shall remain in effect for one (1) year from the date of execution. The CITY and FRIENDS agree and understand that CITY and FRIENDS intend but are not obligated to negotiate and execute a subsequent agreement that includes additional roles and responsibilities with respect to OAKRIDGE.
3. Office Space. Depending on space available, CITY will provide within OAKRIDGE's house an administrative area for FRIENDS' staff or volunteers at no cost to FRIENDS. CITY will provide utility services for the space. FRIENDS will provide any furniture, equipment, supplies and telephone and data necessary for use of the area.
4. Use of OAKRIDGE by FRIENDS. CITY and FRIENDS agree that use of various areas and facilities of OAKRIDGE are necessary and appropriate within the scope of FRIENDS' mission.
- a. Meetings. FRIENDS is authorized no-charge use of the grounds and kitchen in the house to conduct meetings in furtherance of FRIENDS' purposes.
  - b. FRIENDS Activities. FRIENDS is authorized no-charge use of the grounds and facilities at OAKRIDGE to conduct FRIENDS' activities, including but not limited to cultivation events,

tours, fundraising activities, and educational events, subject to prior approval by RAP, in support of FRIENDS' specific purposes. Out-of-pocket expenses such as, but not limited to, staff, rental fees, supplies, and catering expenses shall be paid by FRIENDS.

- c. **Other Activities.** Use of any portion of the grounds or facilities at OAKRIDGE by any others except CITY and FRIENDS, shall be subject to a Use Permit issued by RAP, Rental Policy and Schedule of Rates and Fees approved by the BOARD, which will be developed in the future.

5. **Indemnification.** Each PARTY agrees to defend, indemnify and hold the other harmless from all loss, expense or liability for injury or death to persons and for damage, actual or alleged, to tangible property arising out of or resulting from the acts or omissions of the indemnifying PARTY, or any other person subject to supervision or control by the indemnifying PARTY, in the performance of this MOU.

In the event of third-party loss caused by the negligence, wrongful act or omission of more than one PARTY, each PARTY hereto shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed between them or may be judicially determined.

6. **Insurance.** FRIENDS shall be fully insured, and as a requirement of this MOU, FRIENDS shall additionally insure the City of Los Angeles for the coverage specified by the City Administrative Officer's (CAO) Risk Manager on Form 146R attached hereto and incorporated herein reference as Exhibit B. FRIENDS shall maintain during the TERM of this MOU evidence of insurance acceptable to the CAO Risk Manager and shall obtain approval of such insurance prior to FRIENDS' performance under this MOU and in accordance with instructions for submitting insurance to the City, included herein as part of Exhibit-B and incorporated herein by reference.

7. **Intellectual Property.** The arrangements between the PARTIES with respect to intellectual property rights will be set out in license agreements negotiated and executed by and between PARTIES, approved in writing by the BOARD, City Attorney, Mayor, and City Council as required. This MOU shall not supersede the terms of any existing or future executed license agreements.

8. **Publicity.** PARTIES agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this MOU, the use or promotion of OAKRIDGE, the acquisition of any real property, or construction of any improvements at OAKRIDGE, except as may be legally required by applicable laws, regulations, or judicial order. PARTIES agree to notify each other in writing of any press release, public announcement, marketing or promotion of OAKRIDGE. Further, any press release, public announcement, marketing materials, or brochures prepared by either PARTY, shall appropriately acknowledge the contributions of both PARTIES. To the extent stipulated in any grant agreement, PARTIES shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement, and shall provide the opportunity for attendance and participation by grantor representatives. Further, PARTIES shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both PARTIES; including elected officials and public officials. Similarly, any

document, written report, or brochure prepared by either PARTY, in whole or in part pursuant to the acquisition of property and/or installation of improvements, shall contain any acknowledgements required under any grant agreement.

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

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

9. Signage. No signs or banners of any kind will be displayed unless previously approved in writing by the BOARD and/or RAP. CITY may require removal or refurbishment, at FRIENDS' expense, of any sign previously approved. Requirements for signage shall be stipulated in a separate project permit or agreement if applicable, in accordance with CITY policies.

10. Internet Cross Promotion and Use of Marks. CITY shall cooperate with FRIENDS in reasonably maintaining or providing links to FRIENDS' Internet sites on the pages dedicated by CITY to OAKRIDGE and FRIENDS shall cooperate with CITY in reasonably maintaining or providing links to CITY and OAKRIDGE Internet sites. Otherwise, neither party shall use the other's trademarks, trade-names or logos (each, a "MARK") without the prior written approval of FRIENDS or RAP, respectively. Each MARK shall remain the sole and exclusive intellectual property of the respective party.

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

11. CITY Priorities. RAP will provide FRIENDS, from time to time, with information on OAKRIDGE's needs in terms of funding, support, or programming, which the Board of Directors of FRIENDS shall take into account in determining the use of FRIENDS' assets.

12. Financial Statements. Annual financial statements or financial status reports for FRIENDS will be provided to RAP at the end of FRIENDS' fiscal year.

13. Disposition of Assets Upon Liquidation. FRIENDS' Articles of Incorporation provide that upon liquidation its net assets will be transferred to another California non-profit public benefit corporation with similar purposes.

14. Incorporation of Documents. The following documents are incorporated and made a part hereof by reference:



Exhibit A: Site Plan

Exhibit B: Insurance Requirements and Instructions for submitting Insurance

The order of precedence in resolving conflicting language, if any, in the documents shall be: 1) This MOU exclusive of attachments; 2) Exhibit A; 3) Exhibit B.

[SIGNATURE PAGE TO FOLLOW]

This MOU shall supersede any prior oral or written understanding or communications between the PARTIES and constitutes the entire agreement of the PARTIES with respect to the subject matter hereof. This MOU may not be amended or modified, except in a writing signed by both parties hereto.

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

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

FRIENDS OF OAKRIDGE, a 501(c)(3) California non-profit corporation

By: *Sylvia Petrucci*  
President

By: *Steph Hain*

By: *Latorya D. Hill*  
Secretary

Title: *President*

Date: *9/3/14*

By: *David Kesson*

Title: *Secretary*

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

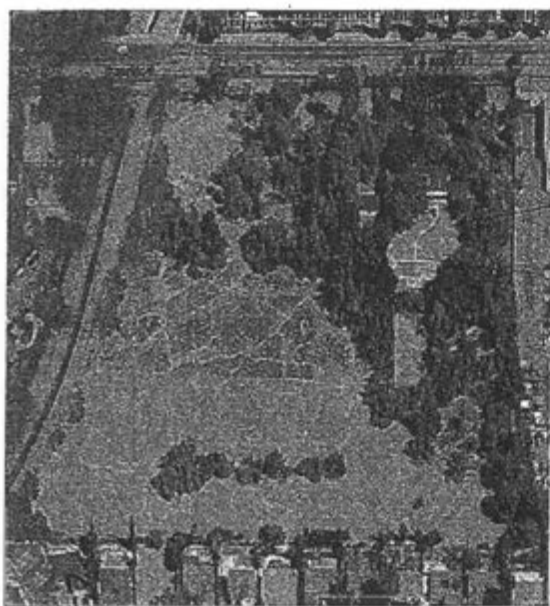
Date: *8/27/2014*

By: *[Signature]*  
Deputy City Attorney

Date: *September 3, 2014*

**Exhibit A  
Site Map**

Delineated below, the Oakridge Residence is located at 18650 Devonshire Street, Northridge, CA 91324, and includes a two-story Tudor home, pool, and tennis courts within approximately 10 acres of land.



18650 Devonshire St,  
Northridge, CA



**Exhibit B**  
**Insurance Requirements and Instructions for Submitting Insurance**

Form Gen. 146 (Rev. 3/09)

**Required Insurance and Minimum Limits**

Name: Friends of Oakridge Date: 02/10/2014

Agreement/Reference: Oakridge Residence, Los Angeles Historical-Cultural Monument No. 484, located at 18650 Devonshire St Northridge, CA 91324  
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Limits

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**General Liability** \$1,000,000  
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 Fire Legal Liability \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) \_\_\_\_\_

\_\_\_\_ **Professional Liability** (Errors and Omissions) \_\_\_\_\_  
 Discovery Period 12 Months After Completion of Work or Date of Termination

\_\_\_\_ **Property Insurance** (to cover replacement cost of building - as determined by insurance company) \_\_\_\_\_  
 All Risk Coverage  Boiler and Machinery  
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\_\_\_\_ **Pollution Liability** \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds** 100% of the contract price

\_\_\_\_ **Crime Insurance** \_\_\_\_\_

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## CITY OF LOS ANGELES

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ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

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FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
FRIENDS OF OAKRIDGE  
FOR A TERM EXTENSION OF ONE YEAR

WITNESSETH

THIS FIRST AMENDMENT ("FIRST AMENDMENT") TO the MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") establishing the roles, responsibilities, and relationship between the Department of Recreation and Parks ("RAP") and the Friends of Oakridge (hereinafter, "FRIENDS"), to restore, preserve, and support the Oakridge Residence, is made and entered into this 2<sup>nd</sup> day of SEPTEMBER, 2015, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, (hereinafter "CITY"), and FRIENDS, a California 501(c)(3) nonprofit public benefit corporation. CITY and FRIENDS may be referred to collectively herein as "PARTIES".

WHEREAS, through RAP, CITY owns and operates the Oakridge Residence, Los Angeles Historical-Cultural Monument No. 484, located at 18650 Devonshire Street, Northridge, California, 91324 (hereinafter, "OAKRIDGE"), with grounds of approximately 9.47 acres, including a two-story, 6,000 square-foot Tudor style residence; and,

WHEREAS, FRIENDS was incorporated as a California 501(c)(3) nonprofit public benefit corporation, whose mission is to restore, preserve, and support OAKRIDGE and its historical significance, is governed by its Articles of Incorporation and Bylaws, and the activities and affairs of FRIENDS are conducted, and all of its corporate powers are exercised, by or under the direction of its Board of Directors, the members of which are designated, selected, and elected in accordance with FRIENDS' Bylaws; and,

WHEREAS, on September 2, 2014, the MOU was executed with a term of one (1) year, establishing the respective roles, responsibilities, and financial relationship between CITY and FRIENDS, primarily with respect to fundraising for, and the preservation and restoration of, OAKRIDGE; and,

WHEREAS, said MOU is due to expire on September 2, 2015, and on July 6, 2015, FRIENDS requested an extension of the MOU Term, and RAP subsequently agreed to a Term extension of one (1) year, to allow RAP and FRIENDS time to evaluate FRIENDS' performance during the original MOU Term and develop additional and enhanced provisions for preparation of a new, second MOU, stipulating the terms and conditions under which FRIENDS would continue to support the needs of OAKRIDGE, including its historical significance.

THEREFORE, CITY and FRIENDS hereby agree to amend the MOU as follows:

Section 2. Term, is amended as follows:

2. Term. The term of this Memorandum of Understanding shall expire on September 2, 2016. The CITY and FRIENDS agree and understand that CITY and FRIENDS intend but are not obligated to negotiate and execute a subsequent agreement that includes additional roles and responsibilities with respect to OAKRIDGE.

Section 15. Ratification, is added to the MOU as follows:

15. Ratification. At the request of RAP, and because of the need therefore, FRIENDS began performance of the responsibilities herein required prior to the execution hereof. By its execution hereof, RAP hereby accepts such service(s) subject to all the terms, covenants, and conditions of this MOU, and ratifies this MOU with FRIENDS for such services.

Except as noted above in Section 2 and the addition of Section 15, all other terms and conditions of the MOU shall remain unchanged.

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

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

FRIENDS OF OAKRIDGE, a 501(c)(3) California non-profit, public benefit corporation

By: [Signature]  
President

By: [Signature]

By: [Signature]  
Secretary

Title: President

Date: 09/02/2015

By: [Signature]

APPROVED AS TO FORM:  
MICHAEL B. BEULE, City Attorney

Title: [Signature]

By: [Signature]  
Deputy City Attorney

Date: 8/29/2015

Date: September 9, 2015



REPORT OF GENERAL MANAGER

NO. 16-168

DATE August 10, 2016

C.D. 11

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: CULVER/SLAUSON PARK - CELLULAR EQUIPMENT INSTALLATION;  
APPROVAL OF SITE LEASE AGREEMENT WITH AT&T

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

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

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

RECOMMENDATIONS

1. Grant approval for the installation of a new unmanned wireless telecommunications facility at Culver/Slauson Park by New Cingular Wireless PCS, LLC;
2. Approve the proposed Site Lease Agreement, herein included as Attachment 1, for a five-year lease of the property (with up to three successive five-year terms) to New Cingular Wireless PCS, LLC (AT&T) for its maintenance and operation, subject to approval of the Mayor, the City Council by ordinance, and the City Attorney as to form;
3. Concur with the California Environmental Quality Act (CEQA) findings as adopted by the Los Angeles Department of City Planning on April 6, 2015 relative to the Mitigated Negative Declaration prepared for the Project;
4. Direct the Board Secretary to transmit the proposed Site Lease Agreement to the Mayor in accordance with Executive Directive No. 3, and concurrently to the City Attorney for review and approval as to form;
5. Authorize the Board President and Secretary to execute the Site Lease Agreement upon receipt of necessary approvals;
6. Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee to establish a RAP Fund and Account number into which the fees collected for the approved Site Lease Agreement may be deposited; and,
7. Authorize the RAP Chief Accounting Employee to make technical corrections, as necessary, to the transactions included in this Report to implement RAP's intentions.

## BOARD REPORT

PG. 2 NO. 16-168

### SUMMARY

On June 15, 2011, the Board of Recreation and Park Commissioners (Board) approved Board Report No. 11-185 which authorized RAP staff to enter into a Master Lease Agreement with cellular telecommunication providers for the purpose of facilitating the review of individual Site Lease Agreements, each of which to be reviewed for approval by the Board.

AT&T approached RAP with a request to install an unmanned wireless telecommunications facility at Culver/Slauson Park (Park). The Board gave conceptual approval of this proposal on June 11, 2014. (Report No. 14-140) Culver/Slauson Park is located at 5070 South Slauson Avenue. This is an approximately 3.27 acre facility which features a recreation center, basketball courts, tot lot, outdoor exercise equipment, and offers a variety of sports and other programs. The proposed installation (Project) consists of a new sixty (60) foot mono-eucalyptus style pole with twelve (12) eight-foot antennas and the associated ground equipment. Photo renderings of the proposed installations are attached hereto as Exhibit A.

RAP staff and the applicant attended a standing meeting of the Culver/Slauson Park Advisory Board to present the proposed installation and solicit feedback. Public comments received at the meeting were primarily focused on safety and aesthetic issues as well as expenditure of lease fees. No additional comments have been received by members of the public regarding this proposal to date.

RAP staff finds that the proposed location of the equipment in the northeast corner of the Park is in keeping with the adopted Standards and Guidelines for cellular equipment installation (Report No. 11-185). The northeast corner of the Park is not adjacent to existing recreation uses, and the design of the pole mimics a native tree which minimizes the potential for visual clutter within the Park. The required ground equipment is also located away from established recreation uses. RAP staff completed an initial project walk-through with the applicant which included Planning, Landscape Architecture, Maintenance and Forestry staff to identify any potential disruption that the Project may cause at the proposed location.

Subsequent to the Board granting conceptual approval for this Project, RAP signed permit applications and Right-of-Entry (ROE) permits in order for the applicant to obtain other necessary City entitlements such as a Conditional Use Permit (CUP) from the City's Planning Department. The applicant has received the CUP for this Project (Exhibit B) which included the distribution of public notification and a public hearing as legally required. A Notice of Public Hearing was mailed on April 22, 2015 to 543 property owners and/or occupants residing near the subject site, and the site was posted on May 7, 2015. The hearing was held on Tuesday, May 21, 2015. The hearing was attended by the applicant's representative, who provided a detailed description of the proposed Project and the conditional use request. A member of the community testified generally in opposition to the Project and registered a few concerns regarding the compatibility of the Project with the existing developments along the subject street and Park. A representative of Councilmember Mike Bonin's Office, Council District 11, stated that the Council Office had no opposition to the Project.

## BOARD REPORT

PG. 3 NO. 16-168

The opponents of the Project generally opposed the wireless telecommunications project because of the perceived health effects it may have on the child care and recreation facility. There were also concerns expressed regarding the loss of income due to the wireless facility installation. Two pieces of correspondence were also received regarding the proposed Project, both of which stated similar concerns.

### ENVIRONMENTAL IMPACT STATEMENT

RAP staff has determined that the Project has been previously evaluated for environmental impacts in compliance with California Environmental Quality Act (CEQA) Guidelines, and the proposed Site Lease Agreement was part of the Project. A Mitigated Negative Declaration (MND) and an associated Mitigation Monitoring Program (MMP) was adopted by the Department of City Planning on July 14, 2015 in connection with Conditional Use Permit for the installation of a wireless telecommunication facility, with the finding that all potentially significant environmental impacts would be mitigated to a level less than significant through the implementation of the measures in the MMP. Therefore, no additional CEQA documentation is required for Board approval.

RAP management and staff support the recommendations contained in this Report and Councilmember Mike Bonin's Office, Council District 11, has no opposition to the Project.

### FISCAL IMPACT STATEMENT

The approval of this Project will not have an impact on the RAP's General Fund as all application and eventual construction costs are the responsibility of the applicant. The initial Site Lease Agreement application fee of Two Thousand Dollars (\$2,000.00) was sufficient to cover RAP staff time for the processing of this application. If final approval is granted in Fiscal Year 2016-2017, the initial annual rental charge will be Forty Thousand Three Hundred Forty-Three Dollars (\$40,343.00). In subsequent years, the rate shall increase at three percent (3%) per year or the Consumer Price Index amount, whichever is higher, per the executed Master Lease Agreement.

This Report was prepared by Melinda Gejer, City Planning Associate, Planning Construction and Maintenance Branch.

### LIST OF ATTACHMENTS AND EXHIBITS

- 1) Proposed Site Lease Agreement
- 2) Exhibit A – Photo Renderings of Proposed Installations
- 3) Exhibit B – Conditional Use Permit



## SITE LEASE AGREEMENT

This SITE LEASE AGREEMENT ("SLA") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between The City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners ("Landlord"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Tenant"). Landlord and Tenant may hereinafter be collectively referred to as the "Parties" or individually as the "Party".

WHEREAS, there is an existing Master Lease Agreement between Landlord and Tenant dated November 10th, 2012 ("Master Agreement"), which remains in full force and effect; and which anticipates the execution of this SLA by the Parties hereto; and

WHEREAS, the Parties desire to enter into this SLA pursuant to and in accordance with the Master Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. All of the terms and conditions of the Master Agreement shall apply to and are deemed incorporated in this SLA provided, that in the event of conflict between this SLA and the Master Agreement, this SLA shall control. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to such terms in the Master Agreement.
2. Landlord Site Reference: Culver/Slauson Park
3. Tenant Site Reference: CLV0024 / 405 FWY/Slauson Park
4. Site Address: 5072 South Slauson Avenue, Los Angeles, CA 90230, and which is more particularly described in Attachment 1 attached hereto and incorporated herein.
5. Tenants Facilities to be erected are detailed and shall be installed in the manner set forth in Attachment 2 attached hereto and incorporated herein.
6. All notices pursuant to Section 5(G) of the Master Agreement shall be provided to Landlord's designee whose contact information is listed on Attachment 3.
7. The initial Term and Renewal Terms of this SLA shall be as set forth in Section 6 of the Master Agreement. The Commencement Date shall be confirmed in writing by Landlord and Tenant.
8. The Rent payable in consideration of this SLA shall be paid per annum in accordance with Section 7 of the Master Agreement. The Rent shall be made payable to Landlord at the following address:



Attention: Revenue Accounting  
Department of Recreation and Parks  
PO Box 86328,  
Los Angeles, CA 9008-0328.

All rent checks shall have **Landlord's Site number** clearly written on the face of the check.

9. Special Provisions: None

10. Site Utilities. Tenant shall pay for the electricity it consumes in its operation at the rate charged by the servicing utility company. If a separate electrical meter cannot be installed at a particular Site, Tenant shall pay Landlord the sum of One Thousand Eight Hundred Dollars (\$1,800) annually in advance, based on estimated annual consumption, beginning on the Commencement Date of the applicable SLA. There shall be an annual increase commensurate to the percentage increase applied to the rental charge. The site utility payments are in addition to the rental charge, and shall be made payable in the same as the rental charge.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

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 \_\_\_\_\_, 20\_\_

New Cingular Wireless PCS, LLC,  
A Delaware limited liability company

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY

Approved as to Form:

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

MICHAEL N. FEUER,  
City Attorney

By \_\_\_\_\_  
DEPUTY CITY ATTORNEY

Attachments

- Attachment 1: Legal Description of the Site
- Attachment 2: Plans and Specifications
- Attachment 3: Contact Information
- Attachment 4: Memorandum of Lease

## ATTACHMENT 1

### LEGAL DESCRIPTION OF PROPERTY

To the Site Lease Agreement dated \_\_\_\_\_ 20\_\_\_\_, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

All that certain real property situated in the County of Los Angeles, State of California, described as follows:

Lots 64 and 65, Tract No. 784, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 16, Page 56 of Maps, in the Office of the County Recorder of Los Angeles County.

Except therefrom that portion of said Lot 65 condemned for flood control purposes, as Parcel 67 in Superior Court, Los Angeles County Case No. 572920, a certified copy thereof being recorded January 19, 1953, as Instrument No. 1914, Official Records.

Assessor's Parcel Number: 4217-029-903

**ATTACHMENT 2**

**PLANS AND SPECIFICATIONS**

(including description of the antenna location, and location of ground equipment adjacent to the Premises)

To the Site Lease Agreement dated \_\_\_\_\_ 20\_\_\_\_, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

Proposed Equipment is defined below and Plans and specifications are attached hereto.

Number of Antennas: ..... 12  
Antenna Manufacturer and Type-Number: ..... CCI/HPA-65R-BUU-H8  
Weight and Dimension of Antenna(s) (LxWxD) ..... 8'  
Number of Transmission Lines: ..... 12 Fiber  
Transmission Line Mfr. and Type No.: ..... Commscope/RFFT-36SM-001\_XXX  
Diameter and Length of Transmission Line: ..... AWG#8 +/- 275'  
Location of Antenna(s) on Tower (RAD Center): ..... 50'  
Direction of Radiation (Azimuth): ..... 100/220/340  
Dimensions of Ground Space: ..... 20' x 11'  
Frequencies/Max. Power Output: ..... 698 MHz - 2360 MHz

### ATTACHMENT 3

#### CONTACT INFORMATION

To the Site Lease Agreement dated \_\_\_\_\_ 20\_\_\_\_, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

**LANDLORD:**

City of Los Angeles, Department of Recreation and Park  
221 N. Figueroa Street, Suite 200  
Los Angeles, CA 90012  
Tel: 213-202-2633  
Fax: 213-202-2614

**TENANT:**

New Cingular Wireless PCS, LLC  
a Delaware limited liability company  
1452 Edinger Ave., 3<sup>rd</sup> Floor  
Tustin, CA 92780  
(714) 566-7362

## ATTACHMENT 4

### MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on \_\_\_\_\_, 20\_\_\_\_, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners ("Landlord"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company Corporation ("Tenant").

1. Landlord and Tenant entered into a Site Lease Agreement ("SLA") on \_\_\_\_\_, 20\_\_\_\_, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Lease.
2. The term of the SLA is for five (5) years commencing on \_\_\_\_\_, 20\_\_\_\_, and ending on \_\_\_\_\_, with three (3) additional and successive five (5) year options to renew, on the same terms and condition as set forth herein unless Tenant notifies Landlord of Tenant's intention not to renew at least one hundred eighty (180) days prior to the commencement of the succeeding Renewal Term, subject to approval by Landlord.
3. The property subject to the SLA is described in Attachment 1 annexed hereto. That portion of the property being leased to Tenant ("Premises") is described in Attachment 2 and annexed hereto.

Signature Page To Follow

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Executed this \_day  
of \_\_\_\_\_, 20\_\_

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 \_\_\_\_\_, 20\_\_

New Cingular Wireless PCS, LLC,  
A Delaware limited liability company

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY

Approved as to Form:

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

MICHAEL N. FEUER,  
City Attorney

By \_\_\_\_\_  
DEPUTY CITY ATTORNEY

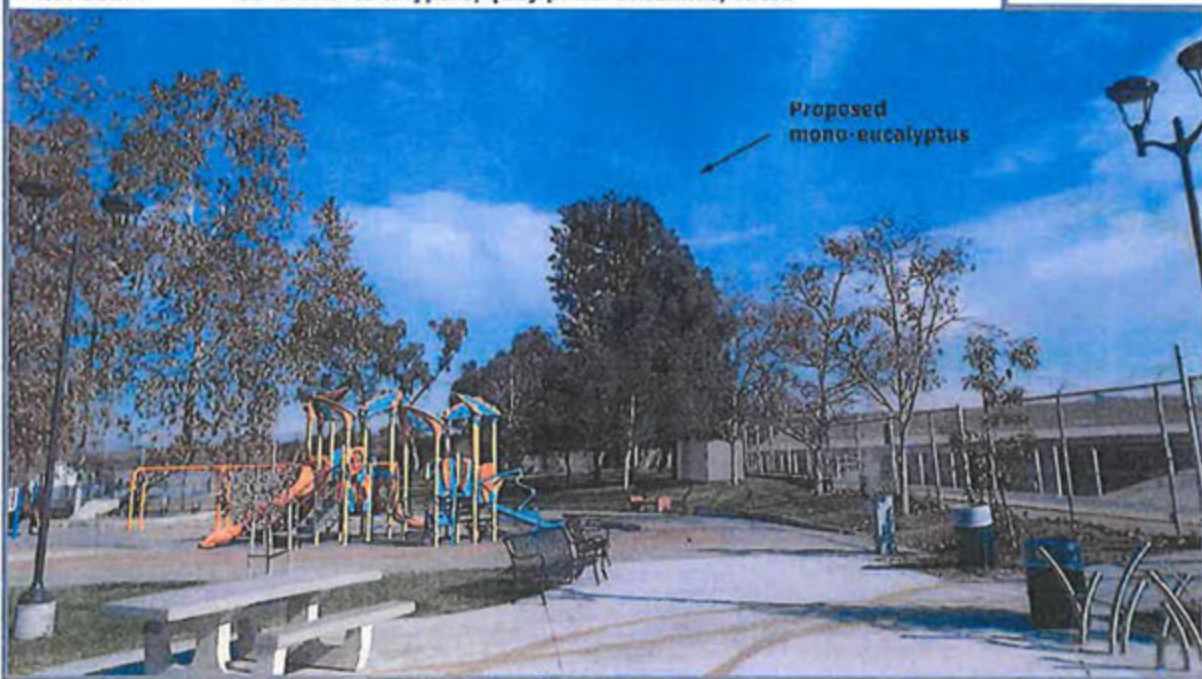


Exhibit A



EXISTING

PROPOSED: 60' mono-eucalyptus, (12) panel antennas, RRUs







EXISTING

PROPOSED: 60' mono-eucalyptus, (12) panel antennas, RRUs



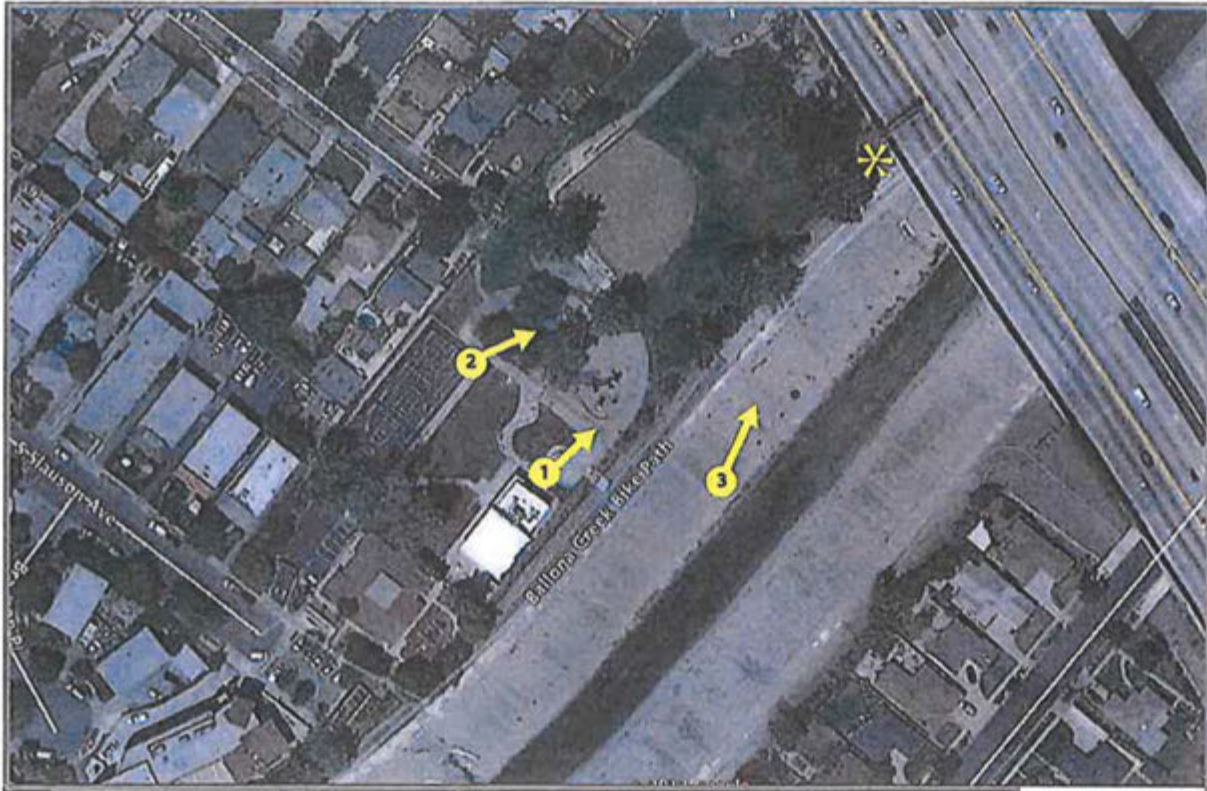


EXISTING

PROPOSED: 60' mono-eucalyptus, (12) panel antennas, RRUs







VIEWS 1-3



View Chart



**CLV0024**  
5072 S Slauson Ave  
Los Angeles CA 90230

LINN K. WYATT  
CHIEF ZONING ADMINISTRATOR

ASSOCIATE ZONING ADMINISTRATORS

JACK CHANG  
LOURDES GREEN  
THEODORE I. IRVING  
CHARLES J. RAUSCH JR.  
JIM TORIUNAGA  
FERNANDO TOVAR  
DAVID S. WEINTRAUB  
MAYA E. ZAITZEVSKY

CITY OF LOS ANGELES  
CALIFORNIA



ERIC GARCETTI  
MAYOR

Exhibit B  
DEPARTMENT OF  
CITY PLANNING

EMILIA HUEL LOGRANDE  
DIRECTOR

OFFICE OF  
ZONING ADMINISTRATION

20571 SHELTON STREET, 7<sup>TH</sup> FLOOR  
LOS ANGELES, CA 90012  
(213) 978-1418  
FAX: (213) 978-1444  
[www.planning.lacity.org](http://www.planning.lacity.org)

July 14, 2015

AT&T Mobility (A)  
1265 North Van Buren Street  
Anaheim, CA 92806

Placido Macaraeg (O)  
City of Los Angeles  
Department of Recreation and Parks  
1149 South Broadway, #610  
Los Angeles, CA 90015

Brianna Noler (R)  
Cortel for AT&T Mobility  
11660 Church Street, #430  
Rancho Cucamonga, CA 91730

CASE NO. ZA 2014-2329(CUW)  
CONDITIONAL USE  
5072 South Slauson Avenue  
Palms-Mar Vista-Del Rey Planning Area  
Zone : OS-1XL  
D. M. : 108B161 and 108B165  
C. D. : 11  
CEQA : ENV-2014-2330-MND  
Legal Description: Lots 64 and 65,  
Tract 784

Pursuant to Los Angeles Municipal Code Section 12.24-W,49, I hereby APPROVE:

a Conditional Use to permit the installation, use and maintenance of a new unmanned wireless telecommunications facility in the OS-1XL Zone,

upon the following additional terms and conditions:

1. All other use, height and area regulations of the Municipal Code and all other applicable government/regulatory agencies shall be strictly complied with in the development and use of the property, except as such regulations are herein specifically varied or required.
2. The use and development of the property shall be in substantial conformance with the plot plan submitted with the application and marked Exhibit "A", except as may be revised as a result of this action.
3. The authorized use shall be conducted at all times with due regard for the character of the surrounding district, and the right is reserved to the Zoning Administrator to impose additional corrective Conditions, if, in the Administrator's opinion, such Conditions are proven necessary for the protection of persons in the neighborhood or occupants of adjacent property.



4. All graffiti on the site shall be removed or painted over to match the color of the surface to which it is applied within 24 hours of its occurrence.
5. A copy of the first page of this grant and all Conditions and/or any subsequent appeal of this grant and its resultant Conditions and/or letters of clarification shall be printed on the building plans submitted to the Development Services Center and the Department of Building and Safety for purposes of having a building permit issued.
6. The applicant shall defend, indemnify and hold harmless the City, its agents, officers, or employees from any claim, action or proceedings against the City or its agents, officers, or employees relating to or to attack, set aside, void or annul this approval which action is brought within the applicable limitation period. The City shall promptly notify the applicant of any claim, action, or proceeding and the City shall cooperate fully in the defense. If the City fails to promptly notify the applicant of any claim action or proceeding, or if the City fails to cooperate fully in the defense, the applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City.
7. The installation shall consist of the following:
  - a. A maximum 60-foot in height "mono-eucalyptus" type monopole. The monopole shall be painted and textured to resemble a eucalyptus tree, and faux limbs and leaves shall be installed and painted to resemble the limbs and leaves of said eucalyptus tree.
    - 1) There shall be three (3) sectors containing four panel antennas, each mounted on the monopole.
    - 2) There shall be one (1) GPS antenna, twelve remote radio units, and one 4-foot diameter parabolic dish antenna, each mounted on the monopole.
    - 3) The installed panel antennas shall not extend beyond the faux limbs and leaves.
  - b. An 8-foot CMU equipment enclosure shall be installed on a non-permeable concrete pad with fuel/spill containment features to screen the emergency generator and associated equipment.
    - 1) The 8-foot CMU equipment enclosure shall be painted and textured to resemble the exterior of the existing buildings within the park.
    - 2) All associated equipment cabinets shall be concealed behind the walls of the equipment enclosure.
8. All new utility lines that directly service the site shall be installed underground. If underground service is not currently available, then provisions shall be made for future underground service.



9. The subject grant shall not be exercised in a manner to conflict with the potential co-location of other carriers on the subject site.
10. The electronic equipment shall be installed and constructed with valid City of Los Angeles building permit(s).
11. All applicable laws, regulations and standards of all local, state, and federal government agencies shall be observed.
12. Verification of Radio Frequency. The facility shall not interfere with TV, radio, or cordless phone reception or exceed RF limits established by the Federal Communications Commission. Within 60 days after installation, a copy of the RF Certification Form, showing actual RF emissions, shall be transmitted to the Office of Zoning Administration for placement in the case file.
13. Structural Integrity. Prior to the issuance of a building permit, the applicant shall submit a Structural integrity Report from a professional engineer licensed in the State of California documenting the following, to the satisfaction of the Department of Building and Safety:
  - a. Structure height and design, including technical, engineering, economic and other pertinent factors governing selection of the proposed design
  - b. Total anticipated capacity of the structure, including number and types of antennas which can be accommodated;
  - c. Failure characteristics of the structure and demonstration that site and setbacks are of adequate size to contain debris in the event of failure.
  - d. Specific design and reconstruction plans may allow shared use.
14. Should the use of the granted right cease more than 90 days, the antennas and equipment shall be removed to the satisfaction of the Department of Building and Safety.
15. The mitigation measure identified in Environmental Clearance Case No. ENV-2014-2330-MND has been carried forward herein as condition of this grant (listed below) and shall be fully complied with:
  - a. Aesthetics (Unmanned Wireless Telecommunications Facility)

The proposed facility shall be disguised so as to blend into the surrounding neighborhood to the satisfaction of the decision-maker. This may involve, but not be limited to, one or more of the following: painting and texturing to match the existing surroundings, disguising the installation, concealment behind screen walls, incorporation into existing structures, and/or surrounding the installation with additional landscaping.

16. Prior to the issuance of any permits relative to this matter, a covenant acknowledging and agreeing to comply with all the terms and conditions established herein shall be recorded in the County Recorder's Office. The agreement (standard master covenant and agreement form CP-6770) shall run with the land and shall be binding on any subsequent owners, heirs or assigns. The agreement with the conditions attached must be submitted to the Development Services Center for approval before being recorded. After recordation, a certified copy bearing the Recorder's number and date shall be provided to the Zoning Administrator for attachment to the subject case file.

#### **OBSERVANCE OF CONDITIONS - TIME LIMIT - LAPSE OF PRIVILEGES**

All terms and conditions of the approval shall be fulfilled before the use may be established. The instant authorization is further conditional upon the privileges being utilized within three years after the effective date of approval and, if such privileges are not utilized or substantial physical construction work is not begun within said time and carried on diligently to completion, the authorization shall terminate and become void.

#### **TRANSFERABILITY**

This authorization runs with the land. In the event the property is to be sold, leased, rented or occupied by any person or corporation other than yourself, it is incumbent upon you to advise them regarding the conditions of this grant.

#### **VIOLATIONS OF THESE CONDITIONS, A MISDEMEANOR**

Section 12.29 of the Los Angeles Municipal Code provides:

"A variance, conditional use, adjustment, public benefit or other quasi-judicial approval, or any conditional approval granted by the Director, pursuant to the authority of this chapter shall become effective upon utilization of any portion of the privilege, and the owner and applicant shall immediately comply with its Conditions. The violation of any valid Condition imposed by the Director, Zoning Administrator, Area Planning Commission, City Planning Commission or City Council in connection with the granting of any action taken pursuant to the authority of this chapter, shall constitute a violation of this chapter and shall be subject to the same penalties as any other violation of this Code."

Every violation of this determination is punishable as a misdemeanor and shall be punishable by a fine of not more than \$2,500 or by imprisonment in the county jail for a period of not more than six months, or by both such fine and imprisonment.

#### **APPEAL PERIOD - EFFECTIVE DATE**

The applicant's attention is called to the fact that this grant is not a permit or license and that any permits and licenses required by law must be obtained from the proper public agency. Furthermore, if any Condition of this grant is violated or if the same be not complied with, then the applicant or his successor in interest may be prosecuted for violating these Conditions the same as for any violation of the requirements contained in

the Municipal Code. The Zoning Administrator's determination in this matter will become effective after JULY 29, 2015, unless an appeal therefrom is filed with the City Planning Department. It is strongly advised that appeals be filed early during the appeal period and in person so that imperfections/incompleteness may be corrected before the appeal period expires. Any appeal must be filed on the prescribed forms, accompanied by the required fee, a copy of the Zoning Administrator's action, and received and receipted at a public office of the Department of City Planning on or before the above date or the appeal will not be accepted. **Forms are available on-line at <http://planning.lacity.org>**. Public offices are located at:

Figueroa Plaza  
201 North Figueroa Street,  
4th Floor  
Los Angeles, CA 90012  
(213) 482-7077

Marvin Braude San Fernando  
Valley Constituent Service Center  
6262 Van Nuys Boulevard, Room 251  
Van Nuys, CA 91401  
(818) 374-5050

If you seek judicial review of any decision of the City pursuant to California Code of Civil Procedure Section 1094.5, the petition for writ of mandate pursuant to that section must be filed no later than the 90th day following the date on which the City's decision became final pursuant to California Code of Civil Procedure Section 1094.6. There may be other time limits which also affect your ability to seek judicial review.

#### NOTICE

The applicant is further advised that all subsequent contact with this office regarding this determination must be with the Zoning Administrator who acted on the case. This would include clarification, verification of condition compliance and plans or building permit applications, etc., and shall be accomplished **BY APPOINTMENT ONLY**, in order to assure that you receive service with a minimum amount of waiting. You should advise any consultant representing you of this requirement as well.

#### FINDINGS OF FACT

After thorough consideration of the statements contained in the application, the plans submitted therewith, and the statements made at the public hearing on May 21, 2015, all of which are by reference made a part hereof, as well as knowledge of the property and surrounding district, I find that the requirements for authorizing a conditional use permit under the provisions of Section 12.24-W have been established by the following facts:

#### BACKGROUND

The subject property is located in the Palms-Mar Vista-Del Rey Community Plan area in the Open Space land use category and zoned OS-1XL and R1-1. The property is subject to the ZI 2427 (Freeway Adjacent Advisory Notice for Sensitive Uses) and located within the Los Angeles Coastal Transportation Corridor.

Properties adjoining the park to the southwest (across Slauson Avenue) and west (fronting Slauson Avenue) are zoned R3-1 and developed with multi-family dwellings. The property across Slauson Avenue from the park is developed with a family center and zoned R3-1.

Properties adjoining the park to the northwest are single-family dwellings and zoned R1-1. The north side of the park is adjacent to the 405 freeway, zoned PF-1XL, and to the easterly side is a bike path and Ballona Creek zoned OS-1XL.

The property is composed of two, irregular-shaped lots, approximately 139,445 square-feet, with an upward northeast slope, with approximately 70 feet of paved street frontage on the northerly side of Slauson Avenue, a 50-foot frontage on the easterly side of Coolidge Avenue, and approximately 120 feet of cul-de-sac frontage along Berryman Avenue on the northerly side.

Slauson Avenue, adjoining the project on the north, is a Local Street, dedicated a width of 67 feet, and improved with asphalt, speed bumps, concrete curb, gutter, and sidewalk, parkway, and underground utilities. The street terminates at the park's frontage with a parking lot and access to the adjacent bike path.

Coolidge Avenue, adjoining the project on the southeast, is a Local Street, dedicated a width of 50 feet, and improved with asphalt, speed bumps, concrete curb, gutter, and sidewalk, parkway, and underground utilities. The street terminates at the park.

Berryman Avenue, adjoining the project on the southeast, is a Local Street, dedicated a width of 50 feet, and improved with asphalt, speed bumps, concrete curb, gutter, and sidewalk, parkway, and underground utilities. The street terminates at the cul-de-sac adjoining the park.

During the site visit on February 23, 2015, staff observed that the subject property is an active public open space, Culver Slauson Park, developed with two recreation buildings, a children's play area, baseball diamond, basketball courts, barbecue pits, and picnic tables. The southeastern side of the park is adjacent to the channelized (at this portion) Ballona Creek that has a bicycle/pedestrian path running along the top of the channel. A chain-link fence has been installed between the bicycle/pedestrian path and the park; however, gateway entries are provided. Trees are situated along the edges of the park and scattered throughout, as well as in the vicinity of the proposed installation area.

The proposed project is the installation of an unmanned wireless facility including a 60-foot in height mono-pole, disguised as a eucalyptus tree on the northeast section of the park (adjacent to the fence along the bicycle path). The associated equipment will be located in a 220 square-foot leased area along the southwest side, between the bicycle path fence and the playground. The eucalyptus mono-pole includes 12 – 8-foot antennas, 4 per sector, a GPS antenna, and a 2-foot microwave antenna. The leased area will include 8-foot CMU block wall, a permanent diesel back-up generator, and utility cabinets.

Previous zoning related actions on the site/in the area include:

#### Subject Property

Case No. ZA 2011-0183(ZAI) – On April 14, 2011 the Zoning Administrator made the Interpretation that the demolition and replacement of an existing on-story Department of Recreation and Parks building with like-kind facilities, is not subject to the parking requirements and shall not be required to provide additional parking.



CPC 2005-8252(CA) – On April 10, 2007, The City Planning Commission transmitted a draft for local regulations for the Mellow Act.

Case No. 95-0148(GPC) – On May 22, 1996, Ordinance No. 171,000 became effective changing the zones from R1-1 and R3-1 to OS-1-XL.

Case No. CPC 84 0226(SP) – On September 22, 1993 Ordinance No. 168,999 became effective repealing Ordinance No. 160394 and establishing the Los Angeles Coastal Transportation Corridor Specific Plan.

Case No. CPC 1986-0256(GPC) – On December 28, 1988 Ordinance No. 164,177 became effective changing the zone from R4-1 to R3-1.

AFF-45940 – No information is available.

There are no similar or relevant ZA, APC, or CPC cases in the surrounding area.

### **Public Hearing**

A Notice of Public Hearing was mailed on April 22, 2015 to 543 property owners and/or occupants residing near the subject site for which an application, as described below, had been filed with the Department of City Planning. All interested persons were invited to attend the public hearing at which they could listen, ask questions, or present testimony regarding the project. The site was posted on May 7, 2015.

The purpose of the hearing was to obtain testimony from affected and/or interested persons regarding this application. Interested parties were also invited to submit written comments regarding the request prior to the hearing. The environmental impact was among the matters considered at the hearing. Several written correspondences from the public were received prior to the hearing.

The hearing was held on Tuesday, May 21, 2015 at approximately 9:30 a.m., at the West Los Angeles Municipal Building, Second Floor Hearing Room, 1645 Corinth Avenue, Los Angeles, CA 90025. The hearing was held by the Zoning Administrator from the Office of Zoning Administration in taking testimony for ZA 2014-2329(CUW) and CEQA No. ENV-2014-2330-MND.

The hearing was attended by the applicant's representative, who provided a detailed description of the proposed project and the conditional use request. A member of the community testified generally in opposition to the project and registered a few concerns regarding the compatibility of project with the existing developments along the subject street and park. A staff member of Council District Office No. 11 stated the Council Office had no opposition to the project.

The opponents of the project generally opposed the wireless telecommunications project because of the perceived health effects it may have on the child care and recreation facility. There was also concerns expressed regarding the loss of income due to the wireless facility installation.

### CORRESPONDENCE

On May 7, 2015, a letter was received from Verdis Ferraro, resident of an abutting property and of operator Rise 'n' Shine Childcare, stating concerns for the location of the telecommunications tower and the effects on her client's children attending her day care center.

On May 11, 2015, the Solomon Family sent an e-mail expressing their concerns of the tower in a residential area with many children and asking for a denial of the project.

### BASIS FOR CONDITIONAL USE PERMITS

A particular type of development is subject to the conditional use process because it has been determined that such use of property should not be permitted by right in a particular zone. All uses requiring a conditional use permit from the Zoning Administrator are located within Section 12.24-W of the Los Angeles Municipal Code. In order for a wireless telecommunications facility to be authorized, certain designated findings have to be made. In these cases, there are additional findings in lieu of the standard findings for most other conditional use categories.

### FINDINGS

Following (highlighted) is a delineation of the findings and the application of the relevant facts to same:

1. **The project will enhance the built environment in the surrounding neighborhood or will perform a function or provide a service that is essential or beneficial to the community, city or region.**

The proposed project is the installation of an unmanned wireless telecommunication facility consisting of a 60-foot in height mono-pole, disguised as a eucalyptus tree on the northeast corner of the park (next to the fence along the bicycle path). The associated equipment will be located in a 220 square-foot leased area along the southwest side, between the bicycle path fence and the playground. The eucalyptus mono-pole includes 12 – 8-foot antennas, 4 per sector, a GPS antenna, and a 2-foot microwave antenna. The leased area will consist of an 8-foot CMU block wall, a permanent diesel back-up generator, and utility cabinets.

The mono-pole is designed to blend with the surroundings, disguised as a eucalyptus and located with other existing trees in the park. It will provide greater coverage for AT&T. The 8-foot CMU wall enclosure will screen the generator, cabinets and other related equipment for the facility.

The installation at the proposed location would provide a seamless integration of the communication network which is an "inherently beneficial use" where the general public will benefit by the improved service. The basis of being inherently beneficial is that since the introduction of wireless telecommunications systems, they have proven to be an invaluable communications tool in the event of emergencies (traffic



accidents, fires, etc.) and natural disasters (earthquakes, floods, etc.) where normal land line communications are often disrupted, overlooked, or inaccessible during and after such events has occurred. Wireless technology is utilized by numerous governmental and quasi-governmental agencies that provide emergency service. Wireless Telecommunications Facilities have also proven to be invaluable tools in business communications and everyday personal use.

The proposed location would be desirable to the public convenience and welfare of the installation of wireless telecommunications as verified by the applicant's submitted Propagation Maps. Therefore, the proposed wireless telecommunications will perform a function and provide a service that is essential and beneficial to the community, city and region.

2. **The project's location, size, height, operations and other significant features will be compatible with and will not adversely affect or further degrade adjacent properties, the surrounding neighborhood, or the public health, welfare and safety.**

In order for wireless facilities to operate at premium levels, a certain amount of height is necessary to attain this objective. The structure has been designed in the form of a monopole, camouflaged as a eucalyptus tree so that it will complement the existing vegetation in the area; the branches, leaves and trunk will be appropriately colored and textured. While the proposed structure is tall, it has the added aesthetics of its camouflage to blend in with the surroundings of the park, bicycle path and the Ballona Creek.

The proposed facility will be unmanned, have no impact on nearby circulation systems, and generate no noise, no odor, smoke or any adverse impacts to adjacent land uses. The applicant has submitted statements that the facility will be operated in compliance with FCC regulations.

Typically, the primary issue in siting Wireless Telecommunications Facilities is how to balance the project proponent's needs for improving wireless telecommunications with the City's goals to reduce visibility of the antennas and not unnecessarily add to the height, mass, and bulk to buildings and structures. In the instant case, equipment is incorporated into the camouflaged to blend in with the environment.

As conditioned, the project's location, size, height, operations and other significant features will be compatible with and will not adversely affect or further degrade adjacent properties, the surrounding neighborhood, or the public health, welfare and safety.

3. **The project substantially conforms with the purpose, intent and provisions of the General Plan, the applicable community plan, and any specific plan.**

The Community Plan is silent on the issue of wireless facilities and not foreseen as an element within the park setting, however, Chapter III, Land Use Plan Policies and Programs, Public and Institutional Land Use states, "Public facilities such as libraries, parks, schools, fire and police stations shown on the Palms-Mar Vista-Del

Rey Community Plan should be developed in accordance with user needs, site area, design and general location....." There is a need within the community for the services of the facility and siting the facility within the park fulfills that need.

The telecommunication industry is building infrastructure for the 21st Century's information economy. "Telecommunications is an emerging field with the potential to significantly alter the way southern Californians communicate, work, and commute. The concentration of business and population in the City of Los Angeles and rapid technological advances offer the opportunity to provide an integrated network serving as the regional hub for public and private users." (Framework, 1996)

Unlike other land uses, which can be spatially determined through the General Plan Land Use Element or other elements, the location requirements of wireless telecommunication facilities are more dynamic and not easily predetermined. Rather, location is determined case-by-case based on technical requirements such as service area, topography, and the surrounding built and natural environment, alignment with neighboring telecommunication sites, and customer demand throughout the City. The City has adopted regulations and standards in order to provide for growth in this industry while regulating it to protect adjacent properties from adverse impacts and with low-power transmitters designed to minimize signal interference.

As such, the project substantially conforms with the purpose, intent and provisions of the General Plan and the applicable community plan.

#### **ADDITIONAL REQUIRED FINDINGS**

4. **The project is consistent with the general requirements of the Wireless Telecommunications Facilities standards set forth in Section 12.21-A,20 of this Code.**
  - a. **The site is of a size and shape sufficient to provide the following setbacks:**
    - 1) **For a monopole or tower, the tower setback requirements of Subparagraph (2) (Antenna Setback) or Paragraph (a) of Section 12,21-A,20 are met as to those portions of the property abutting the residential or public uses.**

The site of the project is within the Culver/Slauson Park. The site is approximately 139,445 square-feet in size and located on the northerly side of Slauson Avenue. Coolidge and Berryman Avenues terminate to the westerly side of the Park, and Interstate 405 is to the northeast and Ballona Creek is on the southeast boundaries. The location of the 60-foot in height mono-pole/eucalyptus tree is at the northeast section of the Park, which is adjacent to the fence separating the park from the bicycle path running along the top of the channel of Ballona Creek and over 150 feet from the nearest residence.

Therefore the site is a size and shape and is well within the setback requirements.

- 2) **For all other towers or monopoles, the site shall be of sufficient size to provide the setback required in the underlying zone between the base of the tower, accessory structures and uses, and guy anchors, if any, to all abutting property lines.**

The site is a city park and therefore within the OS zone, which has no height requirements.

- b. **The required setbacks shall be improved to meet the screening and landscaping standards of Subparagraph (5) (Screening) and Subparagraph (6) (Landscaping) of Paragraph (a) of Section 12.21-A,20 to the extent possible within the area provided.**

The proposal is for the mono-pole to be disguised as an eucalyptus tree and placed in an area with other existing trees in the park. The related equipment enclosure will be placed along the easterly fence, next to the bicycle path and next to the playground. The enclosure will be made of eight-foot in height CMU block walls.

The site is an active park providing appropriate landscaping in and around the active areas. Trees and shrubs line the fence area where the mono-pole/eucalyptus tree and equipment enclosure are proposed. There is turf throughout the park for patron use and enjoyment with shrubs and trees along edges and within planters. Therefore the project meets the screening and landscaping standards.

- c. **The visual impact standard of Subparagraph (4) of Paragraph (a) of Section 12.21-A,20 is met.**

The proposal is for the 60-foot in height mono-pole to be disguised as a eucalyptus tree and placed in an area with other existing trees in the park, which are of varying heights and compatible with the groupings. The buildings in the area range from one to three stories. The mono-pole/eucalyptus tree is located next to the raised portion of Interstate 405 to the northeast.

- d. **An effort in good faith was made by the applicant to locate on existing sites or facilities in accordance with the guidelines of Subparagraph (3) (Locating Antenna at Existing Sites) of Paragraph (a) of Section 12.21-A,20.**

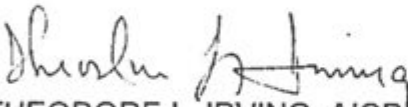
As part of the site analysis for locating on existing sites the applicant found two possible sites, however, the site at 5075 South Slauson Avenue did not have sufficient space to accommodate the equipment and the site of the

Ballona Open Space was not adequate for the RF's coverage needs. Therefore a good faith effort was made to locate on existing sites but was unable to.

#### ADDITIONAL MANDATORY FINDINGS

5. The National Flood Insurance Program rate maps, which are a part of the Flood Hazard Management Specific Plan adopted by the City Council by Ordinance No. 172,081, have been reviewed and it has been determined that this project is located in Zone C, areas of minimal flooding.
6. On April 6, 2015, a Mitigated Negative Declaration (ENV-2014-2330-MND) was prepared for the proposed project. On the basis of the whole of the record before the lead agency including any comments received, the lead agency finds that with imposition of the mitigation measures described in the MND (and identified in this determination), there is no substantial evidence that the proposed project will have a significant effect on the environment. I hereby adopt that action. This Mitigated Negative Declaration reflects the lead agency's independent judgment and analysis. The records upon which this decision is based are with the Environmental Review Section of the Planning Department in Room 750, 200 North Spring Street.

Inquiries regarding this matter shall be directed to Nora Dresser, Planning Staff for the Office of Zoning Administration at 213-978-1346.

  
THEODORE L. IRVING, AICP  
Associate Zoning Administrator

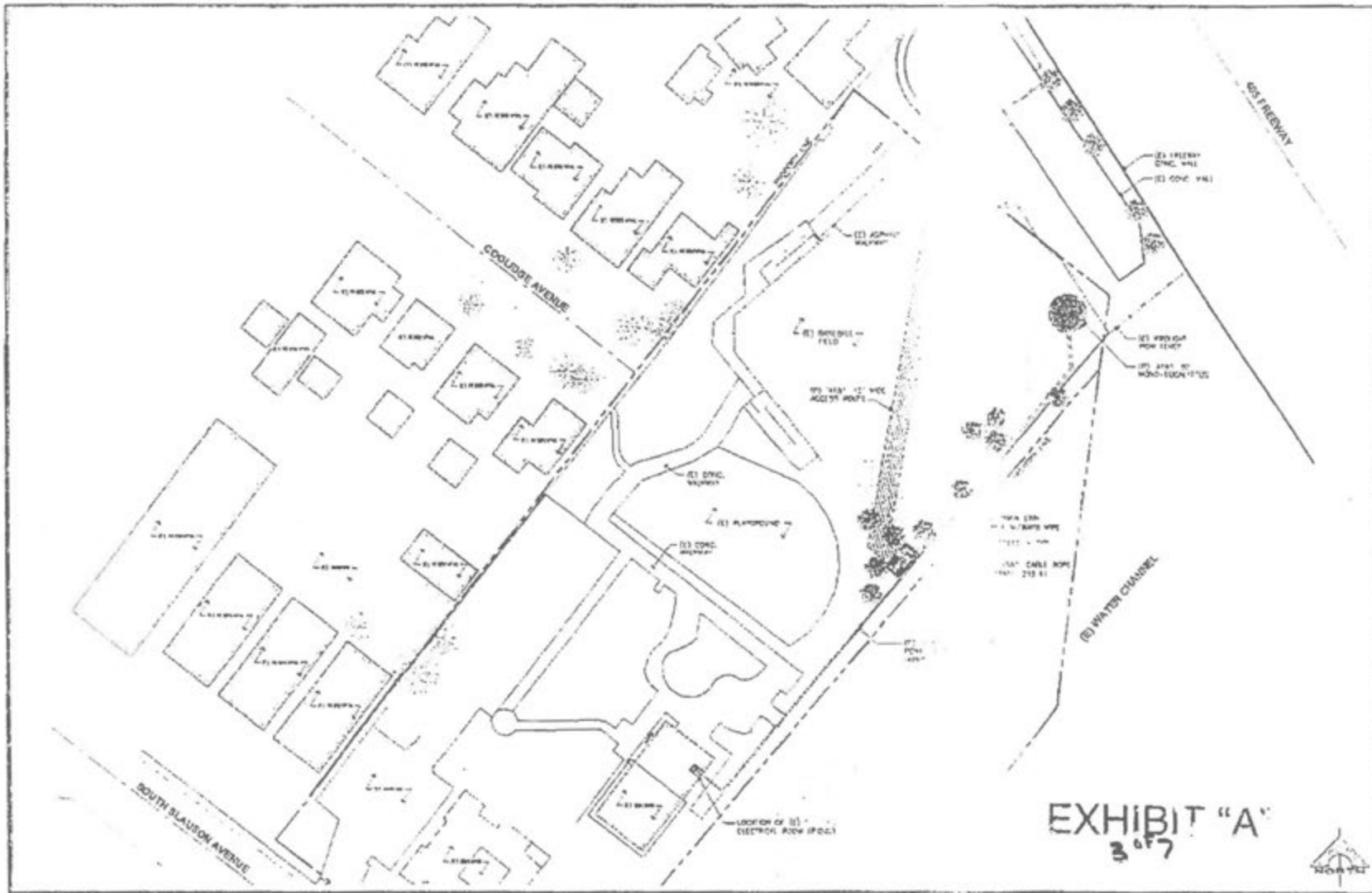
TLI:ND:Imc

cc: Councilmember Mike Bonin  
Eleventh District  
Adjoining Property Owners









**at&t**  
 12900 PINE BLAKE DRIVE  
 CERRITOS, CA 90703

**Cortel, LLC**  
 14821 44TH AVENUE  
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 100 W 8th Street, Suite 101  
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 FAX: (310) 461-8889  
 www.breez.com

NO.	DATE	DESCRIPTION
1	07/20/14	Final General Permit
2	12/18/13	Site General Permit
REV	DATE	DESCRIPTION

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CLV0024  
 405 FW/SLAUSON PARK  
 5072 S. SLAUSON AVE  
 LOS ANGELES, CA 90230  
 MONO-EUCALYPTUS (OUTDOOR)

SHEET TITLE  
**SITE PLAN**

SHEET NUMBER  
**A-1**

**EXHIBIT "A"**  
 3 of 7



SCALE 1/8"=1'-0" 1

**SITE PLAN**

FENCE HOOD/POND FENCE LEASE AREA	ICE BRIDGE GABLE TAFT WALL/PARTITION		FE- ODFP- ODFM- ODFN- ODFC- ODFP-
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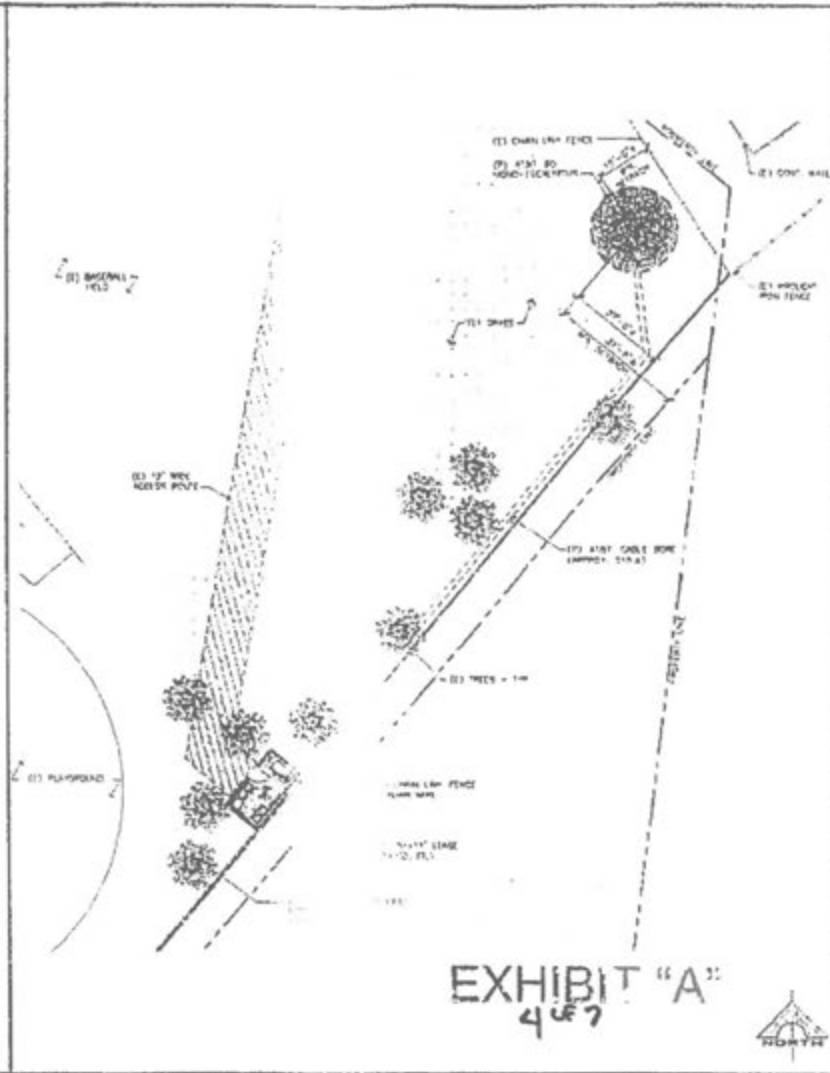
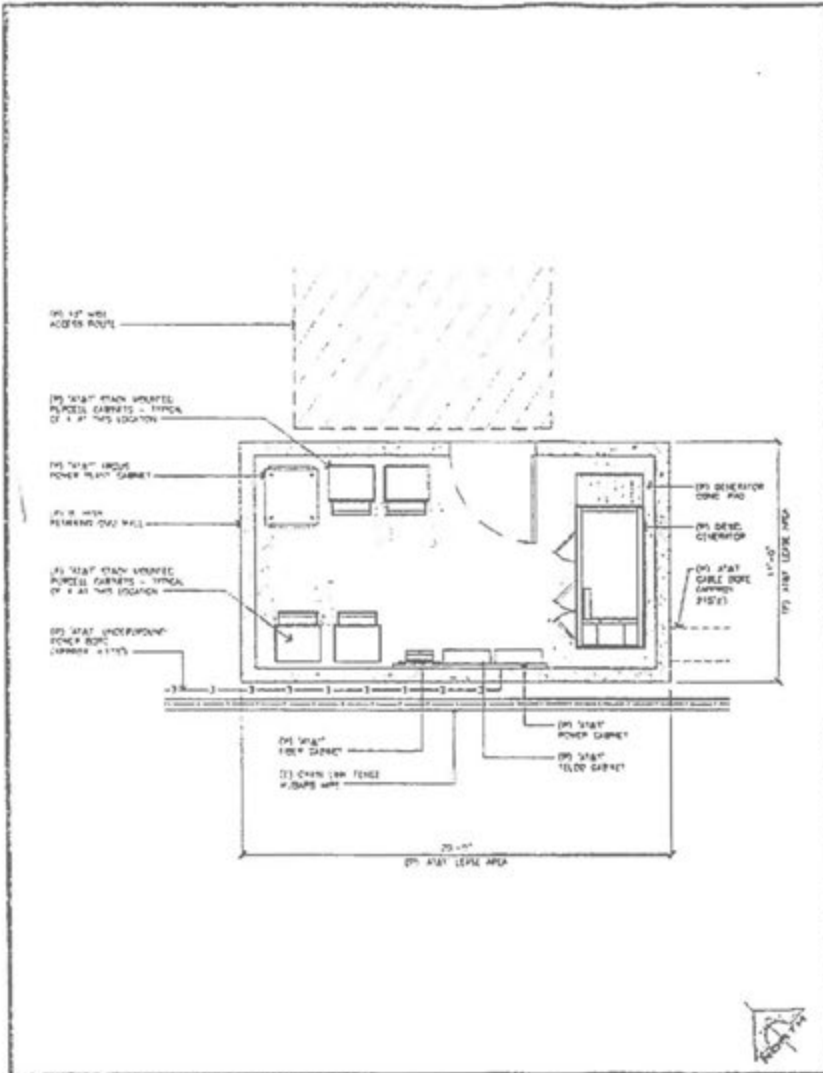
**GRAPHICS LEGEND**

FACILITY INTERFACE FRAME OPTICAL BASESTATION INTERFACE THE SYSTEM MULTIPLE ACCESS CODE DIVISION MULTIPLE ACCESS GLOBAL SYSTEM FOR MOBILE COMMUNICATIONS UNIVERSAL WORLDWIDE TELECOMMUNICATIONS	PPP PTL TAU TAU GPS HMC	REMOTE RADIO UNIT REMOTE ELECTRICAL UNIT TOWER HOISTED AMPLIFIER CONCRETE UNDERLAY UNIT GLOBAL POSITIONING SYSTEM HEATING VENTILATION AIR CONDITIONING
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**ACRONYM LEGEND**

24 2014-2329 - CWV





**at&t**  
12800 PARK PLACE DRIVE  
CERRITOS, CA 90703

**Cortel, LLC**  
14021 AVENUE MONTE  
SAN DIEGO, CALIFORNIA 92127

**GREEN**  
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TORRANCE, CA 90503  
TEL: (310) 461-8899  
FAX: (310) 461-4000  
www.green.com

NO.	DATE	DESCRIPTION
1	01/20/14	ISSUE FOR PERMITS
2	01/20/14	ISSUE FOR CONSTRUCTION
3	01/20/14	ISSUE FOR CONSTRUCTION

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CLV0024  
405 FWY/SLAUSON PARK  
5072 S. SLAUSON AVE  
LOS ANGELES, CA 90230  
MONO-EUCALYPTUS (OUTDOOR)

SHEET TITLE  
ENLARGED SITE PLAN AND  
EQUIPMENT LAYOUT PLAN

SHEET NUMBER  
A-2

(P) EQUIPMENT LAYOUT PLAN SCALE 3/8" = 1'-0" 2

(P) ENLARGED SITE PLAN SCALE 1/8" = 1'-0" 4

**GRAPHICS LEGEND**

FENCE: WOOD/CHAIN LINK FENCE: [Symbol]	ICE BRIDGE: CABLE TRAIL: [Symbol]
LEASE AREA: [Symbol]	WALL/PARTITION: [Symbol]

**ACRONYM LEGEND**

RF: FACILITY INTERFACE FRAME	RFU: FENCE PHOTO UNIT
OSP: OPTICAL BASE STATION INTERFACE	REU: REMOTE ELECTRICAL UNIT
TSM: THE SHIELDING MULTIPLE ACCESS	TDJ: TOWER MOUNTED JUNCTION
CSA: CODE DIVISION MULTIPLE ACCESS	CMU: CONCRETE MASONRY UNIT
GPS: GLOBAL POSITIONING SYSTEM	GPS: GLOBAL POSITIONING SYSTEM
UMTS: UNIVERSAL MOBILE TELECOMMUNICATIONS	MCU: MECHANICAL VENTILATION AIR CONDITIONING

EXHIBIT "A"  
4/7



7A 2014-2329 - CUW

PROPOSED ANTENNA AND TRANSMISSION CABLE REQUIREMENTS							
SECTION	PROPOSED TECHNOLOGY	RFT/RRU		ANTENNA HEIGHT	RIS CENTER	TRANSMISSION LINE LENGTH (FT +/-)	DC CABLE GND (FT)
		AMP OR NON AMP	SIZE (L' X' H')				
ALPHA SECTION	A1	LTE	AMP	8	100'	33'-0"	+/- 275'
	A3	LTE	AMP	8	100'	33'-0"	+/- 275'
	A3	UMTS	AMP	8	100'	33'-0"	+/- 275'
	A4	LTE	AMP	8	100'	33'-0"	+/- 275'
BETA SECTION	B1	LTE	AMP	8	220'	30'-0"	+/- 275'
	B2	LTE	AMP	8	220'	30'-0"	+/- 275'
	B3	UMTS	AMP	8	220'	30'-0"	+/- 275'
	B4	LTE	AMP	8	220'	30'-0"	+/- 275'
GAMMA SECTION	G1	LTE	AMP	8	340'	30'-0"	+/- 275'
	G2	LTE	AMP	8	340'	30'-0"	+/- 275'
	G3	UMTS	AMP	8	340'	30'-0"	+/- 275'
	G4	LTE	AMP	8	340'	30'-0"	+/- 275'

REMOTE RADIO UNITS (RRU'S)						
SECTION	RRU AMP OR NON AMP	RRU COLOR	RRU LOCATION (DISTANCE FROM ANTENNA)	MINIMUM CLEARANCES		
				ABOVE	BELOW	SIDES
ALPHA SECTION	A1	UP	15'	18"	8"	8"
	A3	UP	15'	18"	8"	8"
	A3	UP	15'	18"	8"	8"
	A4	UP	15'	18"	8"	8"
BETA SECTION	B1	UP	15'	18"	8"	8"
	B2	UP	15'	18"	8"	8"
	B3	UP	15'	18"	8"	8"
	B4	UP	15'	18"	8"	8"
GAMMA SECTION	G1	UP	15'	18"	8"	8"
	G2	UP	15'	18"	8"	8"
	G3	UP	15'	18"	8"	8"
	G4	UP	15'	18"	8"	8"

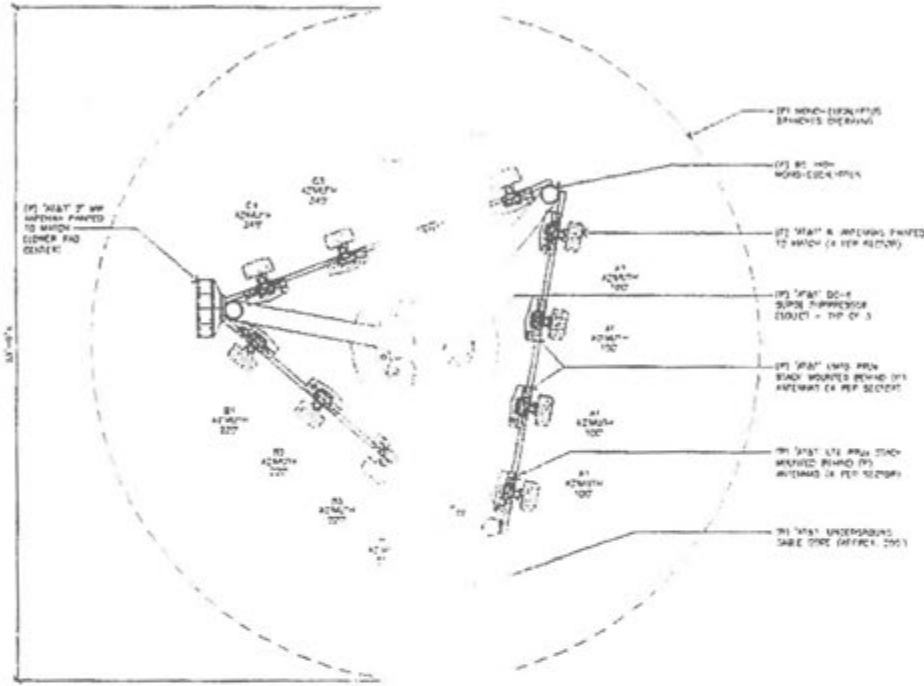


EXHIBIT "A"  
5<sup>067</sup>

**at&t**  
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**Cortel, LLC**  
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TEL: 619 481-8848  
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1	DATE	DESCRIPTION
2	01/15/14	ISSUE FOR PERMITS
3	02/10/14	ISSUE FOR CONSTRUCTION
4	03/10/14	ISSUE FOR CONSTRUCTION

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CLV0024  
405 FWY/SLAUSON PARK  
5072 S. SLAUSON AVE  
LOS ANGELES, CA 90230  
MOND-EUCALYPTUS (OUTDOOR)

SHEET TITLE  
**ANTENNA LAYOUT PLAN**

SHEET NUMBER  
**A-3**

**ANTENNA AND RRU SPECS**

**2 (P) ANTENNA LAYOUT PLAN**

SCALE 1/8" = 1'-0" **1**

**GRAPHICS LEGEND**

FENCE:	WOOD/IRON FENCE	LEASING AREA
KEY SYMBOL:	CABLE TRAP	WALL/PARTITION

RF	FACILITY INTERFACE FRAME
OP	OPTICAL BASESTATION INTERFACE
TR	TRUNK MULTIPLE ACCESS
CDMA	CODE DIVISION MULTIPLE ACCESS
UMTS	GLOBAL SYSTEM FOR MOBILE COMMUNICATIONS
UMTS	UNIVERSAL MOBILE TELECOMMUNICATIONS

RRU	REMOTE RADIO UNIT
PEL	PERIODIC ELECTRICAL TEST
TRAIL	TOWER MOUNTED AIRFLOW
CONC	CONCRETE UNDERLAY UNIT
GPS	GLOBAL POSITIONING SYSTEM
HEAT	HEATING VENTILATION AIR CONDITIONING

**ACRONYM LEGEND**

2A 2014-2329 - CUW



at&t

17970 FARM BLAZA DRIVE  
CERRITOS, CA 90703

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14221 ANAHEIM ROAD  
SAN DIEGO, CALIFORNIA 92127

**BREEN**  
CONSTRUCTION

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CERRITOS, CA 90703  
TEL: (916) 754-0000  
WWW.BREENCON.COM

REV	DATE	DESCRIPTION

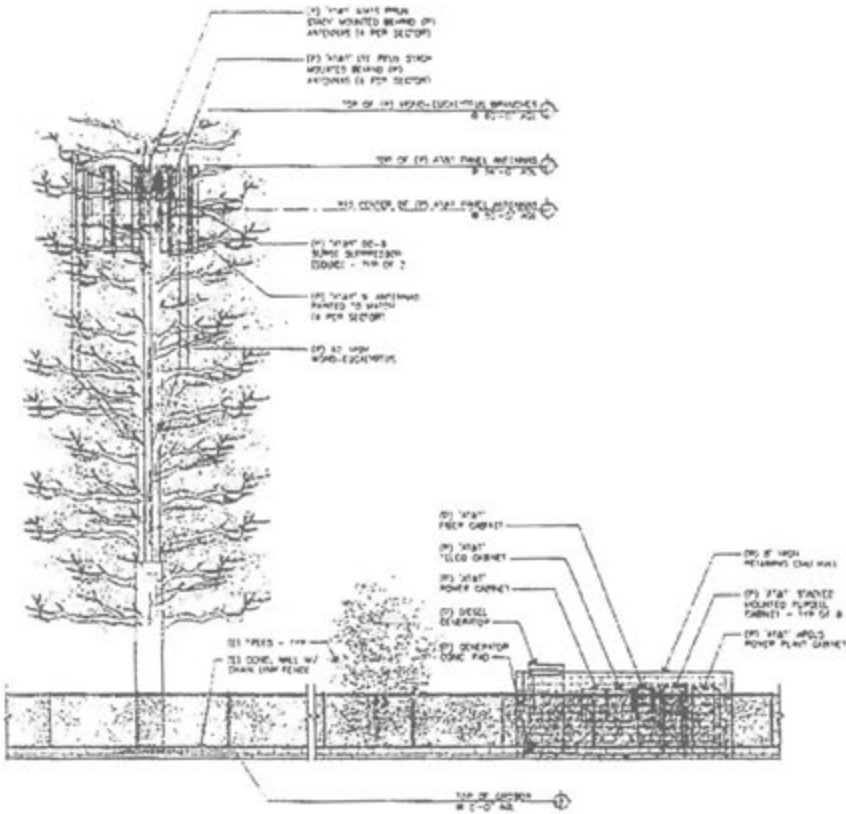
**NOT TO BE USED  
FOR CONSTRUCTION**

IT IS A VIOLATION OF THE CCP AND PERIODIC  
LAWRENCE H. WHITE AND ASSOCIATES, INC. IS THE  
OF A LICENSED PROFESSIONAL ENGINEER,  
TO ACCEPT THIS DOCUMENT.

CLV0024  
405 FWY/SLAUSON PARK  
5072 S. SLAUSON AVE  
LOS ANGELES, CA 90230  
MONO-EUCALYPTUS (OUTDOOR)

SHEET TITLE  
ELEVATIONS

SHEET NUMBER  
A-5



(P) WEST ELEVATION

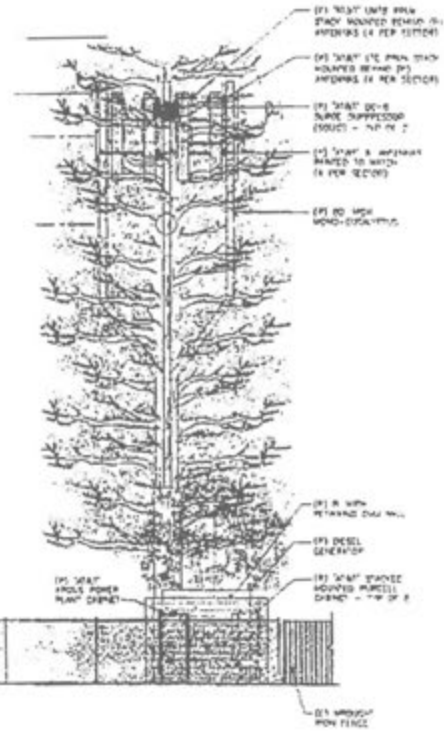
SCALE 3/16" = 1'-0" 2

- (1) TOP OF (1) MONO-EUCALYPTUS BRANCH @ 85'-0" AL
- (2) TOP OF (1) 1/2" DIA. PANEL ANTIWIND @ 74'-0" AL
- (3) END FLOOR OF (1) 1/2" DIA. PANEL ANTIWIND @ 33'-0" AL
- (4) END FLOOR OF (1) 1/2" DIA. C. W. ANTIWIND @ 1'-0" AL
- (5) GROUND @ 0'-0" AL

TOP OF SECTION @ 0'-0" AL

(P) SOUTH ELEVATION

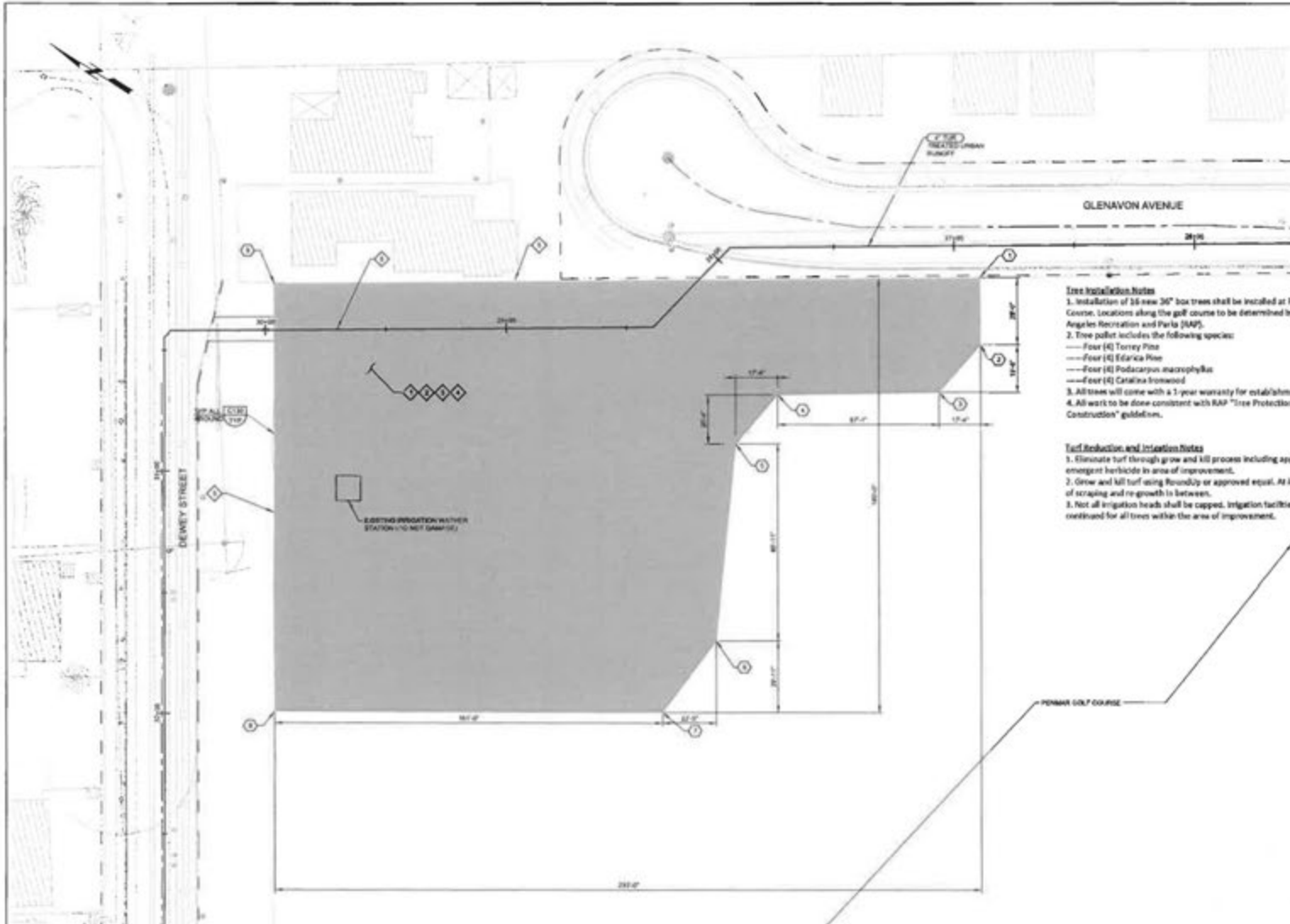
SCALE 1/16" = 1'-0" 1



7007 "A"

ZA 2014-2329 - CW

# Exhibit A



**Tree Installation Notes**

1. Installation of 16 new 30" box trees shall be installed at Perimeter Golf Course. Locations along the golf course to be determined by City of Los Angeles Recreation and Parks (RAP).
2. Tree pallet includes the following species:
  - Four (4) Torrey Pine
  - Four (4) Eucalyptus
  - Four (4) Podocarpus macrophyllus
  - Four (4) Catalina Ironwood
3. All trees will come with a 1-year warranty for establishment.
4. All work to be done consistent with RAP "Tree Protection During Construction" guidelines.

**Turf Removal and Installation Notes**

1. Eliminate turf through grow and kill process including application of pre-emergent herbicide in area of improvement.
2. Grow and fill turf using Roundup or approved equal. At least 2 applications of scraping and re-growth in between.
3. Not all irrigation heads shall be capped. Irrigation facilities must be continued for all trees within the area of improvement.

- GENERAL NOTES**
1. USEFUL BENEFICIAL AREA IS APPROX. 160,000 SQ FT.
  2. REMOVE TURF IN SHADDED AREA.
  3. INSTALL MULCH WITHIN THE AREA OF IMPROVEMENT.
  4. CAP EXISTING IRRIGATION FEATURES WITHIN THE AREA OF IMPROVEMENT.
  5. REPLACE IRIGRID ANY DAMAGED OR REMOVED FENCE.
  6. SEE DRAWINGS C-2 AND C-3 FOR PIPING DETAILS.

- REVISIONS**
- ① USEFUL BENEFICIAL AREA IS APPROX. 160,000 SQ FT.
  - ② REMOVE AND DISPOSE OF TURF AND TOP SOIL 3" DOWN IN SHADDED AREA.
  - ③ INSTALL 6" MULCH WITHIN SHADDED AREA. INSTALL HEADS IRIGRID AROUND ENTIRE AREA FOR TYPICAL 30" IRR. C.I.C.
  - ④ CAP EXISTING IRRIGATION FEATURES WITHIN THE SHADDED AREA.
  - ⑤ REPLACE IRIGRID ANY DAMAGED OR REMOVED FENCE.
  - ⑥ SEE DRAWINGS C-2 AND C-3 FOR PIPING DETAILS.

USEFUL BENEFICIAL AREA

	NORTHING	EASTING
①	3293.1	3094.7
②	3294.7	3094.8
③	3293.8	3093.8
④	3197.2	3095.1
⑤	3178.7	3096.0
⑥	3097.8	3092.8
⑦	3093.8	3095.0
⑧	3073.2	3093.4
⑨	3124.8	3094.4

**F PLAN**  
SCALE: 1"=20'  
FILE: SWANES\_C308

<p><b>City of Santa Monica</b> <b>PUBLIC WORKS DEPARTMENT</b> 1427 4TH STREET, SUITE 300, SANTA MONICA, CA 90401 TEL: (310) 438-6729 FAX: (310) 363-1428</p>		<p>DESIGNED BY: [Blank]</p> <p>DRAWN BY: [Blank]</p> <p>CHECKED BY: [Blank]</p> <p>DATE: [Blank]</p>	<p><b>CITY OF SANTA MONICA</b> <b>MARINE PARK IRRIGATION RETROFIT PROJECT</b> <b>USEFUL BENEFICIAL AREA PLAN</b></p>	<p>PROJECT NO: [Blank]</p> <p>DATE: [Blank]</p> <p>SCALE: [Blank]</p> <p>BY: [Blank]</p> <p>NO. 07</p>
	<p>PROJECT NO: SWANES FILE NAME: SWANES_C308.dwg</p>			

PWS Date: 10/24/2008 11:52:36 AM  
 User: bwh  
 Model Layout: C:\Users\pwh\Documents\Projects\Marine Park\SWANES\_C308.dwg  
 LAST SAVED BY: bwh

SP2242 Penmar Golf Course Improvements (Cost Estimate)

Date : 05/17/2016

**A. Turf Improvements (near easement area)**

Item	Unit	Quantity	Rate	Amount
01 Turf Removal	SF	38,000	\$ 1.50	\$ 57,000.00
02 6" mulch addition	CY	705	\$ 60.00	\$ 42,300.00
03 Redwood Headers (2" x 5")	LF	1,000	\$ 5.00	\$ 5,000.00
04 Cap Irrigation	LS	1	\$ 2,000.00	\$ 2,000.00
Subtotal A				\$ 106,300.00

**B. New Trees (on Golf Course along Dewey Street)**

Item	Unit	Quantity	Rate	Amount
05 36" Box Torrey Pine (includes material and installation complete)	EA	4	\$ 1,150.00	\$ 4,600.00
06 36" Box Starke Pine (includes material and installation complete)	EA	4	\$ 1,150.00	\$ 4,600.00
07 36" Box Podocarpus macrophyllus (includes material and installation complete)	EA	4	\$ 1,150.00	\$ 4,600.00
08 36" Box Catalpa Ironwood (includes material and installation complete)	EA	4	\$ 1,150.00	\$ 4,600.00
Subtotal B (36" box)				\$ 18,400.00

Notes

Tree = \$800 (36" box)

Labor = 2 laborer @ \$40 x 2 hr each = \$160  
Foreman = \$70/hr x 2 hr = \$140

hauling = \$50

**C. Allowances (Fencing and Irrigation)**

09 Remove and Replace Existing Fencing	LS	1	\$ 5,000.00	\$ 5,000.00
09 Remove and Replace Existing Irrigation	LS	1	\$ 5,000.00	\$ 5,000.00
Subtotal C				\$ 10,000.00

Total (w/ 36" box) \$ 134,700.00



BOARD REPORT

NO. 16-169

DATE August 10, 2016

C.D. 12

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: BARRINGTON RECREATION CENTER – REVOCABLE LICENSE AGREEMENT WITH THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS (USDVA) FOR THE OPERATION AND MAINTENANCE OF THE BARRINGTON RECREATION CENTER EXPANSION; RENAMING OF THE BARRINGTON RECREATION CENTER EXPANSION ON USDVA LAND TO VETERANS' BARRINGTON PARK; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) AND CLASS 11(1, 3, AND 6) OF THE CITY CEQA GUIDELINES

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

  
General Manager

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

RECOMMENDATIONS

1. Approve the Revocable License Agreement with the United States Department of Veterans Affairs (USDVA), herein included as Attachment 1, for the operation and maintenance of the Barrington Recreation Center Expansion on 9.82 acres of USDVA property, subject to the approval of the Mayor, per Executive Directive No. 3, and of the City Attorney as to form;
2. Direct the Board Secretary to forward the Revocable License Agreement to the Mayor's Office pursuant to Executive Directive No. 3, and to the City Attorney's Office for approval as to form;
3. Authorize the General Manager or Designee to execute the Revocable License Agreement upon receipt of the necessary approvals;
4. Authorize the expenditure of funds not-to-exceed Two Hundred Thousand Dollars (\$200,000.00) from funding sources to be identified at a later time to advertise and promote employment opportunities to hire Veterans;
5. Authorize the expenditure of funds not-to-exceed One Hundred Fifty Thousand Dollars (\$150,000.00) from funding sources to be identified at a later time for the design and



## BOARD REPORT

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- construction of a memorial dedicating the park to veterans and a beautification program to improve the appearance of the park as described in the Summary of this Report;
6. Authorize the renaming of the Barrington Recreation Center Expansion on USDVA land to Veterans' Barrington Park;
  7. Find that the proposed Project is categorically exempt from the California Environmental Quality Act (CEQA); and,
  8. Direct the Chief Financial Officer to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the fee to file the Notice of Exemption within five working days of project approval.

### SUMMARY

Barrington Recreation Center measures approximately 4.90 acres and is located at 333 South Barrington Avenue, Los Angeles, California 90049 County of Los Angeles Assessor's Parcel Number (APN) 4401-009-900). Since 1983, the Department of Recreation and Parks (RAP) has used up to 12.0 acres of the property owned by the United States Department of Veteran Affairs (USDVA) located northeast of the Barrington Recreation Center at 220 South Barrington Avenue, Los Angeles, California 90049 (portion of APN: 4365-007-901) for the expansion of RAP's Barrington Recreation Center, known as Barrington Recreation Center Expansion.

The most recent lease agreement for the subject property expired in 1991. RAP has continued to operate and maintain the USDVA property for park purposes as the USDVA has not formally terminated the lease agreement. Over the years, RAP and USDVA have made several attempts to negotiate a new lease agreement for the continued use of the USDVA property with the most recent attempt occurring in 2012.

In December 2012, RAP, with the support of Council District 11, submitted a Land Use Proposal (LUP) to the USDVA as part of a process under Federal regulations to enter into an Enhanced Sharing Agreement for the subject property. In August 2013, the USDVA, while it was still in the process of reviewing the LUP, was subjected to a lawsuit concerning the use of all their landholdings at its West Los Angeles (WLA) Campus. The subject property is within the USDVA's WLA Campus. The lawsuit forced the postponement of USDVA's review of RAP's LUP. However, RAP continued to operate and maintain the subject property.

In May 2015, a judgment on the lawsuit was reached. It was determined that all the agreements, with the exception of two, that the USDVA had entered into for the use of portions of the WLA Campus, were unauthorized by law and therefore void. In response, USDVA decided to terminate all agreements at its WLA Campus.

## BOARD REPORT

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In June 2015, RAP received written notification that all non-USDVA use of the subject property was being terminated effective as of October 1, 2015. This action was in line with the court's recent judgment and the USDVA's Secretary's commitment to address the homeless issue for veterans and the creation of a new master plan for the WLA Campus that was more veteran-centric and allowed for public input.

RAP, along with Council District 11 and the 33<sup>rd</sup> Congressional District, were working with USDVA staff to see what considerations could be made in spite of the outcome of the lawsuit, while also working on a plan to relocate the programs located on the subject property. A solution was not reached by October 1, 2015, which resulted in the closure of the park for one day.

Through a letter addressed to the USDVA dated October 13, 2015, RAP provided comments and suggested uses for the subject property to help support the USDVA commitment to provide opportunity, programming, and housing for veterans. These were submitted into the Federal Register, for inclusion into the Draft Master Plan for the WLA Campus.

In January 2016, RAP submitted a more detailed proposal that included components that provided a direct benefit for veterans, fulfillment of the USDVA's mission, and compatibility with the community. In consideration of the submitted proposal, the USDVA allowed RAP to continue operating on the subject property pending final decision on the proposal.

Last month, RAP and USDVA came to an agreement that the general public can have use of the subject property for a park and recreational purposes with the understanding that RAP's public use of the property will be consistent with the USDVA's mission that the property will principally benefit veterans and their families. The portion of the USDVA property being considered measures approximately 9.82 acres, or 427,759.2 square feet, and is already developed. It includes several sports fields, a parking lot, picnic areas, and an off-leash dog park. The amenities are extremely popular and heavily used by the community. As a result of that agreement, the USDVA is prepared to grant a "Revocable License" (License) to RAP which include, but are not limited to, the following terms and conditions:

- License shall have an initial term of three years with the possibility of renewal or extension, subject to the discretion of USDVA.
- USDVA may terminate the License, or reduce the premises area, at any time with a 180-day written notice.
- RAP shall rename the subject property as "Veterans' Barrington Park".
- RAP shall reduce the current size of the Dog Park by 50% and convert the reduced area to green space.

## BOARD REPORT

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- RAP shall advertise and promote employment opportunities to hire Veterans at a value of not less than Two Hundred Thousand Dollars (\$200,000.00) per year to the USDVA.
- RAP shall maintain and operate the park at its own cost and expense.
- RAP will assist the USDVA in coordinating up to three USDVA sponsored events, such as veteran focused concerts and movie nights.
- RAP shall establish and commence at least one athletic, recreational, rehabilitation, or sports league program for Veterans during the Fall, Winter, and Spring seasons.
- RAP shall work with the USDVA and the local community to design, commission, erect and dedicate a memorial to Veterans (comprising a United States Flag and a plaque dedicating the Veterans' Barrington Park to Veterans) to be located in the Park. The dedication of this memorial shall take place no later than one year after the Effective Date of the Revocable License Agreement. RAP shall be responsible for up to a maximum cost of One Hundred Thousand Dollars (\$100,000.00) for this memorial.
- RAP shall conduct a beautification program in consultation with the USDVA in order to improve the appearance of the Park and its facilities. The cost of this beautification program shall not exceed Fifty Thousand Dollars (\$50,000.00).
- RAP shall make its best efforts to hire Veterans on a priority basis when having contractors or City personnel construct, operate, or maintain improvements at the Park.
- All utilities, which includes water, gas, electricity, light, heat, telephone, power and other utilities and communication services used by RAP, will be RAP's responsibility

RAP staff recommends the approval of the proposed revocable License. As previously stated, the amenities on the subject property are heavily used by the community. Also, the terms and conditions being requested by the USDVA are within the expertise and costs historically associated with the subject property. The requirement to rename the subject property to Veterans' Barrington Park is within the guidelines of the Board's naming policy. The proposed commitment to advertise and promote employment opportunities to hire Veterans at a value of not less than Two Hundred Thousand Dollars (\$200,000.00) per year is in lieu of paying rent to USDVA. That cost is significantly less than if RAP had to pay current commercial rental rates. The proposed commitment is about Eight Dollars and Sixty Cents (\$8.60) per square foot. This rate is below the commercial rental rates for the adjacent areas of about Eighteen Dollars (\$18.00) per square foot. Should the Board approve the proposed License, the funding sources to cover these obligations would be identified.

## BOARD REPORT

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### ENVIRONMENTAL IMPACT STATEMENT

RAP staff has determined that the proposed actions consist primarily of the issuance of a Revocable License for the continued use of an existing recreational facility involving negligible or no expansion of use. The required capital improvements under the terms of the Revocable License would involve construction or placement of minor structure accessory to the existing park facilities. Therefore, the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) and Class 11(1, 3, and 6) of the City CEQA Guidelines. Final plans for the required capital improvements will be prepared and presented to the Board for approval at a later date. At that time, the specific improvements will be identified and evaluated for any further CEQA compliance. If the Board finds that this is categorically exempt, a Notice of Exemption will be filed with the Los Angeles County Clerk.

### FISCAL IMPACT STATEMENT

As previously stated, approval of the proposed Revocable License will require RAP to commit to advertise and promote employment opportunities to hire Veterans at a value not less than Two Hundred Thousand Dollars (\$200,000.00) per year. In addition to this commitment, there is an additional obligation of not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00) for the design, construction and dedication of a Veterans' Memorial and the implementation of a beautification program on the subject property. Upon approval of this Report, plans for these improvements will be prepared and presented to the Board for final approval. At that time, the funding sources to cover these obligations will be identified.

This Report was prepared by Cid Macaraeg, Sr. Management Analyst II, Planning, Construction and Maintenance Branch.

### LIST OF ATTACHMENTS

- 1) Proposed Revocable License Agreement

**Revocable License  
By and Between  
the United States Department of Veterans Affairs  
and  
the City of Los Angeles Regarding  
Veterans' Barrington Park (formerly known as Barrington Park)**

This REVOCABLE LICENSE (this "Revocable License") is entered into by and between the United States Department of Veterans Affairs ("VA"), as licensor, and the City of Los Angeles, acting by and through its Department of Recreation and Parks (the "City"), as licensee, effective as of \_\_\_\_\_, \_\_\_\_ 20\_\_\_\_ (the "Effective Date").

**Recitals**

- A. By entering into this Revocable License, VA and the City wish to confirm and memorialize their mutual understandings of the terms and conditions pursuant to which VA will allow the City and local community to access and use the Veterans' Park (as defined in Section 1 below) and the City will provide continued recreational programming for the principal benefit of Veterans and their families, while permitting use by the general community not inconsistent with that use. The parties agree and acknowledge that (i) the primary purpose of the Veterans' Park will be to principally benefit Veterans and their families, (ii) the Veterans' Park is part of the West Los Angeles Campus of VA, and (iii) that the general community can use Veterans' Park so long as the use is coordinated with and receives prior written approval of VA. VA agrees to provide a timely reply to all requests and that VA approval will not be unreasonably withheld should no conflict exist with use by Veterans and their families.
- B. The parties are entering into this Revocable License in recognition of VA's goal to revitalize the West Los Angeles Campus into a welcoming and vibrant community for Veterans of the Greater Los Angeles area, and help end Veterans homelessness in Greater Los Angeles.
- C. In the spirit of good faith and cooperation, and with the recognition, respect, and reverence for the achievements and sacrifices that countless men and women of our nation's Armed Forces and their families have sacrificed for this country, the parties hereby acknowledge and agree that the City will provide support and services on VA's West Los Angeles Campus for the principal benefit of Veterans and their families, as provided in this agreement.
- D. VA acknowledges its intent that the Veterans' Park remain a park so long as the Secretary of the VA determines in his or her sole discretion that VA and Veterans and their families do not have a need for alternate use of the land.



## **Section 1. Definitions**

"City" has the meaning set forth in the Preamble hereto.

"Contractor" means each person or firm, who through contractual or other arrangements with the City, provides services, benefits or performs work on the property that is the subject of this Revocable License.

"Dog Park" is used herein in accordance with the meaning thereof as used in the Los Angeles Municipal Code and is intended to refer to an "off-leash dog park" wherein un-leashed dogs are permitted.

"Effective Date" has the meaning set forth in the Preamble hereto.

"Laws" has the meaning set forth in Section 2.G.

"Principally benefit Veterans and their families" means that the resource or service is provided primarily to Veterans and their families; or that the resource or service is designed for the particular needs of Veterans and their families, and the benefit of the resource or service to the general public is included but ancillary to the intended benefit to Veterans and their families. Resources or services whose only benefit to Veterans and their families is the generation of revenue for VA are hereby excluded from this definition.

"Revocable License" has the meaning set forth in the Preamble hereto.

"Term" has the meaning set forth in Section 2.A.1.

"VA" has the meaning set forth in the Preamble hereto.

"Veteran" means a person who served in the active military, naval or air service.

"Veterans' Park" refers to the real property (a) known as "Barrington Park" prior to the Effective Date and to be known as "Veterans' Barrington Park" commencing as of the Effective Date (as depicted in Exhibit A below), and (b) located on VA's West Los Angeles Campus at 333 South Barrington Ave., Los Angeles, CA 90049; provided, that, as of and following the Effective Date, the Veterans' Park for which this Revocable License is given shall not include the parking area used for the Veterans' Park as of immediately prior to the Effective Date.

## **Section 2. Terms and Conditions**

### **A. Revocable License; Term.**

1. Subject to the other terms and conditions of this Revocable License, VA, as licensor, hereby grants to the City, as licensee, a revocable license for the use of the real property known prior to the Effective Date as "Barrington Park" and located on VA's West Los Angeles Campus at 333 S. Barrington Ave., Los Angeles, CA 90049, for a term of three (3) years from the Effective Date (the "Term"). The Term shall have the possibility of renewal or extension subject to VA's discretion, including the following factors:



- a. the City providing VA with a written notice of its desire to extend the Term, not less than one year before it is set to expire;
  - b. VA, upon receiving such notice from the City, determines that an arrangement with the City as contemplated herein is still a need as part of VA's intent to revitalize the campus to provide improved services to Veterans and their families; and
  - c. there being no outstanding uncured defaults on the part of the City under this Revocable License, and the City has provided the monetary consideration to VA and services to Veterans as required in this agreement.
2. The parties agree that this Revocable License does not include, involve, regard, or extend to the parking area associated with the real property, as shown on Exhibit A. VA will be permitted to use that parking areas for purposes subject to its sole and absolute discretion, including converting the parking area into a paid parking location, which VA will operate, either directly or through a separate contract. Use of the parking does not preclude paid use of parking by the general public using the park. The City will have no claim of right to any of the parking proceeds generated.
  3. Notwithstanding the foregoing, VA may terminate this Revocable License at any time, including during the Term, upon 180 days' written notice to the City. Further, VA may reduce the boundaries of the real property licensed under this Revocable License at any time, including during the Term, upon 180 day' written notice to the City.
  4. In the event that VA revokes this Revocable License prior to expiration of the Term, VA will return a pro-rated amount of the license fee set forth in Section 2.D.1(a) to the City to the extent previously paid.
  5. Notwithstanding the foregoing, nothing in this Revocable License shall limit the ability of VA to make use of Veterans' Park, including for the conduct of Veteran-centric programs to be offered by VA in connection with Veterans' Park. The City and VA will undertake best efforts to ensure that conflicts will not occur between any VA-sponsored activities or programs, and any other scheduled activities or programs.

**B. Name of Park.**

1. The City shall rename the Park "Veterans' Barrington Park." and shall refer to the Veterans' Park solely by that name, effective as of the Effective Date. VA and the City mutually agree to take all appropriate measures to effectuate this change in the name of the Veterans' Park.
2. Such measures include, but are not limited to, posting promptly, and in any event, within ten (10) days following the Effective Date, notices at the Veterans' Park; within thirty (30) days, signage at Veterans' Park; and within sixty (60) days, notices on the City's websites and other electronic media profiles (such as

on Facebook, Twitter, YouTube, and Instagram), which give notice of and effectuate this change in name of the Veterans' Park.

**C. Permitted Uses of Veterans' Park.**

1. Subject to the terms and conditions of this Revocable License, the City is licensed to permit access to the Veterans' Park by both Veterans and their families and non-Veterans and their families for the uses of the Veterans' Park currently in effect as of the Effective Date (as adjusted to reflect the first-claim and high-priority access to be afforded to Veterans and their families), as well the other permitted uses specified herein. The City shall require all dogs at the Veterans' Park to be kept on a leash unless the dogs are otherwise physically present in an area designated as a "Dog Park" as described later in this agreement.
2. Veteran Priority Access and Use of the Veterans' Park: VA and the City agree that the purpose of the Veterans' Park is to principally benefit Veterans and their families, and that the general community can use Veterans' Park, so long as such use receives VA's prior written approval. Any such approval must be reviewed by VA and renewed not less than annually. Veterans and their families will be given first claim and priority access to the Veterans' Park and to all resources of the Veterans' Park, above all non-Veterans and their families unless it conflicts with a previously coordinated and approved general community use. Veterans shall be permitted to request to use the Veterans' Park upon submitting a written request to VA with a copy to the City, indicating the proposed activity, date, and time for the activity. Such requests may include for example, social events, athletic events, recreational league events, graduation events, etc. VA will advise the City of the request and provide a written reply to the requestor within ten (10) working days, plus any additional time that VA and the requestor agree to in writing. All such events shall be conducted in a manner that is in compliance with applicable Federal, State, and local laws and regulations.
3. The City shall develop and prominently post signage and park rules that give full force and effect to Section 2.C.2 above. Signage and park rules will be prominently and permanently posted, including, without limitation, on the City's websites. The City shall comply with this Section 2.C.3 promptly and in any event no later than thirty (30) days following the Effective Date. The City will provide VA with a reasonable opportunity to review and comment upon such signage and park rules before they are posted or otherwise distributed.
4. Subject to the terms and conditions of this Revocable License, the City is licensed to provide non-Veterans and their families with access to resources of the Veterans' Park.
5. Dog Park Area:
  - A. The City will also use its best efforts to find one or more alternative locations off VA property, to relocate the Dog Park, and to identify those locations to VA and the local community within 180 days after the Effective Date.

- B. The City will within one (1) year of the Effective Date and at no cost to VA, take all steps necessary to reduce the Dog Park by up to 50% of its current size, convert the eliminated portion of the Dog Park to green space by, among other steps, removing the existing wood chips in that area and adjust the existing fence so that it will enclose only the remaining area of the Dog Park. For the avoidance of doubt, the parties agree that VA has discretion both during the term of this Revocable License and thereafter to decrease the reduced Dog Park area further (including, for example, for the provision of training facilities associated with the Dog Park) or eliminate the area in its entirety, if VA determines in consultation with the local Veteran community that doing so is in the interest of VA and Veterans. However, all costs associated with reconfiguring the dog park further beyond the initial 50% reduction shall be done at no cost to the City.
  - C. Within ten (10) days of the Effective Date, the City will provide notices to the local community regarding the planned up to 50% reduction in the size of the existing Dog Park. The City notices shall be advertised conspicuously throughout the Dog Park area and on City's website, and shall in no way criticize VA for the reduction closure of the Dog Park. The City will provide VA with a reasonable opportunity to review and comment upon such notices before they are finalized, posted, and distributed.
6. Within thirty (30) days of the Effective Date, the City shall post notices stating that the parking area of the Veterans' Park will be converted to a paid parking location, and providing notice of the anticipated start date for parking enforcement, which VA will determine. All costs associated with paid parking including but not limited to parking meters, pay stations, staffing, enforcement and/or fee collection shall be the responsibility of VA. The City shall be responsible for the parking lot general maintenance associated with trash pickup and landscape maintenance only.

**D. License Fee; Other City Obligations.**

- 1. In addition to the agreements and mutual promises set forth above, the City shall furnish the following consideration in exchange for this Revocable License:
  - (a) The City (through its Department of Parks and Recreation), agrees during the term of this agreement, to advertise, promote, and hire Veterans at a value of not less than \$200,000 per year (with emphasis at Veterans Barrington Park), and provide a written report by February 1 of each year, detailing the extent to which the City has met this requirement for the previous year. Upon VA receiving each such report, VA shall have the right to review and audit the report, and have sole discretion as appropriate to: (i) require that any underage that exists in terms of the City having failed to meet the \$200K/year requirement for the prior year, to be carried over to the next year of the agreement (for the City to meet that underage amount plus the \$200,000 per year requirement for that next year); with the caveat that, (ii) if the City encounters an underage in meeting the \$200,000 per year in the Veteran hiring requirement for two

consecutive years during the term of this agreement, VA shall be permitted to require that the City pay to VA the dollar amount of the underage as an annual rental payment, which the City shall pay to VA within forty-five (45) days of the invoice from VA.

- (b) The City will continue to provide maintenance and staffing of the Veterans' Park by City personnel (as modified by Section E.1) at no less than current standards, and in any event, the City shall at all times keep the premises in a sanitary condition satisfactory to VA.
- (c) The City in coordination with GLA, will assist with planning, and help implement activities at the Veterans' Park that will be open to Veterans and their families, Activities may include (but not be limited to) athletic, recreational, rehabilitation, social or therapeutic sports league programs. Activities will be planned in consultation with Veterans, Veterans Service Organizations, and the community.
- (d) During the Term, the City will assist VA with coordination for use of the Veterans' Park for VA-sponsored events, such as Veteran-focused concerts and movie nights, and will allow up to three (3) such events per year at no cost, subject to VA's responsibility to pay all other costs incurred in connection with the events.
- (e) By no later than six (6) months after the Effective Date, the City will establish, publicly announce, and commence at least one (1) athletic, recreational, rehabilitation, or sports league programs for Veterans during the Fall, Winter and Spring seasons.
- (f) The City will work with VA and the local community to design, commission, erect, and dedicate a memorial (comprising a U.S. flag and plaque dedicating the Veterans' Park to Veterans) to Veterans to be located in Veterans' Park. This dedication of this memorial will take place no later than one (1) year after the Effective Date. The City will be responsible for up to a maximum of \$100,000 in out-of-pocket costs for this memorial. The purpose of this memorial will be to honor Veterans and to educate both Veterans as well as the broader community about the Veteran-centric nature of Veterans' Park.
- (g) The City will conduct a beautification program in consultation with VA in order to improve the appearance of Veterans' Park and its facilities. The cost of this beautification program will be borne exclusively by the City but shall not exceed \$50,000 in direct out-of-pocket costs to the City. This beautification program shall be completed no later than one (1) year after the Effective Date.
- (h) **City Maintenance Requirements:** The City will maintain the license area and the parking area during the Term of this License, and keep the same in a safe, clean, and sanitary condition. This requirement shall include landscaping and trash removal.

**E. Employment and Hiring**

1. In accordance with applicable State and local laws, the City shall make best efforts to hire Veterans on a priority basis when having contractors or and or City personnel construct, operate, or maintain improvements at the Veterans' Park.

**F. Audit and Reporting.**

1. On an annual basis during the Term, no later than ninety (90) days before each anniversary of the Effective Date, VA and the City shall engage an independent third-party auditor to prepare a report regarding the City's performance of its obligations under this Revocable License, and deliver concurrently to the parties a written report detailing the extent to which the obligations contained in this Revocable License are being fulfilled by the City and providing specific recommendations to address any identified deficiencies going forward. The independent audit report shall contain a section containing feedback and input from stakeholders the auditor solicits and receives as part of its audit report preparation, including, without limitation, the California congressional delegation, the former Plaintiffs in the *Valentini v. McDonald* litigation, Veterans Service Organizations, and Veterans, through means such as, but not limited to, town halls, interviews, and surveys. VA and the City shall be responsible to cover the costs for each independent audit on a 50/50 basis.
2. Within sixty (60) days of the parties' receipt of each third-party independent audit report prepared in accordance with Section 2.E.1, they shall review the report and engage in good-faith discussions to address the auditor's recommendations, in order to improve the delivery of the City's services to Veterans and their families. The parties agree that, as necessary and appropriate, corrective measures to address any deficiencies identified by the auditor can include, but are not limited to, adjusting the levels and types of monetary and in-kind consideration set forth in this Revocable License. Any adjustments made will be memorialized in a written amendment to this Revocable License, signed by authorized officials of the parties.
3. During the Term of the License, the City will maintain to the satisfaction of VA, books and records documenting the status of the City's delivery of the rent and consideration agreed to under this license, and will make such records available upon request within ten (10) days to any resident of the City, any Veteran, or any Veterans Service Organization.

**G. Compliance.** Any use made of property affected by this Revocable License, and any construction, maintenance, repair, or other work performed thereon by the City, including, without limitation, the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to VA.

**H. Applicable Law and Ordinances.** Notwithstanding anything to the contrary, this Revocable License shall at all times be subject to applicable Federal laws, codes, ordinances, and regulations, including but not limited to, the Anti-Deficiency Act (Title 31 U.S.C. Sections 1341 and 1501), and the Federal Tort Claims Act (28 U.S.C. §§ 2671-2680). In the exercise of any privilege granted by this Revocable License, the City shall comply with all applicable federal, state, local government, and municipal laws, statutes,



ordinances, rules, regulations, codes, decrees, orders and other such requirements (collectively, "Laws"), including, without limitation, Laws regarding wages and hours, health, safety, building codes, emergencies, and security.

- I. **Damage.** Except as may be otherwise expressly provided herein, no United States property shall be destroyed, displaced or damaged by the City in the exercise of the privilege granted by this Revocable License without the prior written consent of VA and the express agreement of the City promptly to replace, return, repair and restore any such property to a condition satisfactory to VA upon demand.
- J. **Indemnification.** To the fullest extent permitted under applicable laws, codes, and ordinances, the City shall indemnify and hold the United States, its agents, and employees harmless against any and all loss, damage, claim, or liability whatsoever, due to personal injury or death, or damage to property of others directly or indirectly due to the exercise by the City of the privilege granted by this Revocable License, or any other act or omission of the City, including failure to comply with the obligations of this Revocable License. Furthermore, the liability, if any, of the United States (VA) for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act (28 U.S.C. §§ 2671-2680).
- K. **Storage.** Any United States property which must be removed to permit exercise of the privilege granted by this Revocable License shall be stored, relocated or removed from the site, and returned to its original location upon the earlier expiration or termination of this Revocable License, at the sole cost and expense of the City, as directed by VA.
- L. **Operation.** The City shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of federal government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
- M. **Future Requirements.** The City shall promptly comply with such further conditions and requirements as VA may hereafter prescribe as standard for licenses relating to the West Los Angeles Campus.
- N. **Nondiscrimination.**
  - 1. The City stipulates as follows with respect to each Contractor:
    - (a) During the performance of this Revocable License the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, disability, medical condition, age, marital status, domestic partner status, sex, sexual preference/orientation, Acquired Immune Deficiency Syndrome (AIDS) - acquired or perceived, or retaliation for having filed a discrimination complaint (non-discrimination factors). The Contractor will take affirmative steps to ensure that applicants are employed, and that employees are treated during employment without regard to the non-discrimination factors including, and not limited to activities, of: upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay of other forms of compensation; and selection for training,



including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment the nondiscrimination factors.

- (b) The Contractor will ensure that its solicitations or advertisements for employment are in compliance with the aforementioned non-discrimination factors.
- (c) The Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by Contractor and/or any subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- 2. The City will furnish a copy of such contracts to VA.
- 3. For the avoidance of doubt, the breach by the City of any conditions relating to nondiscrimination shall constitute sufficient cause for revocation of this Revocable License.

O. **No Transfer, Assignment or Sublicense.** This Revocable License is personal to the City. Any attempt to transfer or assign this Revocable License, or sublicense any of the privileges or interests granted hereunder, shall automatically and immediately terminate it, without the need for any further action by either party hereto.

P. **Notices.** Any notice required hereunder shall be in writing and shall be addressed as follows, along with such other addresses as either party may indicate in writing to the other party:

**For Notices to VA:**

Mr. Alan Trinh  
VA Contracting Officer  
U.S. Department of Veterans Affairs  
4811 Airport Plaza Drive, Suite 600  
Long Beach, CA 90815

With copy to:

Cameron Gore, Esq.  
Deputy Chief Counsel (RPLG/025A)  
U.S. Department of Veterans Affairs  
Office of General Counsel  
810 Vermont Avenue, NW  
Washington, DC 20420

**For Notices to the City:**

Mr. Cid Macaraeg, Director  
Real Estate & Asset Management  
Planning, Construction & Maintenance Branch  
Department of Recreation & Parks  
221 N Figueroa St, St 400  
Los Angeles Ca 90012

Email: [cid.macaraeg@lacity.org](mailto:cid.macaraeg@lacity.org)

Phone: [213-202-2608](tel:213-202-2608)

Fax: [213-202-2612](tel:213-202-2612)

All notices and communications given under this Revocable License shall be deemed to have been duly given and received: (a) upon personal delivery, or (b) as of the third (3<sup>rd</sup>) business day after mailing by United States certified mail, return receipt requested, postage prepaid, addressed as set forth above, or (c) the immediately succeeding business day after deposit (for next day delivery) with Federal Express or other similar overnight courier system, or (d) 24 hours after facsimile transmittal with confirmation of receipt and followed by personal delivery, United States mail, or overnight delivery as specified in this section.

**Q. Implementation of Revocable License.**

1. By [insert date], VA and the City shall each appoint a "Chief Liaison" to serve as their primary contact points on behalf of the parties, to ensure successful implementation of this Revocable License.
2. As necessary, the Director the of West LA Campus and the Mayor of the City of Los Angeles shall engage in good faith discussions to resolve any matters that either of them raises with the other in connection with this Revocable License.
3. Any changes to the terms or amendments to this Revocable License shall be in writing, and signed by authorized representatives of the parties.

*(Signature Lines to follow)*

**City of Los Angeles:**

By:  
Michael A. Shull  
General Manager  
Department of Recreation and Parks

Sign: \_\_\_\_\_

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

**U.S. Department of Veterans Affairs**

By:  
Alan Trinh  
VA Contracting Officer

Sign: \_\_\_\_\_

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

**Exhibit A**

A map of the real property known prior to the Effective Date as "Barrington Park"

REPORT

NO. 16-170

DATE August 10, 2016

C.D. 5

**BOARD OF RECREATION AND PARK COMMISSIONERS**

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: MT. LEE/GRIFFITH PARK EXPANSION (PRJ21021) (LOS ANGELES COUNTY ASSESSOR'S PARCEL NUMBER 5581-010-003) — FINAL AUTHORIZATION TO ACQUIRE PROPERTY FOR PARK PURPOSES; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTION 15325, CLASS 25(f) OF THE STATE CEQA GUIDELINES

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

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

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

RECOMMENDATIONS

1. Adopt a Resolution, herein included as Attachment 1, authorizing Department of Recreation and Parks (RAP) staff to request the assistance of the General Services Department (GSD) and other City entities, per Charter Section 594(a) and (b), in obtaining fee title to a 11.26-acre or 490,485 square foot parcel, located approximately one-quarter (1/4) mile north of the iconic "Hollywood Sign" in the Santa Monica Mountains, between Griffith Park on the east and Universal City/Universal Studios on the west in Los Angeles, California 90068; Los Angeles County Assessor's Parcel Numbers (APN) 5581-010-003;
2. Approve the use of Recreation and Parks Fund No 205, Department No. 88 Appropriation No. 88MMD2 "Mt. Lee Property" for the acquisition and related costs of the Mt. Lee property as recommended by City Council approved through City Council Motion and referenced in Council File (CF) No. 15-1285;
3. In concurrence with City Council actions taken under CF No. 15-1285, RAP Staff recommends that the Board authorize staff to coordinate acquisition activities with GSD, and any other Department(s) needed to obtain the necessary funding approvals to expedite the purchase of said property as recommend by Council action;
4. Grant final approval to purchase the property upon the completion of the preliminary acquisition activities, and contingent on the following conditions:

## BOARD REPORT

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- A. Appropriate California Environmental Quality Act (CEQA) documentation will have been completed; and,
  - B. All environmental assessments, Phase I, and Phase II if needed, will have been completed and satisfied prior to close of escrow; and
  - C. GSD will have negotiated a purchase price that is consistent with their professional opinion of market value; and.
  - D. Clearance/resolution of all and any Title issues prior to closing of escrow.
5. In order to expedite the acquisition of the proposed acquisition project (Project), authorize the Board President and Board Secretary to execute the Purchase and Sale Agreement (PSA) upon receipt of the necessary approvals, and grant authority to GSD and City Attorney's Office to review, negotiate, draft, and finalize and execute forthwith a PSA on behalf of the Board if necessary pending final review and approval by GSD Asset Management Division, subject to the approval of the City Attorney as to form and legality, and upon completion and approval of all conditions indicated in this Board Report;
  6. Authorize the RAP's Chief Accounting Employee to make technical corrections as necessary to establish the necessary accounts to acquire the Project site, and to accept and/or authorize transfer of the necessary monies to fund the acquisition to the appropriate City Department accounts or escrow company account in order to expeditiously complete the acquisition of the Mt. Lee Park; and,
  7. Authorize the Board Secretary to execute the escrow instructions and to accept the grant deed, as approved by the City Attorney, for the subject property, which shall be set apart and dedicated as park property in perpetuity.

### SUMMARY

On January 29, 2016, City Council approved through Council Motion, the transfer of funds for the acquisition of the Mt. Lee Property for open space. On March 2, 2016, through Report No. 16-065, the Board granted preliminary approval to proceed with the acquisition of the Mt. Lee property.

With the support from Councilmember David E. Ryu, Fourth Council District, RAP staff is recommending the acquisition of the parcel identified by APN: 5581-010-003 located in the Community Plan Area of Hollywood. The parcel measures approximately 11.26 acres or 490,485 square feet. It is situated approximately one-quarter mile north of the iconic "Hollywood Sign" in the Santa Monica Mountains region and within the City/RAP park boundaries and adjacent to the Mount Lee Communications Center, which contains City, as well as other public telecommunications facilities and towers. The property is a rugged and steeply-sloped parcel, residentially-zoned (RE40-1-H), between Griffith Park on the east and Universal City/Universal Studios on the west. GSD, Asset Management Division, has provided a Class "A" appraisal or formal appraisal of estimate of

## BOARD REPORT

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value for the property. There are funds available for the acquisition of the site. The property consists of one hillside lot. Property is located near Mt. Lee Road.

Council member David Ryu, of the Fourth Council District and RAP are interested in acquiring the property for the open space and/or park development in order to expand the recreational activities in the area. The proposed acquisition will provide more recreational open space for the surrounding community and City of Los Angeles at large. Staff believes that the acquisition would also protect the existing landscape preserving the open space and the historical surrounding area that is Griffith Park and the adjacent Hollywood Sign tourist area destination, which the City of Los Angeles benefits financially from, by tourist income directly related to the public's enjoyment of the unobstructed views that are present and seen around the world. CD 4 would like to see the acquisition proceed so that the area continues to be preserved and protected as open space while expanding the protected Griffith Park area and open space area that will help preserve and protect the unique Hollywood Hills topography.

### Property Value and Acquisition Details

To determine the fair market value of the aforementioned property identified by APN: 5581-010-003, GSD used a Formal Appraisal prepared by an independent appraiser. This appraisal was prepared on November 20, 2015. The estimated value of the appraisal was determined to be One Hundred Forty-Six Thousand Dollars (\$146,000.00) as of November 18, 2015. GSD concurs with the appraiser's valuation methodology used to arrive at the value for the subject property. GSD has agreed to a purchase price of One Hundred Forty-Six Thousand Dollars (\$146,000.00) that is consistent with their professional opinion of market value for the property.

An offer letter of One Hundred Forty-Six Thousand Dollars (\$146,000.00) was first presented to the perspective seller on December 16, 2015. The owners of the aforementioned property and the GSD Asset Management Division have agreed to a final purchase price of One Hundred Forty-Six Thousand Dollars (\$146,000.00). It is estimated that an additional Six Thousand Dollars (\$6,000.00) is required for payment of closing fees, bringing the total property acquisition cost to One Hundred Fifty-Two Thousand Dollars (\$152,000.00). Escrow costs and related pre-acquisition costs will be funded by Council District 4 Trust Funds. Funds for the acquisition of the subject property are to be made available from, Recreation and Parks Fund No. 205 Department No. 88 Appropriation 88MMD2 "Mt. Lee Property". At this time, a development plan for the community is not available. It is not expected at this time that the parcel will be developed but instead will be left as open space to preserve its aesthetic qualities and beauty. There is no additional information on any future development plans or costs. This Report only addresses the acquisition of the new parcel acquisition identified by APN: 5581-010-003.



## BOARD REPORT

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### Funding Sources

Sufficient funding is available for the acquisition of parcel identified by APN: 5581-010-003. The estimated acquisition cost is One Hundred Fifty-Two Thousand Dollars (\$152,000.00). RAP staff is unable to determine an accurate complete total cost, which would include closing costs, as this information has not been made available as of the writing of this Report. RAP staff does however estimate that up to an additional Six Thousand Dollars (\$6,000.00) in closing costs fees will be needed to complete the acquisition. GSD and RAP will verify correct costs prior to closing of escrow. Recreation and Parks Fund No. 205 Department No. 88 Appropriation 88MMD2 "Mt. Lee Property" is expected to be used to pay for all acquisition related costs such as appraisals, environmental site assessments costs, escrow closing costs, and site preparation.

### NEEDS ASSESSMENT

The proposed Mt. Lee acquisition will add and expand the area served for this regional area of 2,557,970 residents. An estimated 4,123 residents live within one half-mile walking distance of the proposed Mt. Lee Park. An unestimated number of tourist and others will also be served by the addition/expansion of the regional park.

RAP staff determined that the subject project consists of the acquisition of property with the intent to preserve open space for park purposes. Therefore, the acquisition of the project site is categorically exempt from the provisions of California Environmental Quality Act (CEQA), pursuant to Article 19, Section 15325, Class 25 (f) of the State CEQA Guidelines.

### ENVIRONMENTAL IMPACT STATEMENT

Environmental due diligence in the form of a Phase I Environmental Site Assessment (ESA) was performed for the subject property on May 9, 2016 in accordance with the American Society for Testing and Materials (ASTM) Standard Practice for Environmental Site Assessment: Phase I Environmental Site Assessments (Standard Designation E 1527-05) approved in November 2005 and the United States Environmental Protection Agency (US EPA) 40 CFR Part 312 Standards and Practices for All Appropriate Inquiries (AAI) – Final Rule adopted November 1, 2006. No evidence of Recognized Environmental Conditions (RECs) was found on the property, and no further site investigation is required.

### TREE AND SHADE

Mt. Lee is an open space, hilly, canyon and slope area full of wild landscape and chaparral featuring native vegetation/plants typical of Griffith Park and the larger Santa Monica Mountains region with some rare species like Bigberry Manzanita found in the foothills of Mt Lee and Mt Hollywood. It is expected that area will remain natural and preserved as open space.

## BOARD REPORT

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In addition to the Council District 4 Office, the Assistant General Manager of the Planning, Construction and Maintenance Branch and Superintendent for the Metro Region have been consulted and concur with staff's recommendations.

### FISCAL IMPACT STATEMENT:

The proposed park acquisition will require an increase in maintenance cost demands and will require a budget increase that will be requested through the RAP's standard budget process. As indicated in the Summary of this Report, the proposed park is not expected to be developed at this time and therefore there is no fiscal impact to the Department of Recreation and Parks for development of the site at this time. Maintenance for the area is also expected to be minimal as the site will remain natural open space. Once this acquisition is completed, operational maintenance costs will be determined. Upon Project completion, a request for funding will be submitted in future annual Department budget requests.

This Report was prepared by John Barraza, Management Analyst II in Real Estate and Asset Management, Planning and Construction Branch.

### LIST OF ATTACHMENTS

- 1) Proposed Resolution

RESOLUTION NO. \_\_\_\_\_

WHEREAS, On October 28, 2015, City Council through City Council Motion recommended the acquisition of a Parcel that is known as the Mt. Lee Property; and

WHEREAS, On January 29, 2016, City Council approved through Council Motion, the transfer of funds for the acquisition of the Mt. Lee Property for open space, and

WHEREAS, On March 2, 2016, through Board Report No. 16-065, the Board granted preliminary approval to proceed with the acquisition of the Mt. Lee property and

WHEREAS, The Mt. Lee property is an 11.26-acre or 490,485 square foot parcel, located approximately one-quarter mile north of the iconic "Hollywood Sign" in the Santa Monica Mountains, between Griffith Park on the east and Universal City / Universal Studios on the west in Los Angeles, California 90068; with an Assessor's Parcel Number (APN) 5581-010-003; and

WHEREAS, The acquisition of the Mt. Lee Property will protect the Griffith Park area and surrounding open space area that will help preserve and protect the unique Hollywood Hills topography; and

WHEREAS, The property is a rugged and steeply-sloped parcel, residentially-zoned (RE40-1-H); and

WHEREAS, General Services Department (GSD) used a Formal Appraisal prepared on November 20, 2015 to assess value and GSD concurs with appraiser's valuation methodology used to arrive at the value for the subject property; and

WHEREAS, The estimated value of the appraisal was determined to be One Hundred Forty-Six Thousand Dollars (\$146,000.00) as of November 18, 2015, and GSD and owner have agreed to a purchase price of One Hundred Forty-Six Thousand Dollars (\$146,000.00) that is consistent with GSD's professional opinion of market value for the property identified by APN: 5581-010-003; and

WHEREAS, It is estimated that an additional Six Thousand Dollars (\$6,000.00) is required for payment of escrow fees, bringing the total property acquisition cost to One Hundred Fifty-Two Thousand Dollars (\$152,000.00); and

WHEREAS, Escrow costs and related pre-acquisition costs will be funded from Recreation and Parks Fund No. 205 Department No. 88 Appropriation 88MMD2 "Mt. Lee Property"; and

WHEREAS, this acquisition will add and protect open space in the area and bring more recreational opportunities to the entire City through expanded availability of recreational activities and facilities. The proposed acquisition site is shown on the attached Assessor Map APN 5581-010-003; and

WHEREAS, the Phase I Environmental Site Assessment report indicates that no evidence of Recognized Environmental Conditions (RECs) was found on the property, and no further site investigation is required' therefore there is no environmental impediment to the Department of Recreation and Parks (RAP) acquiring the site for public use; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Recreation and park Commissioners that approval is granted to proceed with the purchase of the property upon the completion of the preliminary acquisition activities, and contingent on the following conditions:

- A. Appropriate California Environmental Quality Act (CEQA) documentation will have been completed;
- B. All environmental assessments, Phase I, and Phase II if needed, will have been completed and satisfied prior to close of escrow; and
- C. The Department of General Services will negotiate a purchase price that is consistent with their professional opinion of market value.
- D. Clearance/Resolution of all and any Title issues prior to closing of escrow; and,

BE IT FURTHER RESOLVED that GSD be requested to finalize the acquisition of the 11.26-acre or 490,485 square foot vacant parcel, located, approximately one-quarter mile north of the iconic "Hollywood Sign" in the Santa Monica Mountains, between Griffith Park on the east and Universal City / Universal Studios on the west in Los Angeles, California 90068; with Los Angeles County Assessor's Parcel Number (APN) 5581-010-003; (Mt. Lee/Griffith Park expansion), in accordance with the provisions of Charter Section 594 (a) and (b); and

BE IT FURTHER RESOLVED the Board requests and grants authority to GSD and City Attorney's Office (CA) to negotiate, draft, finalize and execute a Purchase and Sale (PSA) Agreement pending final review and approval by GSD and, subject to the approval of the City Attorney as to form, and

BE IT FURTHER RESOLVED that the Board President and Board Secretary be authorized to approve and execute the PSA upon receipt of the necessary approvals from the City Attorney's Office; and

BE IT FURTHER RESOLVED that the use Recreation and Parks Fund No. 205 Department No. 88 Appropriation 88MMD2 "Mt. Lee Property" is approved for the acquisition and related costs of the vacant parcel identified with Assessor's Parcel Numbers (APN) 5581-010-003 (Mt. Lee/Griffith Park Expansion); and

BE IT FURTHER RESOLVED that the GSD Asset Management Division, RAP's Chief Accounting Employee be authorized to make technical corrections, as necessary, to establish the necessary accounts to acquire the project site, and to accept and transfer the necessary monies to fund the acquisition to the appropriate City Department accounts or escrow company account in order to expeditiously complete the acquisition of the parcel APN 5581-010-003; and

BE IT FURTHER RESOLVED that the Board Secretary is directed to execute the escrow instructions and accept the grant deed for the subject property for the acquisition and expansion of the property to be known as the "Mt. Lee/Griffith Park Expansion," as approved by the City Attorney, which shall be set apart and dedicated as park property in perpetuity.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of a Resolution adopted by the Board of Recreation and Park Commissioners of the City of Los Angeles at its meeting held on \_\_\_\_\_, 20\_\_ (Report No \_\_\_\_\_).

\_\_\_\_\_  
Armando X. Bencomo, Secretary

Resolution No. \_\_\_\_\_

BOARD REPORT


NO. 16-171

DATE August 10, 2016

C.D. 9

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: 50 PARKS INITIATIVE — NEVIN AVENUE PARK (PRJ20833) PROJECT — 1531 EAST 32<sup>nd</sup> STREET AND 1527 EAST 32<sup>nd</sup> STREET — FINAL AUTHORIZATION TO ACQUIRE PROPERTY AND EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), PURSUANT TO ARTICLE 19, SECTIONS 15301 CLASS 1 (L), 15303 CLASS 3 (E), 15325 CLASS 25 (F), AND 15330 CLASS 30 (B)(5) OF THE STATE CEQA GUIDELINES

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

  
General Manager

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

RECOMMENDATIONS

1. Authorize the acquisition of parcels, located at and identified with Los Angeles County Assessor's Parcel Numbers (APN) 5117-001-008 – 1527 East 32<sup>nd</sup> Street and APN: 5117-001-009 – 1531 East 32<sup>nd</sup> Street, Los Angeles, California 90011 for Nevin Avenue Park (also known as Nevin Avenue Elementary School Park);
2. Adopt a Resolution, herein included as Attachment 1, authorizing Department of Recreation and Parks' (RAP) staff to request the assistance of the General Services Department (GSD) and other City entities, per Charter Section 594(a) and (b), in obtaining fee title to two parcels totaling a 0.262 acre or 11,436 square foot parcel, located at APN 5117-001-008 – 1527 East 32<sup>nd</sup> Street and APN: 5117-001-009 – 1531 East 32<sup>nd</sup> Street, Los Angeles, California 90011, and approving the necessary agreements;
3. Approve the use of Proposition 84 funds for the acquisition of 1527 and 1531 East 32<sup>nd</sup> Street, Los Angeles, California 90011; APNs 5117-001-008 and 009;
4. Approve the use, if necessary, of an alternative funding source, unidentified as of the date of this Report, to cash flow the acquisition, said funds are to be reimbursed by Proposition 84 funds once they become available;



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5. Grant final approval to purchase the property upon the completion of the preliminary acquisition activities, contingent upon the following conditions:
  - A. Funding will have been made available for the acquisition of the property either through: Proposition 84 Statewide Park Program funds, or an alternative funding source yet to be determined; and,
  - B. Appropriate California Environmental Quality Act (CEQA) process will have been completed and satisfied, which is required for the reimbursement of cash flow funds by Proposition 84; and,
  - C. Any additional required environmental assessments, if needed, will have been completed and satisfied prior to close of escrow; and,
  - D. Confirmation from GSD of the clearance/resolution of all Liens and any Title issues prior to closing of escrow; and,
  - E. Release of Lien by Department of Toxic Substances Control (DTSC) against property identified by APN 5117-001-008 and 009, to be recorded upon approval and execution of all required actions in accordance with the Consent Decree for the Renu Plating court action and subsequent actions leading to the acquisition of said parcel; and,
  - F. Execution of the Prospective Purchaser Agreement (PPA) prior to close of escrow;
6. Approve the proposed Purchase and Sale Agreement (PSA), herein included as Attachment 2, and the PPA, also known as the "Agreement and Covenant Not To Sue", between City of Los Angeles (City)/Department of Recreation and Parks (RAP) and State Of California Department Of Toxic Substances Control (DTSC) allowing for the release of lien by DTSC and sale of property, subject to the approval of the City Attorney;
7. Authorize RAP's General Manager or Designee, or the Board President and Board Secretary if necessary, to execute the Purchase and Sale Agreement (PSA), and authorize the Board President and Board Secretary to execute the PPA upon receipt of the necessary approvals;
8. For expediency, authorize GSD's General Manager to execute the Purchase and Sale Agreement (PSA), if necessary, upon receipt of the necessary approvals;
9. Concur with the Court's approval of the Consent Decree action concerning the STATE OF CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL, Plaintiff, v. RENU PLATING COMPANY, INC., et al., Defendants;

## BOARD REPORT

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10. Find that the Project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Sections 15301 Class 1 (l), 15303 Class 3 (e), 15325 Class 25 (f), and 15330 Class 30 (b)(5) of the State CEQA Guidelines;
11. Direct staff to file a Notice of Exemption with the Los Angeles County Clerk;
12. Direct the Chief Financial Officer to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) in order to file a Notice of Exemption with the County within five working days of project approval;
13. Authorize RAP's Chief Accounting Employee to find an alternative funding source to be used to cash flow the acquisition, make technical corrections as necessary to establish the necessary accounts to acquire the Project site, and to accept and/or authorize transfer of the necessary monies to fund the acquisition to the appropriate City Department accounts or escrow company account in order to expeditiously complete the acquisition of the Nevin Avenue Park (Nevin Avenue Elementary School Park);
14. Authorize the Board Secretary to execute the escrow instructions and to accept the grant deed for the subject property, as approved by the City Attorney, which shall be set apart and dedicated as park property in perpetuity; and,
15. Authorize the General Manager or his designee to make technical corrections as necessary to the transactions included in this Report to carry out the intent of the transfer as stated in the Summary of this Report.

### SUMMARY

#### THE 50 PARKS INITIATIVE

In recognition of the need to develop a coordinated long-term strategy to meet the recreation and park needs of current and future residents of the City of Los Angeles, RAP launched an initiative to acquire at least fifty (50) sites and develop them into new public parks -- The Fifty Parks Initiative. The primary goal of the initiative is to increase the number of park and facilities across the City of Los Angeles (CITY) with a specific focus on densely populated neighborhoods and communities that lack sufficient open space and recreational services. RAP will continue with the Fifty Parks Goals of acquiring and building new parks in those areas that lack parks beyond the Fifty Parks Initiative as there is continued need for more parks throughout the City of Los Angeles.

## BOARD REPORT

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### PROPOSITION 84:

On November 7, 2006, California voters passed the "Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006" (Proposition 84), which authorized Five Billion, Four Hundred Thousand Dollars (\$5,000,400,000.00) in general obligation bonds for a number of State grant programs. One of the grant programs created was the Statewide Park Development and Community Revitalization Program. A total of Three Hundred Sixty-Eight Million Dollars (\$368,000,000.00) has been dedicated to this program to make grant awards to projects that demonstrate the creation of new park and recreation facilities in proximity to the most critically underserved communities throughout California on a competitive basis in two (2) rounds One Hundred Eighty-Four Million Dollars (\$184,000,000.00) available each round).

### PROPOSED COMMUNITY REDEVELOPMENT AGENCY OF LOS ANGELES (CRA) PROPOSITION 84 PROJECT – NEVIN AVENUE PARK:

The 1<sup>st</sup> round Request for Proposals for the Statewide Park Program was released in September 2009. At its meeting of February 20, 2010, the City Council authorized Community Redevelopment Agency of Los Angeles (CRA) to submit grant applications for Nevin Avenue Elementary School Park project (Council File No. 09-2839). In November 2010, the CRA was awarded a Two Million, Eight Hundred Ninety-Eight Thousand, Three Hundred Forty Dollar (\$2,898,340.00) Proposition 84 grant for Nevin Avenue Park. In January 2012, however, the CRA was dissolved by the State of California (State). As a result of the dissolution of the CRA, RAP was tasked to assume the grant obligations and complete the projects on behalf of the City.

On May 24, 2012, RAP received notification from the State that Nevin Avenue Elementary School Park projects would receive further consideration for the Proposition 84 Statewide Park Program grant. In order to complete the assumption of these grants, the State Office of Grants and Local Services had requested that the City submit by August 31, 2012, a Resolution approved by City Council authorizing the grant application. On August 14, 2012, the City Council adopted the actions under Council File No. 09-2839-S2, a resolution that basically approved the assumption, transfer and filing of an application for the Nevin Avenue Park project to RAP on behalf of the CITY.

In order to expedite and not lose the opportunity to acquire this property and funding, the Board is being requested to grant the necessary authorities required to complete this acquisition as intended by Council and previous Board actions taken on Prop 84 concerning this project. To further expedite this acquisition an alternative funding source will need to be found that will enable RAP to cash flow this acquisition if needed or until Prop 84 can reimburse RAP's/City acquisition and related costs. On September 5, 2012, the Board authorized through Report No. 12-241 the use of Capital Park Development B funds for the 50 Park Projects. Since the approval of funds on September 5, 2012, funds from Capital Park Development B funds are no longer available. As part of this Board action, RAP is now requesting approval to use an undetermined alternative fund to cash flow this acquisition. Any approved cash flow fund will be reimbursed by Proposition 84 funds once the funds are made available by the State.

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RAP'S NEVIN AVENUE PARK PROJECT:

In an effort to preserve park space as part of the 50 Parks Initiative and to complete pending CRA projects approved by City Council, RAP is proceeding with the acquisition of two (2) parcels located on 32<sup>nd</sup> Street in Los Angeles, CA 90011 per City Council's instructions. The total lot area for both parcels is approximately 0.262 acre or 11,436 square feet, per Los Angeles County Assessor's property information data, Parcel APN: 5117-001-009 is 5,760 square feet and parcel APN: 5117-001-008 is 5,676 square feet. Parcel 5117-001-008 has a one story, single tenant concrete block industrial building built in 1952 containing 4,835 square feet. The Parcel identified by APN: 5117-001-008 has one tenant which is on a month-to-month basis. RAP staff has recommended to City Attorney and GSD, that language be included as part of the PSA, specifying that the owner of the property will have to assist the Tenant or Tenants and ensure that property is vacant within thirty (30) days prior to the close of escrow. GSD will confirm if any tenants occupy the acquisition parcels and insure parcels are vacated prior to close of escrow. GSD will confirm all final costs that are due and that the property is clear of any liens other than the agreed upon DTSC environmental monitoring requirements.

BENEFIT TO COMMUNITY

The acquisition of these parcels is necessary due to its potential for enhancement and enrichment of the surrounding community. The surrounding area lacks parks and would tremendously benefit from the addition of a new park that will offer added recreation space to the nearby school and surrounding community. The area is an industrial area that would benefit from redevelopment. A park in the area would help enrich the community. The proposed acquisition parcels are adjacent to Nevin Avenue Elementary School. The area is also a very densely populated area, which increases the need for parks in the area. This acquisition site was presented to RAP by City Council as part of several CRA projects that had been awarded funds by the State. Upon the CRA's dissolution, City approved the transfer of this and other projects to RAP for acquisition and development. As of the drafting of this Report a final development plan has not yet been finalized. Therefore, there is no final information available on development costs or funding for the development of this site.

NEED ASSESSMENT

The proposed Nevin Avenue Park acquisition, will provide a neighborhood park in an area where City residents do not have sufficient access to improved green spaces or neighborhood parks. An estimated 6,272 residents live within one half- mile walking distance of the proposed Nevin Avenue Park. Of those 6,272 residents, 1,121 residents do not have access to any improved green spaces or neighborhood parks within one half- mile walking distance of their homes.

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### TREE AND SHADE

No development information is available as this time, therefore there is no information on tree or shade amenities.

### PROJECT ISSUES

The Nevin Avenue Park site is the site of a former plating facility that was owned by the Renu Plating Company (Renu) from 1955 to 1984. The operation of metal plating and cleaning included the use of surfactants, acids, alkalines, base metals, cyanide and water baths. The use of these products in the plating process resulted in major wastes from cyanide contaminated, high pH metallic sludges and rinse waters. Over the years, the site was cited for numerous violations, one of which occurred on January 11, 1983, where Renu was cited by the Los Angeles County Sanitation District for excessive free cyanide in its wastewater. Even though the Department of Toxic Substances Control (DTSC) did perform clean-up work, DTSC has indicated that the following contaminants or hazardous substances have been detected in the soil at this project site: cadmium, copper, nickel, lead, and tetrachloroethylene (PCE) and trichloroethylene (TCE). The specific of these hazardous wastes are listed in Exhibit F of the Agreement and Covenant Not to Sue document.

As part of DTSC oversight responsibilities, DTSC performed clean-up work at the site that brought the site up to industrial standards but not to Park standards. Unable to recover costs, DTSC placed a lien on the property in the amount of Nine Hundred Thirty-One Thousand, Six Hundred Thirty-One Dollars, and Thirty-Nine Cents (\$931,631.39) for the clean-up work that DTSC performed. RAP Environmental staff is reporting that there would be substantial costs to bring the site up to Park standards, estimated currently to be Four Hundred Two Thousand, Seven Hundred Eight Dollars (\$402,708).

Part of these costs will entail continued monitoring by DTSC, which are included in the above estimate and estimated specifically to be Sixty-Six Thousand, Four Hundred Eighty-Six Dollars (\$66,486.00). This project will have substantial environmental remediation costs that will be part of the overall cost of this development project. Specific estimated costs for remediation at this time are listed below. DTSC has also indicated that a yearly Two Thousand, Five Hundred Dollar (\$2,500.00) maintenance inspection fee will be assessed to owner of property to pay for environmental monitoring by DTSC. Duration of the yearly inspection and fee is unclear at this time. DTSC has not indicated how long the monitoring will last.

Along with these environmental costs, and as mentioned above, DTSC has placed a lien on the property in the amount of Nine Hundred Thirty-One Thousand, Six Hundred Thirty-One Dollars and Thirty-Nine Cents (\$931,631.39), which places environmental restriction on the property. DTSC has agreed to remove said lien upon payment of Five Hundred Thousand Dollars (\$500,000.00) and also with the understanding that the City/RAP will acquire the Nevin Avenue Park site.



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### Projected estimate of environmental costs:

1.	Phase I ESA	\$ 1,800.00
2.	Prospective Purchaser Agreement	\$ 9,400.00
3.	Soils Management Plan (grant)	\$ 10,000.00
4.	Excavation of contaminated soil (grant)	\$ 25,400.00
5.	Soils Testing & Disposal (estimated)	\$205,000.00
6.	Top Soil Replacement (grant)	\$ 44,850.00
7.	DTSC Oversight ( PPA Preparation)	\$ 39,772.00
8.	DTSC Oversight (2016 estimate)	\$ 66,486.00
	<b>TOTAL COST</b>	<b>\$402,708.00</b>

In addition, there would be a Two Thousand, Five Hundred Dollar (\$2,500.00) annual Inspection fee.

These environmental costs are in addition to the Six Hundred Thousand Dollars (\$600,000.00) for acquisition recommended by GSD. RAP Grants staff has obtained confirmation from the State that the State Grant will pay for the environmental costs estimated to be Four Hundred Two Thousand, Seven Hundred Eight Dollars (\$402,708.00). RAP Environmental has indicated that these costs could increase and therefore are only an estimate of the current total costs, which are expected to increase over time. The Two Thousand, Five Hundred Dollar (\$2,500.00) annual inspection fee will not be paid by the State Grant, as the State considers this cost to be a maintenance cost.

A Phase II ESA was performed resulting in remediation measures and the issuance of closure letter clearing property to an industrial standard level. Further work will have to be done to bring the property to park standard.

### NEGOTIATIONS

In July of 2013, DTSC, CITY and the Property owner of parcels APN: 5117-001-009 and APN: 5117-001-008 met to discuss the environmental issues concerning said parcels and the sale of same properties. At the meeting it was determined and preliminary agreed upon by all the involved parties that included State and City parties that the CITY would consider upon obtaining all necessary approvals the acquisition of parcel APN: 5117-001-009 and parcel APN: 5117-001-008, on the condition that DTSC would remove the environmental lien against the property upon payment of Five Hundred Thousand Dollars (\$500,000.00) to DTSC to cover cleanup costs. The owner of the property would in turn receive One Hundred Thousand Dollars (\$100,000.00) for the transfer of property to the City/RAP and the City would comply with DTSC's review and oversight based on the scope of work referenced in the "Agreement and Covenant Not to Sue", also known as that "Prospective Purchaser Agreement" (PPA) document. Transfer/acquisition of the parcels to RAP is conditioned on the completion of several items that were memorialized in a term sheet for the purchase and sale of the properties in question. These conditions are:



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1. The clearance of title issues.
2. Property must be vacant and any existing tenant must vacate the property within thirty (30) days prior to close of escrow.
3. The Board concurs with the approval by the U.S. District Court of the consent judgment as it relates to Court Case No. CV13-01508-R (Central District of California) ("Renu Plating case") in the Department of Toxic Substances Control v. Renu Plating Company, Inc.
4. City deposit Six Hundred Thousand Dollars (\$600,000.00) into Escrow to be distributed to the Property owner and DTSC in the following amounts: Five Hundred Thousand Dollars (\$500,000.00) to DTSC and One Hundred Thousand Dollars (\$100,000.00) to the owner of the parcels.
5. An executed PSA deposited into escrow the PSA.
6. DTSC deposit into escrow the proposed Consent Decree between DTSC and Owner in the Renu Plating case.
7. DTSC release the lien against the property, to be recorded upon approval of the proposed consent judgement in the Renu Plating case and execution of the Prospective Purchaser Agreement, AKA Agreement and Covenant Not to Sue document between the City/RAP and DTSC.

All of these items would have to be completed before said parcels would be acquired by RAP.

COUNCIL SUPPORT:

Councilmember Curren D. Price, Jr.'s Office, Ninth Council District, is aware of these issues and has been informed and strongly supports this acquisition and stresses that this site meets all requirements for a new park in the area. Although the site itself would make for a good park in the area, the environmental and/or Title issues are a concern to RAP staff; therefore, RAP staff recommends caution with this acquisition and that all title issues be resolved prior to GSD proceeding with acquiring the parcels. Council District 9 Office has been instrumental in promoting this acquisition and has been involved in the process from the start.

PROPERTY VALUE:

To determine the fair market value for the property identified by APN: 5117-001-008 and 009, GSD used a Formal Appraisal prepared by an independent appraiser. This appraisal was prepared on June 28, 2013. The estimated value of the appraisal was determined to be Six Hundred Thousand Dollars (\$600,000.00) as of June 19, 2013. GSD concurs with appraiser's valuation methodology used to arrive at the value for the subject property. GSD has agreed to a purchase price of Six Hundred Thousand Dollars (\$600,000.00) that is consistent with their

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professional opinion of market value for the property and that is consistent with the DTSC value of the lien removal.

### FUNDING SOURCES

The State has indicated to RAP Grants Staff that Proposition 84 funds will be used to pay for acquisition costs and that funds will be deposited by the State directly into escrow. There is sufficient funding available for the acquisition of parcels identified by APN: 5117-001-008 and 009. There are Two Million, Eight Hundred Ninety-Eight, Three Hundred Forty Dollars (\$2,898,340.00) in Proposition 84 funds. Estimated acquisition cost is Six Hundred Thousand Dollars (\$600,000.00). RAP Staff is unable to determine an accurate complete total, which would include closing and related costs. The information has not been made available to staff as of the writing of this report. However, staff does estimate that up to an additional Ten Thousand Dollars (\$10,000.00) in closing costs fees will be needed to complete the acquisition. Closing cost totals could be less. As part of the City's Staff standard practice of conducting due diligence, GSD and RAP will verify costs are correct prior to the closing of escrow.

In an attempt to ensure that the acquisition has sufficient funding in place to complete the acquisition and in the unlikely possibility that the State is unable to meet the escrow deadlines, RAP staff is requesting and is recommending that the escrow costs and related pre-acquisition costs be funded by an alternative funding source to cash flow this acquisition and that RAP's Chief Accounting Employee be granted the authority to make technical corrections as necessary to establish the necessary accounts to acquire the project site or identify and use funds to cash flow this acquisition. If an alternative funding source is used to fund the acquisition of the subject property, Proposition 84 will be used to reimburse the alternative funding source once Proposition 84 funds become available. The Board should be aware that Proposition 84 funds to pay environmental costs could be denied if the State determines that certain environmental costs or other costs are not covered or approved. If the State denies funding, the City would have to absorb the costs. It should be noted that there are additional funds available for the development of the subject property from Prop 84 as it was presented in the Proposition 84 Grant application by the CRA.

### PROPOSED PROJECT SCOPE

The project scope that was submitted to the State by the CRA as part of its State Grant Application was also submitted to the Board and approved by the Board through Report No. 12-225 on July 19, 2012. The proposed Project scope called for acquisition of two parcels: including the construction of a new entry plaza and picnic area, children's playground, fitness zone, interactive plant and water demonstration garden, botanical learning garden, walking trail, "rolling" hill, and an indoor/outdoor learning/community center.

Further study and community outreach will be needed to determine the appropriate development plan for the community. Costs for the acquisition and development of park project is projected to be Two Million, Eight Hundred Ninety-Eight Thousand, Three Hundred Forty Dollars (\$2,898,340.00), which also includes acquisition costs. There is no additional information on final development plans. This report primarily addresses the acquisition of the

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new parcel acquisition identified by APN: 5117-001-008 and 009.

### ACQUISITION COSTS

The cost of the proposed Nevin Avenue Park acquisition as recommended by GSD is Six Hundred Thousand Dollars (\$600,000.00). The estimated appraisal value is \$600,000 as of June 19, 2013. GSD has indicated that as part of its professional expertise that a fair negotiated price would be Six Hundred Thousand Dollars (\$600,000.00). GSD recommends and supports the negotiated price of Six Hundred Thousand Dollars (\$600,000.00). Estimated closing costs are estimated to be approximately Ten Thousand Dollars (\$10,000.00) in total, but could be higher. The cost for the release of the Lien placed by DTSC is Five Hundred Thousand Dollars (\$500,000.00). The closing costs are estimates only, are subject to change, and are for reference purposes only. The projected total acquisition cost is estimated at Six Hundred Ten Thousand Dollars (\$610,000.00). GSD will confirm final closing costs and review said costs before it approves the acquisition and the associated closing costs and other related costs based on its professional expertise. As a further note, the City Attorney's Office has also recommended this negotiated acquisition arrangement.

### AGREEMENTS

The acquisition of these parcels and the acceptance of this project will entail the approval and execution of two (2) agreements. The first agreement that will need to be executed is PSA between RAP and the owner of the parcels identified by APN's 5117-001-009 and 5117-001-008. The PSA will consist of all the acquisitions conditions, terms and obligations required of both the seller and buyer. The second agreement is the Prospective Purchaser Agreement (PPA), also known as the Agreement and Covenant Not to Sue, between the City, RAP and DTSC. The PPA will address the environmental issues and provide indemnification and protection for the City as the prospective purchaser, also known as the Settling Respondent, and will resolve the Settling Respondent's potential liability. DTSC will provide review and oversight of the required work or scope of work described in the of the PPA, and in return, DTSC, upon completion of the Scope work to its satisfaction, will provide a covenant not to sue or take any civil, judicial or administrative action to pursue any claim or make demand against the Settling Respondent.

The PPA Agreement will contain an operation and management agreement and a soils management plan that will be part of the DTSC's review and oversight.

### ENVIRONMENTAL IMPACT STATEMENT

RAP Staff determined that the subject project consists of the acquisition of property with the intent to preserve open space for park purposes; demolition of an existing structure; a minor cleanup action less than One Million Dollars (\$1,000,000.00) to prevent and eliminate the release of hazardous waste; and new construction of small structures. Therefore, the project site is categorically exempt from the provisions of California Environmental Quality Act (CEQA),

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pursuant to Article 19, Sections 15301 Class 1 (l), 15303 Class 3 (e), 15325 Class 25 (f), and 15330 Class 30 (b)(5) of the State CEQA Guidelines.

### FISCAL IMPACT STATEMENT

As indicated in the Summary of this Report, the design of the proposed park has not been determined and will be presented to the Board for final approval at a later time. At this time, the impact to the Department of Recreation and Parks is for the Acquisition cost, which is estimated to be at Six Hundred Ten Thousand Dollars (\$610,000.00), plus potentially the costs for remediation which is projected to be Four Hundred Two Thousand, Seven Hundred Eight Dollars (\$402,708.00) as of the drafting of this Report. RAP would have to absorb the remediation costs if the state does not pay all or a portion of those costs. A yearly Two Thousand, Five Hundred Dollars (\$2,500.00) DTSC monitoring fee will also be assessed to RAP. Any tenant and related costs are addressed in the PSA, but there is a possibility that City could have to cover relocation costs, and as such, RAP's Chief Accounting Employee will need to make technical corrections as necessary to identify and establish the necessary accounts to acquire the project site. Potential Relocation costs are unknown at this time.

Once this project is completed, operational maintenance cost will be determined. Upon project completion, a request for funding will be submitted in future RAP's annual budget requests.

This Report was prepared by John Barraza, Management Analyst II in Real Estate and Asset Management, Planning and Construction Branch and approved by executive management.

### LIST OF ATTACHMENTS

- 1) Proposed Resolution

RESOLUTION NO. \_\_\_\_\_

WHEREAS, On November 7, 2006, California voters passed the "Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006" (Proposition 84), which authorizes Five Billion, Four Hundred Million Dollars (\$5,400,000,000.00) in general obligation bonds for a number of State grant programs; and,

WHEREAS, One of the grant programs created was the Statewide Park Development and Community Revitalization Program (Propositions 84 Statewide Park Program). A total of Three Hundred Sixty-Eight Million Dollars (\$368,000,000.00) has been dedicated to this program to make grant awards to projects that demonstrate the creation of new park and recreation facilities in proximity to the most critically underserved communities throughout California on a competitive basis in two rounds with One Hundred Eighty-Four Million Dollars (\$184,000,000.00) available each round; and,

WHEREAS, The 1<sup>st</sup> round Request for Proposals for the Statewide Park Program was released in September 2009 and at its meeting of February 20, 2010, the City Council authorized the Community Redevelopment Agency of Los Angeles (CRA) to submit grant applications for Nevin Avenue Park project, also known as Nevin Avenue Elementary School Park (Council File No. 09-2839); and,

WHEREAS, In November 2010, the CRA was awarded a Two Million Eight Hundred Ninety-Eight Thousand, Three Hundred Forty Dollars (\$2,898,340.00) Proposition 84 grant for Nevin Avenue Park project; and,

WHEREAS, In January 2012, however, the CRA was dissolved and as a result of the dissolution of the CRA, the Department of Recreation and Parks (RAP) was asked to assume the grants and complete the projects on behalf of the City of Los Angeles (CITY); and,

WHEREAS, On May 24, 2012, RAP received notification from the State that the Nevin Avenue Park project would receive further consideration for the Proposition 84 Statewide Park Program grant; and,

WHEREAS, In order to complete the assumption of these grants, the State Office of Grants and Local Services had requested that the CITY submit by August 31, 2012, a City Council approved Resolution authorizing the grant application; and,

WHEREAS, On August 14, 2012, the City Council adopted the actions under Council File No. 09-2839-S2, by a resolution that basically approved the assumption, transfer and filing of an application for the Nevin Avenue Park to RAP on behalf of the CITY; and,

WHEREAS, The Nevin Avenue Park project concerns two (2) parcels, with approximately 0.262 acres or 11,436 square feet and with the following Los Angeles County's Assessor's Parcel Numbers (APN) 5117-001-008 which is approximately 5,760 square feet and address of 1527 East 32<sup>nd</sup> Street and the other with APN: 5117-001-009 and approximately 5,676 square feet and address of 1531 East 32<sup>nd</sup> Street, Los Angeles, California 90011; and,



WHEREAS, On September 5, 2012, the Board authorized through Report No. 12-241 the use of Capital Park Development B funds for the 50 Park Projects.

WHEREAS, Said funds are no longer available and RAP is now requesting approval to use the an alternative funding source and request the RAP's Chief Accounting Employee to make technical corrections as necessary to identify and establish the necessary accounts to acquire the project site and cash flow this acquisition/PRJ20833. Account 89270K-CG will be reimbursed by Proposition 84 funds once they become available; and,

WHEREAS, RAP is interested in acquiring two (2) parcels identified by (APN) 5117-001-008 and address of 1527 East 32<sup>nd</sup> Street and the other with APN: 5117-001-009 and address of 1531 East 32<sup>nd</sup> Street, Los Angeles, California 90011; and,

WHEREAS, Currently, parcel 5117-001-008 has a one-story, concrete block industrial building built in 1952 containing 4,835 square feet, and the Parcel identified by APN: 5117-001-008 has one tenant who is on a month-to-month basis; and,

WHEREAS, The owner has agreed to ensure property is vacant before escrow close and General Services Department (GSD) will ensure building is vacant and notify RAP staff of any additional costs; and,

WHEREAS, The Purchase and Sale Agreement (PSA) will address the owner insuring that the property is vacant prior to close of escrow; and,

WHEREAS, The use of an alternative funding source for the acquisition of 1527 East 32<sup>nd</sup> Street and 1531 E. 32<sup>nd</sup> Street, Los Angeles, California 90011; Assessor's Parcel Numbers (APN) 5117-001-009 and 5117-001-008 (Nevin Avenue Park Project (PRJ20833)) might be necessary to complete the acquisition if Proposition 84 funds are not available, and said funds will be used to cash flow the acquisition and will be reimbursed by Proposition 84; and,

WHEREAS, There is the potential for RAP having to absorb the acquisition costs if the State of California denies funding; and,

WHEREAS, Funding will initially be provided directly by STATE using Proposition 84 funds and if funds are not available the use of an alternative funding source will be used; and,

WHEREAS, Funding, and environmental concerns will have to be satisfied prior to acquisition, and GSD has negotiated a purchase price that is consistent with their professional opinion of the market value; and,

WHEREAS, To determine the fair market value for the above mentioned property identified by APN: 5117-001-008 and 009, GSD used a Formal Appraisal prepared by an independent appraiser, and the appraisal was prepared on June 28, 2013, and the estimated value of the appraisal was determined to be Six Hundred Thousand Dollars (\$600,000.00) as of June 19, 2013, and GSD concurs with appraiser's valuation methodology used to arrive at the value for the subject property, and GSD has recommended a purchase price of Six Hundred Thousand Dollars (\$600,000.00) that is consistent with their professional opinion of market value for the property; and,



WHEREAS, There is an estimated TOTAL COST of Four Hundred Two Thousand, Seven Hundred Eight Dollars (\$402,708.00) for environmental related work and a Two Thousand, Five Hundred Dollars (\$2,500.00) annual Inspection fee for an undetermined period of time to be paid to Department of Toxic Substances Control (DTSC); and,

WHEREAS There is also the possibility of additional environmental and or remediation costs that will be part of this project and those additional environmental costs for remediation are unknown at this time; and,

WHEREAS RAP Grants staff has confirmed with STATE that STATE will pay, using Proposition 84 funds, the estimated Four Hundred Two Thousand, Seven Hundred Eight Dollars (\$402,708.00) in environmental costs and review additional costs; and,

WHEREAS, DTSC has placed a lien on the property which places environmental restriction on the property, and DTSC has agreed to remove said lien upon payment of Five Hundred Thousand Dollars (\$500,000.00) but will continue monitoring duties at the expense of RAP; and,

WHEREAS, DTSC has also indicated that a yearly Two Thousand, Five Hundred Dollars (\$2,500.00) inspection maintenance fee will be assessed to owner of property to pay for environmental monitoring by DTSC; and,

WHEREAS, DTSC's yearly Two Thousand, Five Hundred Dollars (\$2,500.00) inspection maintenance fee has an undetermined time period and could increase yearly; and,

WHEREAS, Estimated closing costs are estimated to be approximately Ten Thousand Dollars (\$10,000.00) in total, and the cost for the release of the Lien placed by DTSC is Five Hundred Thousand Dollars (\$500,000.00) and,

WHEREAS, The closing costs are estimates only and are subject to change and are for reference purposes only; and,

WHEREAS, GSD will purchase the property per the preliminary negotiated terms approved by the City Attorney's Office from owner for One Hundred Thousand Dollars (\$100,000.00) and pay the DTSC lien of Five Hundred Thousand Dollars (\$500,000.00); and,

WHEREAS, the projected total acquisition cost is estimated at Six Hundred Ten Thousand Dollars (\$610,000.00). GSD will confirm final closing costs and review said costs before it approves the acquisition and the associated closing costs and other related costs based on its professional expertise, and as a further note, the City Attorney's Office has also recommended, this acquisition arrangement; and,

WHEREAS, if funding for the acquisition comes from an alternative funding source, said fund will be reimbursed. There is sufficient funding for the acquisition of the parcel identified by APN 5117-001-008 and 009 from Proposition 84. The alternative funding source will be used to pay for all acquisition related costs such as appraisals, Phase I Environmental Site Assessment, Phase II, Escrow Closing Costs, site preparation; and,

WHEREAS, an additional Ten Thousand Dollars (\$10,000.00) is required for payment of closing

fees, bringing the total property acquisition cost to Six Hundred Ten Thousand Dollars (\$610,000.00). RAP expects to be reimbursed by the Two Million, Eight Hundred Ninety-Eight Thousand, Three Hundred Forty Dollars (\$2,898,340.00) Proposition 84 grant if STATE determines that RAP has met all requirements; and,

WHEREAS, this acquisition will provide the opportunity to develop park space in a densely populated community which lacks park space, and the acquisition will add to the open space and bring more recreational opportunities to the entire City through expanded availability of recreational activities and facilities, and the proposed acquisition site is shown on the attached Assessor Map, APN: 5117-001-008 and 009; and,

WHEREAS, Two (2) documents will need to be executed to as part of this acquisitions project. The first is a PSA between RAP and the owner of the parcels identified by APN's 5117-001-009 and 5117-001-008. The PSA will consist of all the acquisitions conditions, terms and obligations required of both the seller and buyer. The second agreement is the Prospective Purchaser Agreement (PPA), also known as the Agreement and Covenant Not to Sue, between the City of Los Angeles (CITY)/RAP and DTSC. The PPA will address the environmental issues and provide indemnification and protection for the City as the prospective purchaser also known as the Settling Respondent and will resolve the Settling Respondents potential liability. DTSC will provide review and oversight of the required work or scope of work described in Exhibit G of the PPA and in return the DTSC upon completion of the Scope work and to the satisfaction DTSC will provide a covenant not to sue or take any civil, judicial or administrative action to pursue any claim or make demand against the Settling Respondent. The agreement will contain an operation and management agreement and a soils management plan that will be part of the DTSC's review and oversight; and,

WHEREAS, The Phase II Environmental Site Assessment report indicates that no evidence of Recognized Environmental Conditions (RECs) was found on the property, and no further site investigation is required, therefore there is no environmental impediment to the Department of Recreation and Parks (RAP) acquiring the site for public use; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Recreation and Park Commissioners that GSD be requested to finalize the acquisition of the property located 1527 East 32<sup>nd</sup> Street and 1531 East 32<sup>nd</sup> Street, Los Angeles, California 90011, identified by Assessor's Parcel Number (APN) 5117-001-008 and 009, (Nevin Avenue Park), in accordance with the provisions of Charter Section 594 (a) and (b); and,

BE IT FURTHER RESOLVED, that staff is authorized to request the assistance of the GSD and other City entities, per Charter Section 594(a) and (b), in obtaining fee title to two (2) parcels totaling a 0.262 acre or 11,436 square foot parcel, located at Assessor's Parcel Numbers (APN) 5117-001-008 - 1527 East 32<sup>nd</sup> Street and APN: 5117-001-009 - 1531 E. 32<sup>nd</sup> Street, Los Angeles, California 90011; and,

BE IT FURTHER RESOLVED, that authority is granted to GSD and the City Attorney's Office to negotiate, draft, finalize and execute a PSA pending final review and approval by GSD, subject to the approval of the City Attorney as to form, and;

BE IT FURTHER RESOLVED, that the Board approves the Prospective Purchaser Agreement, also known as the Agreement and Covenant Not to Sue, between City/RAP and DTSC allowing for the release of liens by DTSC and sale of property, subject to the approval City Attorney) and that the Board President and Secretary are authorized to execute the document; and,

BE IT FURTHER RESOLVED, that, in order to expedite the acquisition of the proposed project, the General Manager of RAP or Board President and Secretary are authorized to execute the PSA upon receipt of the necessary approvals, and that GSD and City Attorney's Office are requested and granted authority to review, negotiate, draft and finalize and execute forthwith a PSA on behalf of the Board, if necessary, pending final review and approval by GSD Asset Management Division and subject to the approval of the City Attorney as to form, and upon completion and approval of all the following conditions:

- A. Funding will have been made available for the acquisition of the property either through: Proposition 84 Statewide Park Program funds, or an alternative funding source yet to be determined; and,
- B. Appropriate California Environmental Quality Act (CEQA) process will have been completed and satisfied, which is required for the reimbursement of cash flow funds by Proposition 84; and,
- C. Any additional required environmental assessments if needed, will have been completed and satisfied prior to close of escrow; and,
- D. Confirmation from GSD of the clearance/resolution of all Liens and any Title issues prior to closing of escrow; and,
- E. Release of Lien by Department of Toxic Substances Control (DTSC) against property identified by APN 5117-001-008 and 009, to be recorded upon approval and execution of all required actions in accordance with the Consent Decree for the Renu Plating court action and subsequent actions leading to the acquisition of said parcel; and,
- F. Execution of the Prospective Purchaser Agreement (PPA) prior to close of escrow; and,

BE IT FURTHER RESOLVED that the use of an alternative funding source is approved and the Department's Chief Accounting Employee is granted authority to make technical corrections as necessary to establish the necessary accounts and to identify an alternative funding source to acquire the project site for the acquisition of 1527 East 32<sup>nd</sup> Street and 1531 E. 32<sup>nd</sup> Street, Los Angeles, California 90011; Assessor's Parcel Numbers (APN: 5117-001-008 and 009 (Nevin Avenue Park) and said funds will be used to cash flow the acquisition and will be reimbursed Two Million, Eight Hundred Ninety-Eight, Three Hundred Forty Dollars (\$2,898,340.00) by the Proposition 84 grant; and,

BE IT FURTHER RESOLVED that the GSD Asset Management Division, RAP's Chief Accounting Employee is authorized to make technical corrections as necessary, to establish the necessary accounts to acquire the project site, and to accept and transfer the necessary monies to fund the acquisition to the appropriate City Department accounts or escrow company account in order to expeditiously complete the acquisition of the parcel identified by APN 5117-001-008 and 009, and;

BE IT FURTHER RESOLVED that the Board Secretary is directed to execute the escrow instructions and to accept the grant deed for the subject property to be known as "Nevin Avenue Park," until officially renamed, as approved by the City Attorney, which property shall be set apart and dedicated as park property in perpetuity.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of a Resolution adopted by the Board of Recreation and Park Commissioners of the City of Los Angeles at its meeting held on \_\_\_\_\_, 20\_\_\_\_ (Board Report No. \_\_\_\_\_).

\_\_\_\_\_  
Armando X Bencomo, Secretary

Resolution No. \_\_\_\_\_



BOARD REPORT

NO. 16-172

DATE August 10, 2016

C.D. 11

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PENMAR GOLF COURSE - FINAL APPROVAL OF PROPOSED WATER PIPELINE INSTALLATION PROJECT; GRANTING AN EASEMENT FOR THE PROPOSED PIPELINE, ISSUANCE OF A RIGHT OF ENTRY; AND REPLACEMENT PARK IMPROVEMENTS; AND EXEMPTION FROM THE CLAIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14), CLASS 3(5), CLASS 4(3), AND CLASS 5(30) OF THE CITY CEQA GUIDELINES

<i>fw</i>	AP Diaz _____	V. Israel _____
	R. Barajas <u>CSD</u> _____	K. Regan _____
	H. Fujita _____	N. Williams _____

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

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

RECOMMENDATIONS

1. Approve the proposed City of Santa Monica's (CSM) project for the installation of a water pipeline through Penmar Golf Course (Pipeline) and associated park improvements;
2. Direct Department of Recreation and Parks (RAP) staff to work with staff from CSM, and the City Attorney's Office in the processing of the easement;
3. Direct RAP staff to issue a temporary revocable Right-of-Entry (ROE) Permit to CSM and/or its contractors to allow for the construction of the projects,;
4. Request that the City Council approve a Resolution granting the easement to CSM, and request that CSM and the City Attorney's Office assist in the drafting, processing, and execution of all documentation necessary to granting and, finally, recording the above easement to CSM,
5. Upon receipt of necessary approvals, authorize the Board Secretary to execute the above easement;
6. Find that the proposed project is categorically exempt from CEQA; and,



## BOARD REPORT

PG. 2 NO. 16-172

7. Direct the Chief Financial Officer to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 in order to file a Notice of Exemption with the County within five working days of project approval.

### SUMMARY

On December 9, 2015, the City of Santa Monica (CSM), Public Works Department, Civil Engineering Division (CED) was granted conceptual approval by the Board of Recreation and Park Commissioners (Board) for the installation of a pipeline through the northeast corner of the RAP's Penmar Golf Course (PGC), to connect to CSM's Marine Park in order to supply treated water to CSM's park for irrigation purposes (Report No. 15-261). The installation of the Pipeline is part of the CSM's Marine Park Irrigation Retrofit Project. Besides granting the conceptual approval of the Pipeline Installation, the Board also conceptually approved granting an easement to CSM for the placement of the proposed Pipeline. CSM, CED agreed to provide park improvements in the estimated amount of One Hundred Twenty-Four Thousand, Three Hundred Dollars (\$124,300.00) to the area of the proposed Pipeline easement. RAP will issue a temporary revocable Right of Entry permit to CSM to complete the installation of the Pipeline and the scope of beneficial improvement at the proposed easement area.

CSM, CED is requesting the Board's final approval of the proposed pipeline installation. The Useful Beneficial Area Plan and scope of work (Final Plan) are attached herein as Exhibit A. The area of the Final Plan is approximately thirty-eight thousand (38,000) square feet (sf), as originally proposed for the conceptual approval. However, since there was an increased cost estimated by the on-call contractor of CED's Public Landscape Division for the turf improvements at the golf course, the estimated cost agreed by CSM, CED to provide park improvements in the area of the proposed Pipeline easement has been increased from the estimated amount of One Hundred Twenty-Four Thousand, Three Hundred Dollars (\$124,300.00) to One Hundred Thirty-Four Thousand, Seven Hundred Dollars (\$134,700.00) (Exhibit B). The tree species have also been changed (as specified by RAP), and the initial cost estimated to purchase and to install sixteen (16) trees (based on different species) were adjusted from the initially proposed Twenty-Five Thousand Dollars (\$25,000.00) to Eighteen Thousand, Four Hundred Dollars (\$18,400.00).

On April 25, 2016, CSM staff presented all the work to be performed at PGC at a Community Meeting held at Penmar Park. CSM will provide controls and signage for pedestrians during construction. Furthermore, in the area where trenching, inspecting, and backfilling occur, a maximum of a one-day closure will take place. Such closure will be removed once the infected area is inspected and backfilled.

### TREES AND SHADE

The final approval of this Project will have no impact on the existing trees or shade at PGC. The proposed Project does include the purchase and installation of approximately sixteen (16) new trees. This will increase the number of trees at PGC and provide additional shade to golfers.

BOARD REPORT

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ENVIRONMENTAL IMPACT STATEMENT

The proposed project will include the granting of easement and a temporary right of entry permit for the installation of water pipeline and landscaping improvements involving an existing developed recreational facility. Therefore, the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14), Class 3(5), Class 4(3), and Class 5(30) of the City CEQA Guidelines.

FISCAL IMPACT STATEMENT

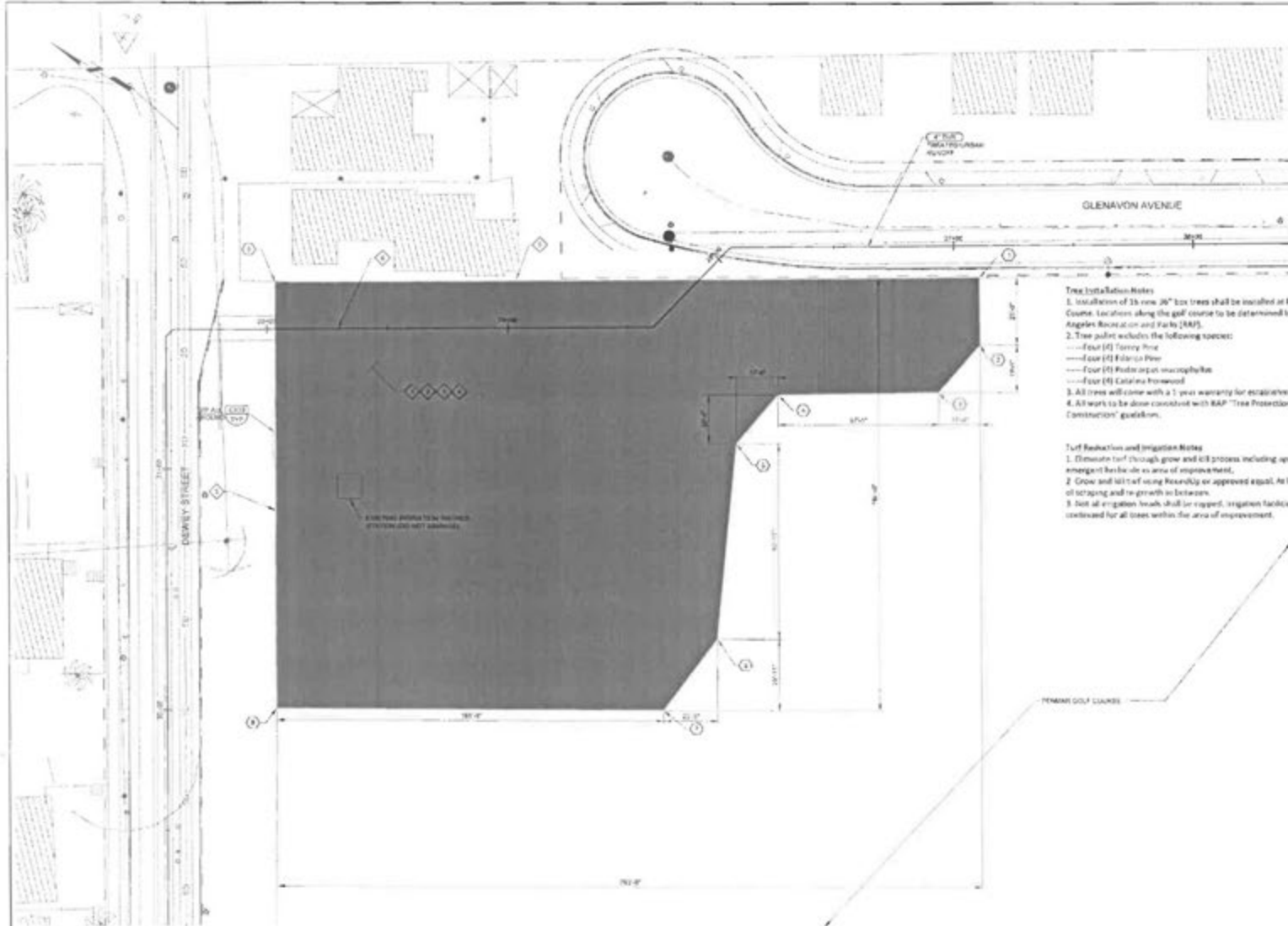
The approval of this Project will not have an impact on RAP's General Fund as all application and eventual installation and improvement costs are the responsibility of CSM.

This Report was prepared by Felice Chen, Management Analyst II of Real Estate and Asset Management Section, Planning, Construction and Maintenance Branch.

LIST OF EXHIBITS

- 1) Exhibit A - Useful Beneficial Area Plan and Scope of Work
- 2) Exhibit B - Penmar Golf Course Improvements (Cost Estimate)

# Exhibit A



**Tree Installation Notes**

1. Installation of 26 new 20" box trees shall be installed at Peninsula Golf Course. Locations along the golf course to be determined by City of Los Angeles Recreation and Parks (LRAP).
2. Tree plant includes the following species:
  - Four (4) Canary Birch
  - Four (4) Palms Pine
  - Four (4) Redwinged blackbird
  - Four (4) Catalina Ironwood
3. All trees will come with a 1 year warranty for establishment.
4. All work to be done consistent with RAP "Tree Protection During Construction" guidelines.

**Turf Reduction and Irrigation Notes**

1. Eliminate turf through grow and fill process including application of pre-emergent herbicide as area of improvement.
2. Grow and fill turf using locally or approved equal. At least 2 applications of topdressing and re-grass to be performed.
3. Not all irrigation heads shall be capped. Irrigation facilities must be maintained for all trees within the area of improvement.

- GENERAL NOTES**
1. USEFUL BENEFICIAL AREA IS APPROX. 30,000 SQ FT.
  2. REMOVE TURF REPOSED AREA.
  3. INSTALL 2" DIA. CHIMNEY THE ANGLE OF BURNING BRICKS.
  4. CAP EXISTING IRRIGATION FITTINGS WITHIN THE AREA OF IMPROVEMENT.
  5. REPLACE ANY DAMAGED OR REMOVED FENCE.
  6. SEE DRAWING C-04 AND C-05 FOR FENCE DETAILS.

- KEY NOTES**
- ◆ USEFUL BENEFICIAL AREA IS APPROX. 30,000 SQ FT.
  - ◆ REMOVE AND REPOSED OF TURF AND TOP SOIL BY DONOR REPOSED AREA.
  - ◆ INSTALL 2" DIA. CHIMNEY WITH DIVIDER AREA INSTALL HEADS TO BE SHOWN ENTIRE AREA PER SPEC. OF THE C-101.
  - ◆ CAP EXISTING IRRIGATION FITTINGS WITHIN THE DIVIDER AREA.
  - ◆ REPLACE ANY DAMAGED OR REMOVED FENCE.
  - ◆ SEE DRAWING C-04 AND C-05 FOR FENCE DETAILS.

USEFUL BENEFICIAL AREA

	NORTHWEST	EASTING
1	2281.1	3663.7
2	2281.1	2033.8
3	2233.8	2033.8
4	3107.2	2081.1
5	2074.7	1700.0
6	3031.8	1081.8
7	3031.8	2161.1
8	2074.7	1700.0
9	3107.2	2081.1
10	2281.1	3663.7

**F PLAN**  
 PENNSA  
 P.E. ENGINEER/STUD

**City of Santa Monica**  
**PUBLIC WORKS DEPARTMENT**  
 1437 4TH STREET, 20TH FLOOR, SANTA MONICA, CA 90404  
 TEL: (310) 450-8200 FAX: (310) 393-1425



CITY OF SANTA MONICA  
**MARINE PARK IRRIGATION RETROFIT PROJECT**  
 CIVIL  
**USEFUL BENEFICIAL AREA PLAN**

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SP2242 Penmar Golf Course Improvements (Cost Estimate)

Date : 05/17/2016

A. Turf Improvements (near easement area)

		EA	LS	Subtotal A
01 Turf Removal	SF	14,000	\$ 1.50	\$ 21,000.00
02 6" mulch addition	CY	705	\$ 60.00	\$ 42,300.00
03 Redwood leaders (2" x 6")	LF	2,000	\$ 5.00	\$ 10,000.00
04 Cap Irrigation	LS	1	\$ 2,000.00	\$ 2,000.00
			Subtotal A	\$ 105,300.00

B. New Trees (on Golf Course along Dewey Street)

		EA	LS	Subtotal B (w/ 36" box)
05 36" Box Torrey Pine (includes material and installation complete)	EA	4	\$ 1,150.00	\$ 4,600.00
06 36" Box Edarica Pine (includes material and installation complete)	EA	4	\$ 1,150.00	\$ 4,600.00
07 36" Box Podocarpus maritimus (includes material and installation complete)	EA	4	\$ 1,150.00	\$ 4,600.00
08 36" Box Catalpa Ironwood (includes material and installation complete)	EA	4	\$ 1,150.00	\$ 4,600.00
			Subtotal B (w/ 36" box)	\$ 18,400.00

Notes

Tree = \$800 (36" box)

Labor = 2 laborer @ \$40 x 2 hr each = \$160  
Fertilizer = \$70/hr x 2 hr = \$140

Healing = \$50

C. Allowances (Fencing and Irrigation)

		LS	Subtotal C	
08 Remove and Replace Existing Fencing	LS	1	\$ 5,000.00	
09 Remove and Replace Existing Irrigation	LS	1	\$ 5,000.00	
			Subtotal C	\$ 10,000.00

Total (w/ 36" box) \$ 134,700.00



BOARD REPORT

NO. 16-173

DATE August 10, 2016

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC) SYSTEM AND BUILDING MECHANICAL SYSTEM IMPROVEMENTS AT VARIOUS FACILITIES – APPROPRIATION FROM UNRESERVED AND UNDESIGNATED FUND BALANCE IN FUND 302; ALLOCATION OF QUIMBY AND ZONE CHANGE FEES; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1,4) AND CLASS 2(6) OF THE CITY CEQA GUIDELINES

<i>fu</i>	AP Diaz _____	V. Israel _____
	R. Barajas <i>CSP</i> _____	K. Regan _____
	H. Fujita _____	N. Williams _____

*[Signature]*  
 \_\_\_\_\_  
 General Manager

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

RECOMMENDATIONS

1. Approve the twelve (12) Heating, Ventilation, and Air Conditioning systems (HVAC) and building mechanical systems improvement projects, located at various Department of Recreation and Parks' (RAP) facilities, as described in the Summary of this Report and shown on Attachment 1;
2. Subject to approval by the Mayor, authorize the appropriation of Six Hundred Thousand (\$600,000.00) in Fund 302, Department 88, to Contractual Services account;
 

FROM: Unreserved and Undesignated Fund Balance	\$600,000.00
TO: Fund 302/88 Account 3040 - Contractual Services	\$600,000.00
3. Take the following actions regarding Evergreen Recreation Center – Youth Activity Center HVAC Improvements (PRJ21053) Project;
  - A. Authorize the RAP's Chief Accounting Employee to reallocate Sixty Thousand Dollars (\$60,000.00) in Zone Change Fees, currently allocated to the City Hall Park – Restoration (PRJ20465) project, to the Evergreen Recreation Center – Youth Activity Center HVAC Improvements (PRJ21053) Project;



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- B. Authorize the RAP's Chief Accounting Employee to transfer Zone Change Funds in the amount of Sixty Thousand Dollars (\$60,000.00) from City Hall Park Account No. 89440K-CY to Evergreen Recreation Center Account No. 89440K-EF;
  - C. Approve the allocation of Sixty Thousand Dollars (\$60,000.00) in Zone Change Fees for the Evergreen Recreation Center – Youth Activity Center HVAC Improvements (PRJ21053) Project;
4. Take the following actions regarding Queen Anne Recreation Center – HVAC Improvements (PRJ21054) Project;
- A. Authorize the RAP's Chief Accounting Employee to reallocate Seventy Thousand Dollars (\$70,000.00) in Quimby Fees, currently allocated to the Queen Anne Recreation Center – Splash Pad Rehabilitation (PRJ20189) Project, to the Queen Anne Recreation Center – HVAC Improvements (PRJ21054) Project;
  - B. Approve the allocation of Seventy Thousand Dollars (\$70,000.00) in Quimby Fees from Queen Anne Recreation Center Account No. 89460K-QA for the Queen Anne Recreation Center – HVAC Improvements (PRJ21054) Project;
5. Take the following actions regarding Sherman Oaks/East Valley Adult Center – HVAC Improvements (PRJ21055) Project;
- A. Authorize the RAP's Chief Accounting Employee to transfer Quimby Funds in the amount of Thirty-Five Thousand Dollars (\$35,000.00) from Quimby Fees Account No. 89460K-00 to Van Nuys Sherman Oaks Park Account No. 89460K-VS;
  - B. Approve the allocation of Thirty-Five Thousand Dollars (\$35,000.00) in Quimby Fees from Van Nuys Sherman Oaks Park Account No. 89460K-VS for the Sherman Oaks / East Valley Adult Center – HVAC Improvements (PRJ21055) Project;
6. Take the following actions regarding Van Nuys Sherman Oaks Park – Pool Mechanical System Improvements (PRJ21056) Project;
- A. Authorize the RAP's Chief Accounting Employee to reallocate One Hundred Seventy Thousand Dollars (\$170,000.00) in Quimby Fees, currently allocated to the Van Nuys Sherman Oaks Park – Synthetic Turf Field (PRJ20717) Project, to the Van Nuys Sherman Oaks Park – Pool Mechanical System Improvements (PRJ21056) Project;
  - B. Approve the allocation of One Hundred Seventy Thousand Dollars (\$170,000.00) in Quimby Fees from Van Nuys Sherman Oaks Park Account No. 89460K-VS for the Van Nuys Sherman Oaks Park – Pool Mechanical System Improvements (PRJ21056) Project;

BOARD REPORT

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7. Take the following actions regarding Vanalden Park – Wilkinson Multipurpose Senior Center HVAC Improvements (PRJ21052) Project;
  - A. Authorize the RAP's Chief Accounting Employee to transfer Quimby Funds in the amount of One Hundred Ninety-Five Thousand Dollars (\$195,000.00) from Quimby Fees Account No. 89460K-00 to Vanalden Park Account No. 89460K-VG;
  - B. Approve the allocation of One Hundred Ninety-Five Thousand Dollars (\$195,000.00) in Quimby Fees from Vanalden Park Account No. 89460K-VG for Vanalden Park – Wilkinson Multipurpose Senior Center HVAC Improvements (PRJ21052) Project;
8. Find that the proposed projects are categorically exempt from the California Environmental Quality Act (CEQA), and direct staff to file a Notice of Exemption for each project;
9. Authorize the RAP's Chief Accounting Employee to prepare twelve (12) checks to the Los Angeles County Clerk, each in the amount of Seventy-Five Dollars (\$75.00), for the purpose of filing twelve (12) Notices of Exemption; and,
10. Authorize and direct the General Manager, or Designee, to make technical corrections as necessary to the transactions in this Report to carry out the intent of the transfers as stated in the Summary of this Report.

SUMMARY

RAP staff has identified an urgent need to make improvements to existing HVAC and building mechanical systems at various Department facilities. These improvements are necessary for the continued safe operation of these facilities and will be of benefit to park users.

It has been determined that the estimated cost will be approximately One Million, One Hundred Thirty Thousand Dollars (\$1,130,000.00). Staff recommends that funding be transferred and allocated from RAP's Unreserved and Undesignated Fund Balance (UUFB) and from Quimby and Zone Change Fees, to meet these urgent and unfunded needs.

Unreserved and Undesignated Fund Balance

Budgeted funds appropriated to RAP which are uncommitted or unencumbered at the end of the Fiscal Year (FY) revert to UUFB and are generally used to meet urgent, unforeseen RAP funding needs, or are re-appropriated in the current fiscal year for uses that were authorized in a prior year(s). The Board of Recreation and Parks Commissioners (Board) authorizes appropriations from the UUFB for a variety of purposes, subject to approval of the Mayor, and in accordance with Charter Section 343(b).

## BOARD REPORT

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RAP Staff is recommending that Six Hundred Thousand Dollars (\$600,000.00) from the UUFB be applied to HVAC and building mechanical system improvement projects at seven facilities:

- Sepulveda Basin Recreation Area - Balboa Sports Center
- Canoga Park Senior Center
- Downey Recreation Center
- EXPO Center - Swim Stadium
- Montecito Heights Recreation Center
- Palms Recreation Center
- Shatto Recreation Center

A breakdown of the UUFB funding proposed to be allocated to each facility is summarized on Attachment A.

### Quimby and Zone Change Funding

RAP Staff has identified available Quimby and Zone Change funds that can be allocated to HVAC and building mechanical system improvement projects at five facilities:

- Evergreen Recreation Center
- Queen Anne Recreation Center
- Sherman Oaks / East Valley Adult Center
- Van Nuys Sherman Oaks Park – Swimming Pool
- Vanalden Park – Wilkinson Multipurpose Senior Center

A breakdown of the Quimby and Zone Change funding proposed to be allocated to each facility is detailed below and summarized on Attachment 1.

### Evergreen Recreation Center – Youth Activity Center HVAC Improvements (PRJ20153) Project

Evergreen Recreation Center is located at 2839 East 4th Street in the Boyle Heights area of the City. This 6.66 acre facility provides a recreation center, senior center, basketball courts, play area, and multipurpose fields. Additionally, the Evergreen Youth Activity Center is located at this site. Approximately 11,612 City residents live within a one-half mile walking distance of Evergreen Recreation Center. Due to its facilities and features, and the programs and services provided on site, Evergreen Recreation Center meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

The Board has approved the allocation of a total of Five Hundred Fifty Thousand Dollars (\$550,000.00) in Zone Change Fees for the City Hall Park – Restoration (PRJ20465) Project (Report Nos. 10-303 and 12-184). That project is complete and unexpended Zone Change Fees are available for reallocation to other projects.

Upon approval of this Report, Sixty Thousand Dollars (\$60,000.00) in Zone Change Fees can be reallocated from the City Hall Park – Restoration (PRJ20465) Project, transferred from City Hall Park Account No. 89440K-CJ to Evergreen Recreation Center Account No. 89440K-EF and

## BOARD REPORT

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allocated to the Evergreen Recreation Center – Youth Activity Center HVAC Improvements (PRJ20153) Project. These Zone Change Fees were collected within twomiles of Evergreen Recreation Center, which is the standard distance for the allocation of the Quimby Fees for community recreational facilities.

### Queen Anne Recreation Center – HVAC Improvements (PRJ21054) Project

Queen Anne Recreation Center is located at 1240 West Boulevard in the Mid-City community of the City. This 5.23 acre property includes ball diamonds, a play area, a splash pad, and recreation center. Approximately 6,642 City residents live within a one-half mile walking distance of Queen Anne Recreation Center. Due to its facilities and features, and the programs and services provided on site, Queen Anne Recreation Center meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

The Board has approved the allocation of a total of Three Hundred Thirteen Thousand, Five Hundred Three Dollars and Seventy-Six Cents (\$313,503.76) in Quimby Fees for the Queen Anne Recreation Center – Splash Pad Rehabilitation (PRJ20189) Project (Report Nos. 10-038 and 10-214). That project is complete and unexpended Quimby Fees are available for reallocation to other projects.

Upon approval of this Report, Seventy Thousand Dollars (\$70,000.00) in Quimby Fees, can be reallocated from the Queen Anne Recreation Center – Splash Pad Rehabilitation (PRJ20189) Project and allocated to the Queen Anne Recreation Center – HVAC Improvements (PRJ21054) Project. These Quimby Fees were collected within two (2) miles of Queen Anne Recreation Center, which is the standard distance for the allocation of the Quimby Fees for community recreational facilities.

### Sherman Oaks / East Valley Adult Center – HVAC Improvements (PRJ21055) Project

Van Nuys Sherman Oaks Park is located at 14201 Houston Street in the Sherman Oaks community of the City. This 65.18 acre facility provides a swimming pool, recreation center, a play area, tennis courts, and multipurpose fields. Additionally, the Sherman Oaks East Valley Adult Center is located at this site. Approximately 9,865 City residents live within a one-half mile walking distance of Van Nuys Sherman Oaks Park. Due to its facilities and features, and the programs and services provided on site, Van Nuys Sherman Oaks Park meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

Upon approval of this Report, Thirty-Five Thousand Dollars (\$35,000.00) in Quimby Fees can be transferred from Quimby Fees Account No. 89460K-00 to Van Nuys Sherman Oaks Park Account No. 89460K-VS and allocated to the Sherman Oaks / East Valley Adult Center – HVAC Improvements (PRJ21055) Project. These Quimby Fees were collected within two miles of Sherman Oaks / East Valley Adult Center, which is the standard distance for the allocation of the Quimby Fees for community recreational facilities.

## BOARD REPORT

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### Van Nuys Sherman Oaks Park – Pool Mechanical System Improvements (PRJ21056) Project

Van Nuys Sherman Oaks Park is located at 14201 Houston Street in the Sherman Oaks community of the City. This 65.18 acre facility provides a swimming pool, recreation center, a play area, tennis courts, and multipurpose fields. Additionally, the Sherman Oaks East Valley Adult Center is located at this site. Approximately 9,865 City residents live within a one-half mile walking distance of Van Nuys Sherman Oaks Park. Due to its facilities and features, and the programs and services provided on site, Van Nuys Sherman Oaks Park meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

The Board has approved the allocation of a total of Two Million One Hundred Twenty-Six Thousand, One Hundred Forty-Eight Dollars and Fifty Cents (\$2,126,148.50) in Quimby Fees for the Van Nuys Sherman Oaks Park – Synthetic Turf Field (PRJ20717) Project (Report Nos. 13-115 and 13-209). That project is complete and unexpended Quimby Fees are available for reallocation to other projects.

Upon approval of this Report, One Hundred Seventy Thousand Dollars (\$170,000.00) in Quimby Fees, can be reallocated from the Van Nuys Sherman Oaks Park – Synthetic Turf Field (PRJ20717) Project and allocated to the Van Nuys Sherman Oaks Park – Pool Mechanical System Improvements (PRJ21056) Project. These Quimby Fees were collected within twomiles of Van Nuys Sherman Oaks Park, which is the standard distance for the allocation of the Quimby Fees for community recreational facilities.

### Vanalden Park – Wilkinson Multipurpose Senior Center HVAC Improvements (PRJ21052) Project

Vanalden Park is located at 8956 Vanalden Avenue in the Northridge community of the City. This 10.89 acre property includes picnic areas, a jogging path, and open space area. Additionally, Wilkinson Multipurpose Senior Center is located at this site. Approximately 2,223 City residents live within a one-half mile walking distance of Vanalden Park. Due to its facilities and features, and the programs and services provided on site, Vanalden Park meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

Upon approval of this Report, One Hundred Ninety-Five Thousand Dollars (\$195,000.00) in Quimby Fees can be transferred from Quimby Fees Account No. 89460K-00 to Vanalden Park Account No. 89460K-VG and allocated to the Vanalden Park – Wilkinson Multipurpose Senior Center HVAC Improvements (PRJ21052) Project. These Quimby Fees were collected within two miles of Vanalden Park, which is the standard distance for the allocation of the Quimby Fees for community recreational facilities.

## BOARD REPORT

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### TREES AND SHADE

The approval of these projects will have no impact on existing trees or shade at any of the park facilities identified in this Report, and no new trees or new shade are proposed to be added to any of the park facilities identified in this Report.

### ENVIRONMENTAL IMPACT STATEMENT:

RAP Staff has determined that the subject projects will consist of interior and exterior modifications to existing park buildings involving negligible or no expansion of use, modifications to existing mechanical equipment required for public health and safety purposes, and replacement of the existing heating and air-conditioning systems. Therefore, these projects are exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(1,4) and Class 2(6) of the City CEQA Guidelines.

### FISCAL IMPACT STATEMENT

The estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by funding sources other than the RAP's General Fund. The maintenance of the proposed park improvements can be performed by current staff with no overall impact to existing maintenance service at this facility.

This Report was prepared by Darryl Ford, Senior Management Analyst I, Planning, Construction and Maintenance Branch, Department of Recreation and Parks.

### LIST OF ATTACHMENTS

1. HVAC System and Building Mechanical System Improvements – Funding Allocations



**Department of Recreation and Parks  
Mechanical System Improvements - Funding Allocations**

FACILITY	CD	WORK ORDER NO.	FROM ACCOUNT	TO ACCOUNT	AMOUNT
Sepulveda Basin Recreation Area - Balboa Sports Center	6	RAPX1800	UUFB	302/88/3040	\$ 135,000.00
Canoga Park Senior Center	3	RAPX1800	UUFB	302/88/3040	\$ 62,000.00
Downey Recreation Center	1	RAPX1800	UUFB	302/88/3040	\$ 142,000.00
Evergreen Recreation Center - Youth Activity Center	14	PRJ21053	302/89/89440K-CJ	302/89/89440K-EF	\$ 60,000.00
EXPO Center - Swim Stadium	9	RAPX1800	UUFB	302/88/3040	\$ 170,000.00
Montecito Heights Recreation Center	1	RAPX1800	UUFB	302/88/3040	\$ 45,000.00
Palms Recreation Center	5	RAPX1800	UUFB	302/88/3040	\$ 10,000.00
Queen Anne Recreation Center	10	PRJ21054	302/89/89460K-QA		\$ 70,000.00
Shatto Recreation Center	4	RAPX1800	UUFB	302/88/3040	\$ 36,000.00
Sherman Oaks / East Valley Adult Center	4	PRJ21055	302/89/89460K-00	302/89/89460K-VS	\$ 35,000.00
Van Nuys Sherman Oaks Park - Swimming Pool	4	PRJ21056	302/89/89460K-VS		\$ 170,000.00
Vanalden Park - Wilkinson Multipurpose Senior Center	12	PRJ21052	302/89/89460K-00	302/89/89460K-VG	\$ 195,000.00

Total

\$ 1,130,000.00

**BOARD REPORT**

NO. 16-174

DATE August 10, 2016

C.D. 11

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: VENICE BEACH – NEW SKATE PARK (PRJ1029C) PROJECT AND VENICE BEACH – PIER REFURBISHMENT (PRJ20587) PROJECT – ALLOCATION OF QUIMBY FEES

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

*Neil D. ...*  
 \_\_\_\_\_  
 General Manager

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

RECOMMENDATIONS

1. Take the following actions regarding Venice Beach – New Skate Park (W.O. #E1601726) (PRJ1029C) Project;
  - A. Rescind approval of Recommendation No. 21-B of Report No. 08-198, approved on July 9, 2008, which authorized the Department of Recreation and Parks' (RAP) Chief Accounting Employee to transfer Four Hundred Eleven Thousand, Three Hundred Seventy-Nine Dollars (\$411,379.00) in Quimby Fees, which were collected in Fiscal Year 2005-2006, from Quimby Account No. 89460K-00 to Venice Beach Account No. 89460K-VE;
  - B. Authorize the RAP Chief Accounting Employee to transfer Quimby Funds in the amount of Three Hundred Twenty-One Thousand, Five Hundred Sixty-Nine Dollars (\$321,569.00), which were collected in Fiscal Year 2005-2006, from Quimby Account No. 89460K-00 to Venice Beach Account No. 89460K-VE;
  - C. Rescind approval of Recommendation No. 21-D of Report No. 08-198, approved on July 9, 2008, which approved the allocation of One Million, Seven Hundred Thousand Dollars (\$1,700,000.00) in Quimby Fees for the Venice Beach – New Skate Park (PRJ1029C) Project;
  - D. Approve the allocation of One Million, Six Hundred Ten Thousand, One Hundred Ninety Dollars (\$1,610,190.00) in Quimby Fees for the Venice Beach – New Skate Park (PRJ1029C) Project;

## BOARD REPORT

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2. Take the following actions regarding Venice Beach – Pier Refurbishment (PRJ20587) Project:
  - A. Authorize the RAP Chief Accounting Employee to reallocate Two Hundred Sixty-Nine Thousand, Two Hundred Ninety-Five Dollars and Seventy Cents (\$269,295.70) in Quimby Fees, currently allocated to the Venice Beach – New Skate Park (PRJ1029C) Project, to the Venice Beach – Pier Refurbishment (PRJ20587) Project;
  - B. Authorize the RAP Chief Accounting Employee to transfer Quimby Funds in the amount of One Hundred Fifty-Nine Thousand, Four Hundred Sixty-Two Dollars (\$159,462.00) from Quimby Fees Account No. 89460K-00 to Venice Beach Account No. 89460K-VE;
  - C. Approve the allocation of Four Hundred Twenty-Eight Thousand, Seven Hundred Fifty-Seven Dollars and Seventy Cents (\$428,757.70) in Quimby Funds from Venice Beach Account No. 89460K-VE for the Venice Beach – Pier Refurbishment (PRJ20587) Project;
3. Authorize the Department's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

### SUMMARY

Venice Beach is located at 1800 Ocean Front Walk in the Venice area of the City. This 178.0 acre facility provides a variety of services and programs to the surrounding community, including basketball, handball, tennis and volleyball courts. Venice Beach also includes the Venice Boardwalk. An estimated Thirteen Thousand, Two Hundred Thirty-Three (13,233) City residents live within a one-half (½) mile walking distance of Venice Beach. Due to the facilities, features, programs, and services it provides, Venice Beach meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

### Venice Beach – New Skate Park (PRJ1029C) Project

The Board of Recreation and Park Commissioners (Board) has approved the allocation of a total of One Million Seven Hundred Thousand Dollars (\$1,700,000.00) in Quimby Fees for the Venice Beach – New Skate Park (PRJ1029C) Project (Report No. 08-198). The scope of the Venice Beach – New Skate Park (PRJ1029C) Project included the construction of a new, approximately 16,000 square foot, in-ground concrete skate park.

The Venice Beach – New Skate Park (PRJ1029C) Project is complete and was accepted by the Board on February 17, 2010 (Report No. 10-026). There is a total of Two Hundred Sixty-Nine Thousand, Two Hundred Ninety-Five Dollars and Seventy Cents (\$269,295.70) in unexpended Quimby funds that are available for reallocation from the Venice Beach – New Skate Park (PRJ1029C) Project to other projects.

## BOARD REPORT

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However, before the unexpended funds can be reallocated to other projects, RAP staff has determined that it is necessary to make revisions to the account sources and amounts originally allocated to the Venice Beach – New Skate Park (PRJ1029C) Project in Report No. 08-198. This is necessary in order to correct the amount of Quimby Fees being transferred to, and allocated from, Venice Beach Account No. 89460K-VE and to reduce the total amount of Quimby Fees that were allocated to the project from One Million Seven Hundred Thousand Dollars (\$1,700,000.00) to One Million Six Hundred Ten Thousand, One Hundred Ninety Dollars (\$1,610,190.00).

Upon approval of this Report, the revised allocation of Quimby Funds to Venice Beach – New Skate Park (PRJ1029C) Project would be One Million Six Hundred Ten Thousand One Hundred Ninety Dollars (\$1,610,190.00).

### Venice Beach - Pier Refurbishment (PRJ20587)

The Board of Recreation and Park Commissioners (Board) has approved the allocation of a total of Six Hundred Fifty-One Thousand, Three Hundred Fifteen Dollars (\$651,315.00) in Quimby Fees for the Venice Beach – Pier Refurbishment (PRJ20587) Project (Report No. 12-239). The scope of the Venice Beach – Pier Refurbishment (PRJ20587) Project was to conduct a preliminary investigation of the Venice Beach pier in order to determine the scope of work necessary for the renovation and improvement of the Venice Beach pier.

RAP staff and Bureau of Engineering have determined that supplemental funding is needed in order to complete the structural evaluations and underwater inspection necessary to fully assess the condition of the pier.

Upon approval of this Report, Two Hundred Sixty-Nine Thousand, Two Hundred Ninety-Five Dollars and Seventy Cents (\$269,295.70) in Quimby Fees, currently allocated to the Venice Beach – New Skate Park (PRJ1029C) Project, can be reallocated to the Venice Beach – Pier Refurbishment (PRJ20587) Project. Additionally, One Hundred Fifty-Nine Thousand, Four Hundred Sixty-Two Dollars (\$159,462.00) in Quimby Fees can be transferred from Quimby Fees Account No. 89460K-00 to Venice Beach Account No. 89460K-VE and allocated to the Venice Beach – Pier Refurbishment (PRJ20587) Project. These Quimby Fees were collected within two (2) miles of Venice Beach, which is the standard distance for the allocation of the Quimby Fees for community recreational facilities.

The total funding available for the Venice Beach – Pier Refurbishment (PRJ20587) Project, inclusive of the Six Hundred Fifty-One Thousand, Three Hundred Fifteen Dollars (\$651,315.00) in Quimby Fees previously allocated to the Project, would be One Million Eighty Thousand, Seventy-Two Dollars and Seventy Cents (\$1,080,072.70).

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Once the necessary structural evaluations and investigations of the Venice Beach Pier have been completed, RAP staff will return to the Board with recommendations on how to proceed with the Venice Beach – Pier Refurbishment (PRJ20587) Project. Any allocated project funding remaining after completion of the structural evaluations and investigations would be set aside for the eventual repair and restoration of the Venice Beach Pier.

### TREES AND SHADE

The approval of this Project will have no impact on existing trees or shade at Venice Beach, and no new trees or new shade are proposed to be added to Venice Beach as a part of this Project.

### ENVIRONMENTAL IMPACT STATEMENT:

Staff has determined that the subject project is a continuation of an existing planning project approved on August 8, 2012 (Report No. 12-239) that is exempted from CEQA in accordance with Article II, Section 2(d) of the City CEQA Guidelines. The work funded by the current Board action will not result in any additional environmental impacts, and therefore, is covered by the existing CEQA exemption. No additional CEQA documentation is required.

### FISCAL IMPACT STATEMENT

The approval of this allocation of Quimby Fees for structural evaluations and investigations of the Venice Beach Pier will have no fiscal impact on the Department.

This Report was prepared by Darryl Ford, Senior Management Analyst I, Planning, Construction and Maintenance Branch, Department of Recreation and Parks.



**Board Report**

NO. 16-175

DATE August 10, 2016

C.D. 5

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: WESTWOOD GARDENS PARK – OUTDOOR PARK IMPROVEMENTS (PRJ20637) PROJECT – ALLOCATION OF QUIMBY FEES

<i>for</i>	AP Diaz _____	V. Israel _____
	R. Barajas <u>CSP</u>	K. Regan _____
	H. Fujita _____	N. Williams _____

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

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

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RECOMMENDATIONS

1. Authorize the reallocation of One Hundred Thousand Dollars (\$100,000.00) in Quimby Fees, currently allocated to the Westwood Park – Synthetic Turf Field (PRJ20663) project, to the Westwood Gardens Park – Outdoor Park Improvements (PRJ20637) Project;
2. Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee to transfer One Hundred Thousand Dollars (\$100,000.00) in Quimby Fees from Westwood Park Account No. 89460K-WP to the Westwood Gardens Park Account No. 89460K-W1;
3. Approve the allocation of One Hundred Thousand Dollars (\$100,000.00) in Quimby Fees from Westwood Gardens Park Account No. 89460K-W1 for the Westwood Gardens Park – Outdoor Park Improvements (PRJ20637) project; and,
4. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

Westwood Gardens Park is a 0.29 acre pocket park located at 1246 Glendon Avenue in the community of Westwood. Currently, the park is unstaffed and the hours of operation are from sunrise to sunset.



## BOARD REPORT

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RAP staff held a series of community meetings through 2014 and 2015. Stakeholders include the Westwood Neighborhood Council and Westwood Community Council. A consensus was reached among stakeholders that accommodates the community's needs and desires. The resulting design features include one playground (for ages 2 to 5 years) with shade structure, outdoor fitness equipment, new game tables, new security lighting and camera, and various standard park amenities such as benches and drought tolerant plant material. RAP staff will be returning to the Board for Final Acceptance when the Project is complete.

On June 20, 2012, the Board approved the allocation of Four Hundred Fifty Thousand, Ninety-Four Dollars (\$450,094.00) in Quimby Fees for the Westwood Gardens Park – Outdoor Park Improvements (PRJ20637) Project (Project) (Report No. 12-191). On August 12, 2015, the Board approved an additional One Hundred Thousand Dollars (\$100,000.00) in Quimby Fees for the project (Report No. 15-181). The total Quimby Fees currently allocated for the Westwood Gardens Park – Outdoor Park Improvements (PRJ20637) Project is Five Hundred Fifty Thousand, Ninety-Four Dollars (\$550,094.00).

The Westwood Gardens Park – Outdoor Park Improvements (PRJ20637) Project is currently in construction phase. Based on the bids that were received for the project during the bid and award phase, RAP staff has determined that supplemental funding will be necessary for the purchase and installation of the shade structure already indicated on the approved plans. The cost for design, fabrication and installation of the shade structure will be One Hundred Thousand Dollars (\$100,000.00) through a General Park Building Construction contract qualifier.

The Board approved the allocation of a total of Nine Hundred Ninety-Six Thousand, Five Hundred Eight Dollars and Eighty-One Cents (\$996,508.81) in Quimby fees to the Westwood Park – Synthetic Turf Field (PRJ20663) project on May 1, 2013 (Report No. 13-116). The scope of that project included the development of a new synthetic turf soccer field, as well as sports field lighting, landscaping, and related site amenities. The Westwood Park – Synthetic Turf Field (PRJ20663) project is now complete and there is a total of Two Hundred Fifty-Four Thousand, Eight Hundred Twenty-Six Dollars and Fifteen Cents (\$254,826.15) in unexpended funds that are available for reallocation to other projects. Staff recommends that One Hundred Thousand Dollars (\$100,000.00) of the unexpended Quimby funds currently allocated to the Westwood Park – Synthetic Turf Field (PRJ20663) project be reallocated to the Westwood Gardens Park – Outdoor Park Improvements project (PRJ20637).

Upon approval of this Report, One Hundred Thousand Dollars (\$100,000.00) in Quimby Fees can be transferred from Westwood Park Account No. 89460K-WP to the Westwood Gardens Park Account No. 89460K-W1 and allocated to the Westwood Gardens Park – Outdoor Park Improvements (PRJ20637) project. The total Quimby Fees allocation for the Westwood Gardens Park – Outdoor Park Improvements project (PRJ20637), including previously allocated Quimby Fees, would be Six Hundred Fifty Thousand, Ninety-Four Dollars (\$650,094.00).

Council District 5 and RAP West Region management and staff support this park enhancement project at Westwood Gardens Park.

BOARD REPORT

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TREES AND SHADE

The approval of this transfer of funds, to install the shade structure at Westwood Gardens Park, will provide much needed supplemental shade in addition to the new and existing trees.

ENVIRONMENTAL IMPACT STATEMENT

Staff has determined that the subject project is a continuation of an existing project approved on June 20, 2012 (Report No. 12-191) that is exempted from California Environmental Quality Act [Class 1(1) and Class 11(3)]. The work funded by the current Board action will not result in any additional environmental impacts, and therefore, is covered by the existing CEQA exemption. No additional CEQA documentation is required.

FISCAL IMPACT STATEMENT

The estimated costs for the design, development, and construction of the proposed park improvements are anticipated to be funded by Quimby Fees and will have no impact on the Department's General Fund.

Once this project is completed the RAP staff will be requesting Sixteen Thousand, Fifty Dollars (\$16,050.00) for yearly maintenance of this facility. This budget is to include; part-time staff, materials, and supplies that is required to provide maintenance year round. Should the required funding not be granted, this facility will be included in the existing Pacific Region routes which would result in a reduction of core maintenance functions at existing facilities.

This Report was prepared by Chris Atencio, Landscape Architectural Associate II, Planning, Construction, and Maintenance Branch.



**BOARD REPORT**

NO. 16-176

DATE August 10, 2016

C.D. 14

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: EVERGREEN RECREATION CENTER – FACILITY IMPROVEMENTS (W.O.#E170382F) PROJECT – APPROVAL OF FINAL PLANS AND CALL FOR BIDS AND EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1, 32)

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

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

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

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RECOMMENDATIONS

1. Approve the final plans and specifications for the construction of the Evergreen Recreation Center – Facility Improvements (W.O. #170382F) project;
2. Approve the date to be advertised for receipt of bids as Tuesday, September 27, 2016, at 1:00 P.M. in the Board Office; and,
3. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(1, 32).

SUMMARY

On May 28, 2015, the L.A. For Kids Steering Committee awarded construction of Evergreen Recreation Center – Facility Improvements (W.O. #170382F) project (Project) to the Department of Recreation and Parks (RAP). Due to staffing and workload issues, RAP requested that the facility improvements to the restrooms component be awarded through the public competitive bidding process.

## BOARD REPORT

PG. 2 NO. 16-176

The Project is located at 2844 East 2<sup>nd</sup> Street, Los Angeles, California, 90033. This Project is funded by a Proposition K Competitive 8<sup>th</sup> cycle grant. The scope of work approved in the Proposition K competitive grant application includes six distinct components:

1. improvements to two exterior recreation center restrooms;
2. improvements to baseball bleachers;
3. covered dugouts;
4. basketball court refurbishment;
5. synthetic turf infield; and
6. drinking fountains.

The final plans and specifications being presented for Board approval are for the scope of work involving the facility improvements to the restrooms, only. This work includes partial demolition and replacement of toilet stalls, sinks, handrails and other necessary restroom fixtures; installation of electrically operated hand-dryers; and, additional new electrical outlets. The improvements work also includes the construction of a new concrete floor, installation of new wall tiles, and installation of new entry doors equipped with electrically-controlled security devices.

The Department of Public Works, Bureau of Engineering (BOE) Architectural Division prepared the plans and specifications for the Project. The City Engineer's estimate for the work is One Hundred Seventy-Five Thousand Dollars (\$175,000.00).

Portions of the Proposition K funded improvements compliance work, which are part of the approved scope funded by the same Proposition K competitive grant, have already been completed through the issuance of Contract Purchase Orders (CPO) to On-Call City contract vendors. The previously completed Proposition K funded work also included improvements to the baseball field bleachers, installation of improved drinking fountains behind home plate, additional new dugout shade structure, and construction of improved compliant path of travel from the existing childcare parking lot to the new bleachers.

Work that is pending completion is the rehabilitation of the basketball court and synthetic turf in the south baseball field, for which the design is proceeding. The plans will be completed and this portion of the Project will be awarded at a future date as a separate project.

Funds are available from the following fund and account numbers:

<u>FUNDING SOURCE</u>	<u>FUND/DEPT/ACCT NO.</u>
Proposition K – Year 17	43K/10/10KM09
Proposition K – Year 18	43K/10/10LM09
Total:	

## BOARD REPORT

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### TREES AND SHADE

On April 30, 2015, shade structures were installed over dugouts at the south ballfield as a part of this overall project. There are no shade elements proposed for the new bleachers. The new bleachers are to be installed away from the existing trees, per RAP's latest tree protection policies and at the direction of the Recreation and Parks Forestry Group. Trees and shade structures are not part of the funded scope, as they were not requested in the Proposition K Competitive Grant application prepared by RAP, and are not feasible within the current project budget.

### ENVIRONMENTAL IMPACT STATEMENT

RAP Staff has determined that this Project consists of interior or exterior alterations to an existing public structure involving remodeling or minor construction and installation, maintenance or modification of mechanical equipment and public convenience devices and facilities which are accessory to the use of the existing structures or facilities, where there will be negligible or no expansion of use. Therefore, the Project is categorically exempt from the provisions of CEQA pursuant to Article III, Section 1, Class 1(1, 32) of the City CEQA Guidelines. A Notice of Exemption (NOE) will be filed with the Los Angeles City Clerk.

### FISCAL IMPACT STATEMENT

There will be no fiscal impact to RAP's General Fund associated with this project.

This Report was prepared by Ray Araujo, Project Manager, BOE Architectural Division, Recreational and Cultural Facilities Program. Reviewed by Neil Drucker, Program Manager, BOE Architectural Division, Recreational and Cultural Facilities Program; Deborah Weintraub, BOE, Chief Deputy City Engineer; and Cathie Santo-Domingo, Superintendent, Planning, Construction and Maintenance Branch.





BOARD REPORT

NO. 16-177

DATE August 10, 2016

C.D. 7

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: STONEHURST RECREATION CENTER – FACILITY UPGRADES (W.O. #E170243F) PROJECT – APPROVAL OF FINAL PLANS AND CALL FOR BIDS; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1)

<i>fin</i> AP Diaz _____	V. Israel _____
R. Barajas <u>CB</u> _____	K. Regan _____
H. Fujita _____	N. Williams _____

  
General Manager

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

RECOMMENDATIONS

1. Approve the final plans and specifications for the construction of the Stonehurst Recreation Center – Facility Upgrades (W.O. #E170243F) Project;
2. Approve the date to be advertised for receipt of bids as Tuesday, September 27, 2016, at 1:00 P.M. in the Board Office and,
3. Find that the project is categorically exempt from California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(1).

SUMMARY

On May 28, 2015, the L.A. for Kids Steering Committee awarded construction of the Stonehurst Recreation Center – Facility Upgrades (W.O. #E170243F) Project (Project) to the Department of Recreation and Parks (RAP). Due to staffing and workload issues, RAP requests that the construction of Restroom Improvements be completed by a contractor and awarded through the competitive bidding process.

The Project is located at 9901 Dronfield Avenue, Los Angeles, California 91352, in Council District 7. This is a Proposition K specified project with "facility upgrades" listed as the scope in the Proposition K ballot measure. After meeting with the Local Volunteer Neighborhood Oversight Committee (LVNOC) and RAP staff, the overall project scope was refined to include the following facility upgrades at the "Stone House" building of the Stonehurst Recreation Center:

## BOARD REPORT

PG. 2 NO. 16-177

- installation of new hardwood flooring, Heating, Ventilation and Air Conditioning (HVAC);
- new asphalt shingles; and
- improvements to the existing men's restroom exterior and women's restroom interior.

A portion of the overall project scope, which included the installation of new hardwood flooring, HVAC systems, and asphalt shingles was completed in 2013 through the use of on-call City contract vendors.

The final plans for the Project now being presented for Board approval are for the remaining scope of work, which consists of improvements to the restrooms. The plans also include constructing a compliant walking path along the border of the horseshoe courts and next to a series of steel maintenance hole covers, providing a boundary for the maintenance holes and horseshoe courts. The path alignment is to provide a more direct path from the existing Stonehurst Recreation Center Parking Lot to the restrooms. The path alignment has been approved by the Department of Building and Safety, RAP staff and the Local Volunteer Neighborhood Oversight Committee.

The Bureau of Engineering (BOE) Architectural Division prepared the plans and specifications, and obtained all the necessary approvals for the project. The City Engineer's estimate for the ADA improvements to the restrooms is Two Hundred Fifteen Thousand Dollars (\$215,000.00).

Funds are available from the following account:

<u>FUNDING SOURCE</u>	<u>FUND/DEPT./ACCT. NO.</u>
Proposition K – Year 15	43K/10/10H889
Proposition K – Year 17	43K/10/10K889
Total:	

### TREES AND SHADE

All of the scope of work listed above, including both the current proposed scope and the previously completed scope as was requested and approved by the LVNOC, is being constructed to enhance the "StoneHouse" building at the Stonehurst Recreation Center. Trees and shade structures were not part of the Project scope. There are not enough funds within the current Project budget to include trees and shade structures. No trees will be removed or affected by the scope of work proposed herein.

## BOARD REPORT

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### ENVIRONMENTAL IMPACT STATEMENT

RAP Staff has determined that this Project consists of interior or exterior alterations to an existing public structure involving remodeling or minor construction where there will be negligible or no expansion of use. Therefore, the Project is categorically exempt from the provisions of CEQA pursuant to Article III, Section 1, Class 1(1) of the City CEQA Guidelines. A Notice of Exemption (NOE) will be filed with the Los Angeles City Clerk.

The bid package has been approved by the City Attorney's Office.

### FISCAL IMPACT STATEMENT

There is no immediate fiscal impact to the RAP's General Fund.

This Report was prepared by Ray Araujo, Project Manager, BOE Architectural Division, Recreational and Cultural Facilities Program. Reviewed by Neil Drucker, Program Manager, BOE Architectural Division, Recreational and Cultural Facilities Program; Deborah Weintraub, BOE, Chief Deputy City Engineer; and Cathie Santo-Domingo, Superintendent, Planning, Construction and Maintenance Branch.



BOARD REPORT

NO. 16-178

DATE August 10, 2016

C.D. 4, 11

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GRIFFITH PARK – SYNTHETIC SOCCER FIELDS (PRJ21033) PROJECT AND MAR VISTA RECREATION CENTER – SYNTHETIC SOCCER FIELD REPLACEMENT (PRJ21034) PROJECT – LOS ANGELES DEPARTMENT OF WATER AND POWER WATER CONSERVATION REBATE – ASSIGNMENT OF FUNDS; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 2 OF THE CITY CEQA GUIDELINES

<i>fw</i>	AP Diaz _____	V. Israel _____
	*R. Barajas <i>CSD</i> _____	K. Regan _____
	H. Fujita _____	N. Williams _____

*Neil Sauls*  
 \_\_\_\_\_  
 General Manager

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

RECOMMENDATIONS

1. Approve two proposed synthetic turf replacement projects: Griffith Park – Synthetic Soccer Fields (PRJ21033) Project and Mar Vista Recreation Center – Synthetic Soccer Field Replacement (PRJ21034) Project;
2. Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee to transfer Nine Hundred Eighty-Seven Thousand, Eight Hundred Forty Dollars (\$987,840.00) from Fund 302, Department 89, Account 89709H-WC Los Angeles Department of Water and Power Water Conservation, to Fund 302, Department 89, Account 89270K sub account to be determined General Capital, and to approve, encumber, and pay Nine Hundred Eighty-Seven Thousand, Eight Hundred Forty Dollars (\$987,840.00), under the awarding authority of this Report, for the Griffith Park – Synthetic Soccer Fields (PRJ21033) Project;
3. Authorize RAP's Chief Accounting Employee to transfer Eight Hundred Fifty-Four Thousand, One Hundred Sixty Dollars (\$854,160.00) from Fund 302, Department 89, Account 89709H-WC Los Angeles Department of Water and Power Water Conservation, to Fund 302, Department 89, Account 89270K sub-account to be determined General Capital, and to approve, encumber, and pay Eight Hundred Fifty-Four Thousand, One Hundred Sixty Dollars (\$854,160.00), under the awarding authority of this Report, for the Mar Vista Recreation Center – Synthetic Soccer Field Replacement (PRJ21034) Project;



## BOARD REPORT

PG. 2 NO. 16-178

4. Authorize the General Manager or his designee to make technical corrections as necessary to those transactions included in this Report to carry out the intent of the transfer as stated in the Summary of this Report;
5. Award Griffith Park – Synthetic Soccer Fields (PRJ21033) Project, in the amount of \$823,200.00, and Mar Vista Recreation Center – Synthetic Soccer Field Replacement (PRJ21034) Project, in the amount of \$711,800.00, to the low bidder, Byrom-Davey, Inc., under Contract No. 3545 for As-Needed All-Weather Turf Construction, Retrofit, Maintenance and/or Repairs;
6. Find that the proposed Griffith Park – Synthetic Soccer Fields (PRJ21033) Project (CD4), and Mar Vista Recreation Center – Synthetic Soccer Field Replacement (PRJ21034) Project (CD11) are exempt from the California Environmental Quality Act (CEQA), and direct staff to file a Notice of Exemption for each project; and,
7. Authorize the RAP's Chief Accounting Employee to prepare two checks to the Los Angeles County Clerk, each in the amount of Seventy-Five Dollars (\$75.00), for the purpose of filing the two Notices of Exemption.

### SUMMARY

In an effort to conserve water, the Los Angeles Department of Water and Power (LADWP) offers rebate incentives to their customers when they replace turf grass with synthetic turf.

RAP applied for and received rebates from the LADWP's Commercial Turf Removal Program for twenty-four (24) completed synthetic turf installations on park property that replaced 1,525,000 square feet of turf grass with synthetic turf. The rebate funds received, \$2,207,671.25, were placed in Fund 302, Department 89, Account 89709H-WC Los Angeles Department of Water and Power Water Conservation. Participating in this water conservation incentive rebate program enables RAP to refurbish existing synthetic turf fields in need of replacement.

The synthetic soccer fields at Griffith Park in Council District (CD) 4, and Mar Vista Recreation Center in CD 11 were both originally constructed in 2005. Due to age and deteriorating condition, the existing soccer fields at Griffith Park and Mar Vista Recreation Center are in great need of replacement. The scope of work is to demolish and remove the existing failing synthetic turf materials and replace it with RAP's newly upgraded specifications for synthetic turf, which should provide a much longer lifespan for use.

RAP staff put these two projects out to bid utilizing RAP's As-Needed All Weather Turf Construction, Retrofit, Maintenance, and/or Repairs contracts. The recommended account transfer amounts reflect the low bids received plus Twenty Percent (20%) construction contingency.

## BOARD REPORT

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### OUTREACH

Management has deemed these projects to be essential to maintain the viability of these soccer fields for the use of the community. In part, these projects are in response to community requests.

### TREES AND SHADE

These synthetic turf replacement projects do not alter the existing tree and shade conditions at either park.

### ENVIRONMENTAL IMPACT STATEMENT

RAP Environmental Staff has determined that the proposed use of the LADWP rebate funds at Griffith Park and Mar Vista Recreation Center will involve the replacement of existing synthetic soccer fields at these facilities where the new fields will be located on the same site and will have substantially the same purpose and capacity. Therefore, these projects are categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 2 of the City CEQA Guidelines. RAP Staff has also determined that the application of this categorical exemption is not barred by any of the exceptions set forth in Section 15300.2 of the State CEQA Guidelines.

### FISCAL IMPACT STATEMENT

The transfer of these funds will have no fiscal impact on the RAP's General Fund.

This Report was prepared by Tom Gibson, Landscape Architect II, Planning, Construction and Maintenance Branch.



BOARD REPORT

NO. 16-179

DATE August 10, 2016

C.D. 15

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: 109<sup>TH</sup> STREET POOL AND BATHHOUSE REPLACEMENT PROJECT (PRJ1501P) (W.O. #E1906494) – ACCEPTANCE OF STOP PAYMENT NOTICE AND RELEASE OF STOP PAYMENT NOTICE ON CONSTRUCTION CONTRACT NO. 3462

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

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

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

RECOMMENDATIONS

1. Direct staff to withhold the amounts claimed in the following Stop Payment Notice, plus an additional sum equal to 25% thereof, to defray any costs of litigation in the event of court action, if said amount of said funds are available, and to notify contractors, sureties, and other interested parties that the amount of said claims plus 25% will be withheld; and
2. Accept the Release of Stop Payment Notice.

STOP PAYMENT NOTICE:

The Department is in receipt of a legal notice to withhold construction funds, pursuant to California Civil Code Section 3103 on the following contract:

Contract 3462      CD 15

109 <sup>th</sup> Street Pool And Bathhouse Replacement Project (PRJ1501P) (W.O. #E1906494)	General Contractor:	Simgel Company, Inc.
Construction Status: Construction	Claimant:	Robertson's
Project Impact: none	Amount:	\$1,708.40

BOARD REPORT

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RELEASE OF STOP PAYMENT NOTICE:

The Department is in receipt of Release of Stop Payment Notice filed by the claimant below, which releases the Board from any and all liability for withholding funds from the general contractors or the sureties:

Contract 3462            CD 15

109 <sup>th</sup> Street Pool And Bathhouse Replacement Project (PRJ1501P) (W.O. #E1906494)	General Contractor:	Simgel Company, Inc.
Construction Status: Construction	Claimant:	Robertson's
Project Impact: none	Amount:	\$1,708.40

FISCAL IMPACT STATEMENT:

Acceptance of Stop Payment Notices has no impact on the Department's General Fund.

This Report was prepared by Iris Davis, Commission Executive Assistant I.

LIST OF ATTACHMENTS

- 1) Stop Payment Notice filed by Robertson's
- 2) Release of Stop Payment Notice filed by Robertson's

STOP PAYMENT NOTICE  
(California Civil Code Section 8044)

NOTICE TO: CITY OF L.A. PARKS & REC  
1149 S BROADWAY 8TH FL LOS ANGELES

BOARD OF REGULATION  
AND PARK COMMISSIONER

2016 JUN -9 PM 4:23

(If Private Job-file with responsible officer or person at office or branch of construction lender administering the construction funds or with the owner-CIVIL CODE SECTIONS 8500-8560)  
(If Public Job-file with office of controller, auditor or other public disbursing officer whose duty it is to make payments under provisions of the contract-CIVIL CODE SECTIONS 9350-9510)

Direct Contractor: SIMGEL CO.  
Sub Contractor (If Any):  
Owner or Public Body: CITY OF L.A. PARKS & REC  
Improvement known as: 1431 E 110TH ST  
County of LOS ANGELES State of California.

Robertson's, Claimant, a Partnership, furnished certain labor service equipment, or materials used in the above described work of improvement. The name of the person or company to whom claimant furnished service, equipment, or materials is: SIMGEL CO.

The kind of materials furnished or agreed to be furnished by claimant was ready mix concrete, rock and/or sand materials.

Total value of labor, service, materials to be furnished.....\$	1,708.40
Total value of labor, service, materials actually furnished..\$	1,708.40
Credit for materials returned, if any.....\$	0.00
Amount paid on account, if any.....\$	0.00
Amount due after deducting all just credits and offsets....\$	1,708.40

YOU ARE HEREBY NOTIFIED to withhold sufficient monies held by you on the above described project to satisfy claimant's demand in the amount of \$ 1,708.40 and in addition thereto sums sufficient to cover interest, court costs and reasonable costs of litigation, as provided by law.

A bond (CIVIL CODE SECTION 8532) is/is not attached. (Bond required with Stop Payment Notice served on construction lenders on private jobs-bond not required on public jobs or on Stop Payment Notice served on owner on private job).

Name and address of Claimant:  
ROBERTSON'S, P.O. Box 3600, Corona, Ca. 92878 (951)685-2200

Dated: 06/02/16

By *[Signature]*  
Authorized Agent

VERIFICATION

I, the undersigned, state: I am the agent of the claimant named in the foregoing Stop Payment Notice; I have read said claim of Stop Payment Notice and know the contents thereof, and I certify that the same is true of my knowledge. I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 06/02/16 at Corona, State of California.

Signature of Claimant/Agent

*[Signature]*  
76630/130620



STOP PAYMENT NOTICE - PROOF OF SERVICE

The undersigned declares as follows: I am over the age of 18, and employed by Robertson's, whose business address is 200 South Main Steet, Suite 200, Corona, California 92882. I am employed in the County of Riverside, where this mailing occurs, and not a party to this action. On the date shown below, in the City of Corona, I served the within Stop Payment Notice, sealed in an envelope and deposited in the mail in the manner prescribed by law, by first class registered or certified mail, postage fully prepaid, to the person(s) at the addresses shown thereon.

Wendy May  
Name

4/2/16  
Date

BOARD OF RECREATION  
AND PARK COMMISSIONER

2016 JUL 28 PM 3:25

RELEASE OF STOP NOTICE

TO: CITY OF L.A. PARKS & REC  
1149 S BROADWAY 8TH FL LOS ANGELES

You are hereby notified that the undersigned claimant releases that certain Stop Notice dated 06/02/16 , in the amount of 1,708.40 against CITY OF L.A. PARKS & REC as owner or public body and *Sungel Co Inc* as prime contractor in connection with the work of improvement known as 1431 E 110TH ST in the City of LOS ANGELES County of LOS ANGELES State of California.

Date 07/22/16

Name of Claimant Robertson's

By *[Signature]*  
Authorized Agent

VERIFICATION

I, the undersigned, state: I am the Agent of the claimant named in the foregoing Release; I have read said Release of Stop Notice and know the contents thereof, and I certify that the same is true of my own knowledge.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 07/22/16 , at Corona, California.

*[Signature]*  
(Signature of Claimant or Authorized Agent)

*76630/180620*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside } ss.

On July 22, 2016 before me, Jennifer Bacca, Notary Public, personally appeared Della Rumsey, who 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 signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Handwritten signature of Jennifer Bacca over a line labeled 'Signature'.

OPTIONAL INFORMATION

Form section for optional information including fields for Date of Document, Type or Title of Document, Number of Pages in Document, Document in a Foreign Language, Type of Satisfactory Evidence, Capacity of Signer, and Thumbprint of Signer.

**BOARD REPORT**

NO. 16-180

DATE August 10, 2016

C.D. 1

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: **MACARTHUR PARK – PARK REHABILITATION AND LIGHTING (PRJ20879) – ACCEPTANCE OF STOP PAYMENT NOTICE AND RELEASE OF STOP PAYMENT NOTICE ON CONSTRUCTION CONTRACT NO. 3466**

AP Diaz	_____	V. Israel	_____
<i>fur</i> R. Barajas	<u>CSP</u>	K. Regan	_____
H. Fujita	_____	N. Williams	_____

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

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

RECOMMENDATIONS:

1. Direct staff to withhold the amounts claimed in the following Stop Payment Notice, plus an additional sum equal to 25% thereof, to defray any costs of litigation in the event of court action, if said amount of said funds are available, and to notify contractors, sureties, and other interested parties that the amount of said claims plus 25% will be withheld; and
2. Accept the Release of Stop Payment Notice.

STOP PAYMENT NOTICE:

The Department is in receipt of a legal notice to withhold construction funds, pursuant to California Civil Code Section 3103 on the following contract:

Contract 3466      CD 1

MacArthur Park – Park Rehabilitation and Lighting (PRJ20879) Project	General Contractor:	Childs Play
Construction Status: Construction	Claimant:	Mike's Portable Welding
Project Impact: none	Amount:	\$2,400.00

BOARD REPORT

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NO. 16-180

RELEASE OF STOP PAYMENT NOTICE:

The Department is in receipt of Release of Stop Payment Notice filed by the claimant below, which releases the Board from any and all liability for withholding funds from the general contractors or the sureties:

Contract 3466

CD 1

MacArthur Park – Park Rehabilitation and Lighting  
(PRJ20879) Project

Construction Status: Construction

Project Impact: none

General

Contractor:

Claimant:

Amount:

Childs Play

Mike's Portable Welding

\$2,400.00

FISCAL IMPACT STATEMENT:

Acceptance of Stop Payment Notices has no impact on the Department's General Fund.

This Report was prepared by Iris Davis, Commission Executive Assistant I.

LIST OF ATTACHMENTS

- 1) Stop Payment Notice filed by Mike's Portable Welding
- 2) Release of Stop Payment Notice filed by Mike's Portable Welding



# STOP NOTICE

## LEGAL NOTICE TO WITHHOLD CONSTRUCTION FUNDS

(Public or Private Work) - (Per California Civil Code Section 3103)

To: City of LA Parks & recreations (Name of owner, public body or construction fund holder)  
 Project: McArthur Park (Name)  
Board office 221 N figueroa (Address, if deposited to a bank or savings and loan assn., use address of branch holding fund)  
680 S park view st (Address)  
LA CA 90057 (City, State and Zip)  
Suite 300 LA 90012 (City, State and Zip)

TAKE NOTICE THAT MIKE GLASSER (MIKES Portable Welding) (Name of the person or firm claiming the stop notice. Licensed contractors MUST use the name under which contractor's license is issued)

whose address is 21311 LOPEZ ST WOODLAND Hills CA 91364 (Address of person or firm claiming stop notice)

has performed labor and furnished materials for a work of improvement described as follows: certified on site welding at McArthur Park (Name and location of the project where work or materials were furnished)

The labor and materials furnished by claimant are of the following general kind: portable welding on site services (General description of labor, services, equipment or materials agreed to be furnished)

The labor and materials furnished to or for the following party: CHRIS CHILDS CHILDS PLAY (Name of party who ordered the work or materials)

Total value of the whole amount of labor and materials agreed to be furnished is: ..... \$ 6000.00

The value of the labor and materials furnished to date is: ..... \$ 6000.00

Claimant has been paid the sum of: 5 days of field welding at \$1200 ..... \$ 3600.00

And there is due, owing and unpaid the sum of: ALL completed ..... \$ 2400.00

You are required to set aside sufficient funds to satisfy this claim with interest, court costs and reasonable costs of litigation, as provided by law. You are also notified that claimant claims an equitable lien against any construction funds for this project which are in your hands.

Firm Name MIKES Portable Welding (Name of stop notice claimant) By MIKE GLASSER - owner (Owner or agent of stop notice claimant MUST sign here and verify below)

### VERIFICATION

I, the undersigned, say: I am the pres. (President of, "A Partner of", "Owner of", "Agent of", etc.) the claimant named in the foregoing Stop Notice; I have read said Stop Notice and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 4.1.16 (Date this document was signed), at WOODLAND Hills (Name of city where stop notice signed), California

*[Signature]*  
(Print name of the individual who is swearing that the contents of the Stop Notice are true)

### REQUEST FOR NOTICE OF ELECTION

(Private Works Only) - (Per California Civil Code Section 3159, 3161 or 3162)

If an election is made not to withhold funds pursuant to this stop notice by reason of a payment bond having been recorded in accordance with Sections 3235 or 3162, please send notice of such election and a copy of the bond within 30 days of such election in the enclosed preaddressed stamped envelope. This information must be provided by you under Civil Code Sections 3159, 3161 or 3162.

Signed \_\_\_\_\_ (Claimant MUST enclose self-addressed stamped envelope)

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION



### Release of Stop Payment Notice

To: City of L.A. parks and recreation.

You are hereby notified that the undersigned claimant releases that certain Stop Payment Notice dated 4/1/16 in the amount of \$ 2,400

against Chris Kelley inc. dba Childs-play.

as owner or public body and \_\_\_\_\_

as direct contractor in connection with the work of improvement known as MacArthur park - 7th & Alvarado entry.

In the city of Los Angeles, County of L.A, State of California.

Date: 6/14/16 Name of Claimant: MIKE'S portable Welding.

By: Mike Sisson

#### VERIFICATION

I, the undersigned, state: I am the owner of the claimant named in the foregoing Release; I have read said Release of Stop Payment Notice and know the contents thereof, and I certify that the same is true of my own knowledge.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 06/14/16 at Woodland Hills

State of CA

Mike Sisson

**BOARD REPORT**

NO. 16-181

DATE August 10, 2016

C.D. Various

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: APPROPRIATION FROM UNRESERVED AND UNDESIGNATED FUND BALANCE IN FUND 302 TO VARIOUS ACCOUNTS IN THE DEPARTMENT OF RECREATION AND PARKS

AP Diaz \_\_\_\_\_  
R. Barajas \_\_\_\_\_  
H. Fujita \_\_\_\_\_

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

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

Approved \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS

- 1. Subject to approval by the Mayor, authorize the appropriation of One Million, One Hundred Thirty-Five Thousand Dollars (\$1,135,000.00) from Fund 302, Department 88, to various accounts as follows:

FROM:	Unreserved and Undesignated Fund Balance	\$1,135,000.00
TO:	Fund 302/88 Account 3040 – Contractual Services	\$ 135,000.00
	Fund 302/89 Account 270K –	
	Sub account LA River Valley Bike Path	<u>\$1,000,000.00</u>
	Total	\$1,135,000.00

- 2. Authorize and direct the General Manager, or Designee, to reserve Two Million, Five Hundred Thousand Dollars (\$2,500,000.00) in the Unreserved and Undesignated Fund Balance as part of the Fiscal Year 2016-17 budget as directed by the Mayor and Council, and to work with the Controller’s Office to meet the department budget mandate; and
- 3. Authorize and direct the General Manager, his Designee, or the Chief Accounting Employee to make technical or clerical corrections as necessary, consistent with the actions of the City Council in adopting the Fiscal Year 2016-17 budget and the intent of this Report.

SUMMARY

Budgeted funds appropriated to the Department of Recreation and Parks (RAP) that are uncommitted or unencumbered at the end of the fiscal year (FY) revert to RAP’s Unreserved and Undesignated Fund Balance (UUFb). UUFb funds are also made available due to disencumbered items from prior years, residuals due to discounts later received, items not delivered, closing of inactive accounts, etc. Currently as part of City’s transitioning from the old Supply Management System (SMS) to the Financial Management System (FMS), RAP Finance

BOARD REPORT

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NO. 16-181

Division staff is working with the Department of General Services to clean up obsolete accounts/balances and convert thousands of items from SMS to FMS.

UUFB funds are generally used to meet RAP's urgent and/or unforeseen funding needs, or are re-appropriated in the current fiscal year for uses that were authorized in a prior year. The Board authorizes appropriations from the UUFB for a variety of purposes, subject to approval of the Mayor, and in accordance with Charter Section 343(b). The following transfers are being recommended to meet currently urgent and/or unfunded needs in FY 2016-17.

Ken Malloy Harbor Regional Park Sewer Line Replacement - \$135,000.00

This funding is needed for emergency repairs of the sewer line at the Ken Malloy Harbor Regional Park. The existing sewer system has been failing due to the aging infrastructure. Funds will be used to pay for the installation, cleaning, testing and materials related to the replacement of approximately 400 feet of sewer pipeline, a manhole, etc. The work will be performed by United Riggers & Erectors, Inc., an existing as-needed RAP Park Facility Construction contractor.

RAP is requesting that One Hundred Thirty-Five Thousand Dollars (\$135,000.00) be appropriated from the UUFB to Fund 302/88, Account 3040 – Contractual Services for the above mentioned work.

Los Angeles River Trail System - \$1,000,000.00

In our efforts to enhance access and provide unique recreational experiences along the LA River, we are requesting these funds be allocated toward the partial design and support of the Los Angeles River Trail System. These Funds will be used to pay for partial design fees of the Project, which has an estimated total cost of \$60 million dollars including \$6 million for design services. Remaining funding for the design cost will come from various sources including the Los Angeles County (County) Department of Public Works, County Flood Control District, Department of Transportation, Bureau of Sanitation, and Proposition K. The completion of the design phase will substantiate the Project readiness and allow for greater competitiveness toward future grant funding.

The proposed Project includes, but is not limited to, the design and construction of approximately 11 to 12 miles of greenway and bike path along the Los Angeles River in the San Fernando Valley with numerous roadway intersections of the LA River bank and street-end interfaces, filling trail gaps from Vanalden Avenue to the west and Forest Lawn Drive/Zoo Drive to the east in Council Districts 2, 3, 4, 5 and 6. The Project is consistent with the Sustainable City pLAn, City's 2007 LA River Revitalization Master Plan, County's 1996 LA River Master Plan, and other City and County bicycle plans for the area. When complete, the Project will improve regional livability by providing expanded recreation opportunities and active transportation options along the LA River.

RAP is requesting that One Million Dollars (\$1,000,000.00) be appropriated from UUFB to Fund 302, Department 89, Account 270K General Capital , sub account LA River Valley Bike Path for the abovementioned work.

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NO. 16-181

FY 2016-17 Budget Requirement - \$2,500,000.00

In accordance with the adopted FY 2016-17 Budget as approved by the Mayor and City Council and to meet the operational needs of the department, RAP is requesting to reserve Two Million Five Hundred Thousand Dollars (\$2,500,000.00) from the UUFB as a self-funding source to RAP's FY 2016-17 budget.

FISCAL IMPACT STATEMENT

The appropriation of One Million, One Hundred Thirty-Five Thousand Dollars (\$1,135,000.00) is needed in FY 2016-17 for RAP operations. The Two Million, Five Hundred Thousand Dollars (\$2,500,000.00) reserved in the RAP General Fund will be appropriated to revenue in support of the RAP General Funded operations.

There may be future fiscal impacts to RAP operation and maintenance due to the LA River Trail project. RAP intends to request for additional City General Fund as needed through the annual City budget process as phases of the Project complete.

This report was prepared by Noel Williams, Chief Financial Officer, Finance Division.





**BOARD REPORT**

NO. 16-182

DATE August 10, 2016

C.D. ALL

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: AS-NEEDED SEWER TIE CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS REQUEST FOR QUALIFICATIONS-AWARD OF CONTRACTS

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

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

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

RECOMMENDATIONS

1. Find, in accordance with Charter Section 1022, that the Department of Recreation and Parks (RAP) does not have, available in its employ, personnel with sufficient time or necessary expertise to undertake sewer ties construction, retrofit, maintenance and/or repairs services in a timely manner, and it is more feasible, economical and in RAP's best interest, to secure these services by contract with several contractors to perform this work as-needed and on an occasional, but frequent basis, without engaging in a new competitive bidding process for each individual project to be performed;
2. Find, in accordance with Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), that competitive bidding is not practicable or advantageous as it is necessary for RAP to be able to call on contractors to perform this expert, technical work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as-needed contractors, each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged, and the unique expertise of the as-needed contractor;
3. Find, in accordance with Charter Section 372, that obtaining competitive proposals or bids for each individual project for which work may be performed pursuant to this agreement is not reasonably practicable or compatible with RAP's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price, and expertise, and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by RAP to perform services;
4. Find, in accordance with Charter Section 371(e)(10), that use of competitive bidding would be undesirable, impractical or impossible, or is otherwise is excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services



## BOARD REPORT

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required by RAP to provide as-needed the sewer tie construction, retrofit, maintenance and/or repair services;

5. Waive the informality for the proposal submitted by Colich & Sons L.P. in response to the Request for Qualifications for Sewer Tie Construction, Retrofit, Maintenance and/or Repairs (RFQ), as described in the Summary of the Report, subject to the submittal of the required documentation to meet the minimum qualifications of the RFQ;
6. Waive the informality for the proposal submitted by Mike Prlich & Sons, Inc. in response to the RFQ, as described in the Summary of the Report, subject to the submittal of the required documentation to meet the minimum qualifications of the RFQ;
7. Waive the informality for the proposal submitted by Vasilj, Inc. in response to the RFQ, as described in the Summary of the Report, subject to the submittal of the required documentation to meet the minimum qualifications of the RFQ;
8. Award the proposed Services Contracts (Contracts), herein included as Attachments, between the City of Los Angeles RAP and the following firms, for the sewer tie construction, retrofit, maintenance and/or repairs, specifying the terms and conditions for a three-year contract, subject to approval of the Mayor and the City Council, and of the City Attorney as to form, contingent upon RAP's acceptance of the required documentation as noted in Recommendations 5, 6 and 7;

### Contractors:

- a) W.A. Rasic Construction Co., Inc.
  - b) Colich & Sons, L.P.
  - c) Mike Prlich and Sons, Inc.
  - d) Vasilj, Inc.
9. Approve the selection process for the selection of qualified firms;
  10. Direct the Board Secretary to transmit the proposed Contracts to the Mayor in accordance with Executive Directive No. 3 and, concurrently to the City Attorney for review and approval as to form;
  11. Authorize the Board President and Secretary to execute the Contracts upon receipt of the necessary approvals; and,
  12. Authorize the General Manager, or Designee, to make technical corrections as necessary to the Contracts, to carry out the intent of this Report.

### SUMMARY

RAP does not have the expertise and/or equipment to install, retrofit, replace, repair, and/or maintain

## BOARD REPORT

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sewer ties. Therefore, RAP requires as-needed sewer tie construction, retrofits, maintenance, and/or repairs contracts. Currently, RAP does not have contracts to perform current and future sewer tie construction projects.

On January 20, 2016, the Board approved an issuance of the RFQ for Sewer Tie Construction, Retrofits, Maintenance and/or Repairs (Board Report No. 16-016), which was released February 8, 2016. The RFQ allowed responders to submit proposals in response to the RFQ for sewer tie construction, retrofit, maintenance and/or repair services to include but not limited to:

- Installation of new sewage line (including sewer connection to Municipal sewer system)
- Repair/rehabilitation/ extension of an existing sewer line
- All inspection services related to Sewer Line inspections
- All plumbing related work required for the installation of a new and/or rehabilitation of an existing, restroom facility.

On March 28, 2016, RAP received five proposals in response to the RFQ for Sewer Tie Construction, Retrofit, Maintenance and/or Repairs as follows:

- 1) Colich & Sons, L.P.
- 2) Mike Prlich and Sons, Inc.
- 3) MNR Construction, Inc.
- 4) Vasilj, Inc.
- 5) W.A. Rasic Construction Co., Inc.

Responders were required to provide evidence of their qualifications, as indicated by their responses to the five criteria/requests for information, listed immediately below, and were required to meet at the minimum requirements listed further below:

- 1) Provide a brief (maximum of three pages) statement of the firm's general background information related to sewer tie construction, retrofitting, maintenance and/or repairs within the last three years, the organizational approach and range of services, and other resources that will be used in the performance of the contract work.
- 2) Have an established office(s) within the Southern California area (Los Angeles, Orange, Riverside, San Bernardino, San Diego, or Ventura Counties). Responder will provide the address of the office location(s) and the name and phone number of the office manager(s);
- 3) Have had no severe violations or citations lodged by Cal/OSHA or other regulatory agencies in the last three years, particularly any involving the suspensions or revocations of professional licenses or registrations;
- 4) Have certified and technical specialists that have current State of California or applicable governing entity certifications, including: California Contractor's License "A" (General Engineering Contractor) and/or "C-42" (Sanitation System Contractor);

## BOARD REPORT

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- 5) Submit a list of fifteen (15) saddle connections and fifteen (15) house connections at a trenching depth of ten feet or more in the applicable pre-qualification category(ies) completed principally by the company within the last three years. All projects submitted must have been performed in the City of Los Angeles under an "S" permit issued by the City of Los Angeles, Bureau of Engineering (BOE). Each project listing must contain the following information for each item: the title, a brief description of the project, the service date, the client name, and a valid contact reference.

### Results of the RFQ Process

Responses were evaluated solely to determine if each responder met the minimum qualifications as stated in the RFQ. The minimum qualifications as set forth in the RFQ determined the responder's knowledge and experience to perform according to the terms and specifications of the resulting contract.

Five responders have submitted responses to the RFQ. Out of the five responders, only one responder, W.A. Rasic Construction Co., Inc., has submitted a complete RFQ package. Four of the five responders submitted incomplete RFQ packages. The deficiencies in the responses for three of those four firms may be waived based on the following reasons:

- 1) Colich & Sons L.P., is missing one signature on the Childcare Form D (Form). The contractor has one signature on the Form when the Form requires two signatures on the two original submitted copies of the proposal. . The second signature on the Form does not change the intent or purpose of the form requirement. The contractor will be requested to re-submit the Form with the second signature before the contract may be executed.
- 2) Mike Prlich and Sons, Inc., has signed the Non-Collusion Form G (page 101 of the RFQ); however, it is missing a Notary stamp and signature on the Non-Collusion Form G. The contractor must have the Non-Collusion Form G notarized before the contract may be executed.
- 3) Vasilj, Inc., signed only one of the two original copies of the Business Inclusion Program (BIP) Schedule A (page 77 of the RFQ) and the Contract Responsibility Ordinance (CRO) (page 89 of the RFQ) forms (Forms). The contractor will be requested to sign the two Forms to complete the second RFQ package. The contractor has signed the Non-Collusion Form G (page 101 of the RFQ); however, it is missing a Notary stamp and signature on the Non-Collusion Form G. The contractor will be requested to have the Forms signed and the Non-Collusion Form G notarized before the contract may be executed. .

Waiving the informalities for these three companies would increase competition among the contractors, which would benefit RAP with more competitive bids for critical services in maintaining and expanding the sewer and storm drain infrastructure for RAP facilities. RAP staff recommends that, upon Board approval, the responders be given five business days to rectify these informalities

## BOARD REPORT

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once they have been informed by mail. The forms may be returned to RAP by mail or hand-delivery, and must be received by the fifth day from the date of notification before 3:00 p.m. If the required documentation is not re-submitted by the deadline, the contract award may be automatically cancelled for failure to respond in accordance with the minimum qualifications.

Only one of the five responders, MNR Construction, Inc., submitted their proposal with deficiencies that cannot be waived. The signatures on the Prohibited Contributors (Bidders) City Ethics Commission (CEC) Form 55 (page 63 of the RFQ) and the Form H – Iran Contracting Act of 2010 Compliance Affidavit (Page 101 of the RFQ) are required on the two copies of the proposal at the time of the RFQ submittal.

(Please refer to Exhibit A.)

It was found through review and verification by RAP staff that the four responders, Colich & Sons L.P.; Mike Prlich and Sons, Inc.; Vasilj, Inc.; and W.A. Rasic Construction Co., Inc.; met and/or exceeded the minimum qualifications as set forth in the RFQ.

Once it was determined that the responders had met all of the minimum qualifications, RAP staff verified with the responders' references provided in their respective proposals. Questions were posed regarding both the responder's ability to produce a quality product that met all necessary standards in a timely manner, and if the responder was timely and effective in their correspondence with governing agencies. All of the references for the responders who met the minimum qualifications responded favorably to these questions and highly recommended the respective responder. It is recommended that each of the aforementioned responders should be selected as a Sewer Tie contractor therefore, be eligible to bid on future RAP projects.

All responders must complete the minimum requirements in the Business Inclusion Program (BIP). BIP requires the responders to reach out to the subcontractors and give the subcontractors opportunities to participate in the performance of the City contracts.

We are seeking Board authorization for the Board President and Secretary to execute contracts for each of the four responders, subject to approval by the Mayor and the City Attorney, and by the City Attorney as to form. The selected pre-qualified responders are being recommended to the Board for a three-year contract, in an amount not to exceed an annual expenditure of Five Million Dollars (\$5,000,000.00) per contract, per year. The contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. The construction services that RAP is requesting shall be on an as-needed basis; RAP in entering into an agreement, guarantees no minimum amount of business or compensation. Contracts awarded through this RFQ shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts.

Funding for projects will be provided from various funding sources including, but not limited to Proposition A, Quimby, Community Development Block Grant (CDBG), and Proposition 84.

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FISCAL IMPACT STATEMENT

Executing these as-needed contracts has no impact on the RAP's General Fund as funding will be identified on a per-project basis.

This Report was prepared by Kai Wong, Management Analyst II, reviewed by Noel Williams, Chief Financial Officer, Finance Division.

LIST OF ATTACHMENTS/EXHIBITS

- 1) Exhibit A – Sewer Tie Construction, Retrofit, Maintenance and/or Repairs Submittal Verification
- 2) Sewer Tie Construction Contract – Colich & Sons, L.P.
- 3) Sewer Tie Construction Contract – Mike Prlih & Sons, Inc.
- 4) Sewer Tie Construction Contract – Vasilj, Inc.
- 5) Sewer Tie Construction Contract – W.A. Rasic Construction Co., Inc.

**CITY OF LOS ANGELES/ DEPARTMENT OF RECREATION AND PARKS  
SEWER TIE CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR REPAIRS  
SUBMITTAL VERIFICATION  
5/20/2016**

	Responder Name	Address	Full RFQ Document Submitted (Y/N)	All Forms Submitted Completed (Y/N)	Comments
1	W.A. Rasic Construction Co., Inc.	4150 Long Beach Blvd., Long Beach, CA 90807	Y	Y	Responder qualified for: 1) Sewer Tie Construction, Retrofit, Maintenance and/or Repairs
2	Colich & Sons, L.P.	547 W. 140th Street, Gardena, CA 90248	Y	N	Responder is missing a signature on the Childcare Form D on both original responses submitted. The form requires two signatures.  Informality could be waived since there is a signature on the form already.
3	Mike Prlich and Sons, Inc.	5103 Elton Street, Baldwin Park, CA 91706	Y	N	Responder did not have Non-Collusion Form G (p. 101) stamped and signed by the Notary on the two original responses submitted.  Informality could be waived. The Non-Collusion Form G been signed by the Responder. Responder will have the form stamped and notarized by Notary.
4	Vasilj, Inc.	15531 Arrow Hwy., Irwindale, CA 91706	Y	N	Responder did not sign the Business Inclusion Program (BIP) Schedule A (Page 77) and Contract Responsibility Ordinance (CRO) Form (Page 89). Non-Collusion Affidavit Form G (Page 101) stamped but not signed by Notary.  Board copy: BIP Schedule A (Page 77) and CRO Form (Page 89) signed. Non-Collusion Affidavit Form G (Page 101) stamped but not signed by Notary.  Informality could be waived. 1) One copy of the BIP Schedule A and CRO Form has been signed. Responder will sign the second BIP Schedule A form and the second copy of the CRO Form. 2) The Non-Collusion Form G has been signed by the responder. Responder will have the Non-Collusion Form G stamped and notarized by Notary.
5	MNR Construction, Inc.	5103 Bleecker Street, Baldwin Park, CA 91706	Y	N	Responder did not complete the Prohibited Contributors (Bidders) CEC Form 55 and Form H Iran Contracting Act of 2010 Compliance Affidavit on the two original responses submitted.  (CEC Form 55 and Form H Iran Contracting Act of 2010 Compliance Affidavit can't be waived due to City Policy and Ordinance.)



**CONTRACT**  
**BETWEEN**  
**THE CITY OF LOS ANGELES**  
**DEPARTMENT OF RECREATION AND PARKS**  
**AND**  
**COLICH & SONS, L.P.**

**FOR SEWER TIES CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR  
REPAIRS**

This CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Los Angeles, a municipal corporation, Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as RAP), and Colich, & Sons L.P., hereinafter referred to as CONTRACTOR.

**RECITALS**

WHEREAS, RAP owns various facilities and infrastructure throughout the City of Los Angeles and is responsible for the maintenance and improvements for such facilities and infrastructure; and

WHEREAS, RAP requires the services of an experienced and responsible CONTRACTOR to perform Sewer Ties Construction, Retrofit, Maintenance and/or Repairs Services for the DEPARTMENT; and

WHEREAS, a Request for Qualifications (RFQ) for Sewer Ties Construction, Retrofit, Maintenance and/or Repairs Services was released on February 8, 2016, and five (5) responses to the RFQ were received on March 28, 2016; and

WHEREAS, the CONTRACTOR'S response met the minimum requirement for the Sewer Ties Construction, Retrofit, Maintenance and/or Repairs Services component as specified in the RFQ; and

WHEREAS, CONTRACTOR has the necessary equipment and staff who possess sufficient knowledge, expertise, and experience required to provide the necessary services and has indicated its willingness to perform such services; and

WHEREAS, RAP, pursuant to Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), finds that competitive bidding is not practicable or advantageous as it is necessary for the DEPARTMENT to be able to call on contractors to perform this technical and expert work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as needed contractors each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor; and,

WHEREAS, RAP, pursuant to Charter Section 372 finds that obtaining competitive proposals or bids for each individual project for which work may be performed pursuant to this agreement is not reasonably practicable or compatible with the DEPARTMENT's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price and expertise and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by the DEPARTMENT to perform services; and,

WHEREAS, RAP, pursuant to Charter Section 371(e)(10), finds that use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by the DEPARTMENT to provide as-needed sewer ties construction, retrofit, maintenance, and/or repair services;

WHEREAS, RAP, pursuant to Charter Section 1022, finds that it does not have sufficient or adequate personnel in its employ to undertake this task and it is more feasible and economical to secure said services by contract; and

NOW, THEREFORE, RAP AND CONTRACTOR, in consideration of the recitals above and of the terms, covenants, and conditions contained herein, agree as follows:

## SECTION 1 - PARTIES TO CONTRACT, REPRESENTATIVES AND NOTICE

### 1.1 Parties

The parties to this CONTRACT are:

RAP - The City of Los Angeles, a municipal corporation, Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners, having its principal office located at 221 North Figueroa Street, Suite 300, Los Angeles, California, 90012.

CONTRACTOR – Colich & Sons L.P., having its principal office located at 547 W. 140<sup>th</sup> Street, Gardena, CA 90248.

1.2 Representatives

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

RAP's representative will be:

Michael A. Shull, General Manager  
Department of Recreation and Parks  
221 N. Figueroa St., Suite 350  
Los Angeles, CA 90012

With copies to:

Jim Newsom, Senior Management Analyst I  
Department of Recreation and Parks  
221 N. Figueroa St., Suite 200  
Los Angeles, CA 90012

Telephone Number: (818) 756-9294  
Fax Number: (818) 908-9786

CONTRACTOR'S representative will be:

Donilo P. Colich, Chief Financial Officer  
Colich & Sons L.P.  
547 W. 140<sup>th</sup> Street  
Gardena, CA 90248

Telephone Number: (310) 261-4949  
Fax Number: (310) 329-2846

1.3 Notices

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

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

## SECTION 2 - TERM OF CONTRACT

The term of this CONTRACT shall be three (3) years from the date of execution between the CONTRACTOR and RAP, subject to earlier termination by DEPARTMENT as provided in Appendix A – The Standard Provisions for City Contracts (Rev. 3/09).

## SECTION 3 - SERVICES TO BE PERFORMED BY THE CONTRACTOR

### 3.1 Conduct of Operations

- A. At all times, work must conform to all current, relevant Federal, State and Local Charter and Municipal Codes and Regulations.
- B. CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference with or annoyance to park patrons or employees.
- C. A qualified supervisor shall be present and readily available to City personnel and the public during hours of operation at each work site. The site supervisor shall be available to the Contract Inspector at all times during normal working hours. Avoiding contact with the Contract Inspector may result in suspension of work without extension.
- D. CONTRACTOR's working hours must coincide with those of DEPARTMENT (Monday through Friday, 7:00 a.m. – 3:30 p.m., excluding City holidays). DEPARTMENT must approve in advance any deviation from these hours and/or work on weekends and/or holidays.
- E. CONTRACTOR shall carefully protect from damage all existing trees, shrubs, plants, fences, and other features. The CONTRACTOR shall be liable for any and all damage(s) caused by contract operations to such trees, shrubs, plants, other growth and features or property. All damaged trees, shrubs, plants, other growth and features, and property shall be replaced or restored to their original condition to the satisfaction of the Contract Inspector at CONTRACTOR's expense.
- F. At all times, traffic control measures should conform to the Work Area Traffic Control Handbook, latest edition, published by Building New, Inc. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. CONTRACTOR shall provide and maintain adequate barricades and warning devices. Flag persons shall be stationed as reasonably necessary for the safety of persons and vehicles.
- G. The roads and pathways shall be left free of debris at the close of each day's operation.

- H. CONTRACTOR will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the CONTRACTOR's responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to CONTRACTOR as a "Single Employer" in accordance with CAL OSHA classifications. CONTRACTOR will be responsible and have full control over all activities as well as safety requirements thereof, for each as-need project awarded.
- I. CONTRACTOR shall notify the Contract Inspector at least twenty-four (24) hours prior to starting the work required by the CONTRACT.
- J. If CONTRACTOR, after having officially started said contract, should discontinue work for any cause, CONTRACTOR shall notify the Contract Inspector of intent to do so, and shall further provide the Contract Inspector with the date that operations will resume.
- K. All work shall be completed to the satisfaction of the RAP Contract Inspector. Work will be considered complete only when signed off by the Contract Inspector. Work shall be performed to the specifications as determined by DEPARTMENT.
- L. Failure to comply with any requirement contained herein may result in suspension of work without extension.
- M. The Contract Inspector must approve any request for subcontracting of work prior to such subcontracting.
- N. CONTRACTOR shall provide equipment and personnel for all tasks.

3.2 SERVICES TO BE PROVIDED BY CONTRACTOR:

Sewer Tie Construction, Retrofit, Maintenance and/or Repair Services include but is not limited to:

- A. Contract administration and construction management
- B. Installation of new sewage line (including sewer connection to Municipal sewer system)
- C. Repair/rehabilitation/extension of an existing sewer line
- D. All inspection services related to Sewer Line inspections
- E. All plumbing related work required for the installation of a new and/or rehabilitation of an existing, restroom facility.

#### SECTION 4 - SERVICES TO BE PROVIDED BY RAP

- 4.1 DEPARTMENT personnel will work cooperatively with the CONTRACTOR to ensure timely approvals of all items required under this contract.
- 4.2 DEPARTMENT will promptly act, review, and make decisions as necessary to permit the orderly progress of this work.

#### SECTION 5 - INSPECTION

- 5.1 CONTRACTOR must request final inspection from DEPARTMENT representative for work completed at each site.
- 5.2 CONTRACTOR will receive written notification for any services and/or delivery determined by the Project Manager (or Designee) to be below an acceptable level. This notification shall be in the form of a "Notice to Correct Unacceptable Service."
- 5.3 CONTRACTOR shall respond in writing to the Project Manager indicating the steps taken to correct the unacceptable service. If unacceptable service is not corrected after CONTRACTOR receives the "Notice to Correct Unacceptable Service," payment may be withheld by RAP until corrections are made.
- 5.4 If unacceptable service continues, or if CONTRACTOR receives three (3) or more such notices, RAP may terminate the contract as described in PSC-10-Termination, of the Standard Provisions for City Contracts (Rev. 3/09), attached hereto and incorporated herein by reference as Appendix A.

#### SECTION 6 - COMPENSATION AND INVOICING

##### 6.1 Compensation

RAP will pay CONTRACTOR an amount for service outlined in the "Notice to Proceed" for each individual project. The total for this contract will not exceed Five Million Dollars (\$5,000,000.00) annually. CITY will monitor this not-to-exceed aggregate total.

- 6.2 CONTRACTOR shall inform DEPARTMENT of any additional project costs due to unforeseen delays and unexpected changes to the scope of work. Additional project costs shall be itemized by CONTRACTOR and approved by RAP before payment is made to CONTRACTOR.

##### 6.3 Invoicing

CONTRACTOR shall invoice upon completion of job by submitting two (2) copies of the invoice, which details the work performed in accordance with the original



scope of services and any approved amendments to the scope, within thirty (30) days of completion of service.

CONTRACTOR shall submit invoices to:

Department of Recreation and Parks  
Attention: Jim Newsom  
Finance Division, Contract Administration Section  
6335 Woodley Ave, Contract Administration Building  
Van Nuys, CA 91406

All invoices shall be submitted on CONTRACTOR'S letterhead, containing CONTRACTOR'S official logo, or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that the task has been completed, in the form of a report, brochure or photographs, shall be attached to all invoices.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. DEPARTMENT will not compensate CONTRACTOR for costs incurred in invoice preparation. DEPARTMENT may request changes to the content and format of the invoice and supporting documentation at any time. DEPARTMENT reserves the right to request additional supporting documentation to substantiate costs at any time.

Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

Failure to adhere to these policies may result in nonpayment pursuant to Charter Section 262(a), which requires the City Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

#### SECTION 7 - INCORPORATION OF DOCUMENTS

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

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

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be executed by their respective duly authorized representatives.

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

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

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

COLICH & SONS, L.P.

By \_\_\_\_\_  
CHIEF FINANCIAL OFFICER

By \_\_\_\_\_  
SECRETARY

Approved as to Form:

MICHAEL N. FEUER  
City Attorney

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

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

**CONTRACT**  
**BETWEEN**  
**THE CITY OF LOS ANGELES**  
**DEPARTMENT OF RECREATION AND PARKS**  
**AND**  
**MIKE PRlich AND SONS, INC.**  
**FOR SEWER TIES CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR**  
**REPAIRS**

This CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Los Angeles, a municipal corporation, Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as RAP), and Mike Prlich and Sons, Inc. hereinafter referred to as CONTRACTOR.

**RECITALS**

WHEREAS, RAP owns various facilities and infrastructure throughout the City of Los Angeles and is responsible for the maintenance and improvements for such facilities and infrastructure; and

WHEREAS, RAP requires the services of an experienced and responsible CONTRACTOR to perform Sewer Ties Construction, Retrofit, Maintenance and/or Repairs Services for the DEPARTMENT; and

WHEREAS, a Request for Qualifications (RFQ) for Sewer Ties Construction, Retrofit, Maintenance and/or Repairs Services was released on February 8, 2016, and five (5) responses to the RFQ were received on March 28, 2016; and

WHEREAS, the CONTRACTOR'S response met the minimum requirement for the Sewer Ties Construction, Retrofit, Maintenance and/or Repairs Services component as specified in the RFQ; and

WHEREAS, CONTRACTOR has the necessary equipment and staff who possess sufficient knowledge, expertise, and experience required to provide the necessary services and has indicated its willingness to perform such services; and

WHEREAS, RAP, pursuant to Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), finds that competitive bidding is not practicable or advantageous as it is necessary for the DEPARTMENT to be able to call on contractors to perform this technical and expert work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as needed contractors each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor; and,

WHEREAS, RAP, pursuant to Charter Section 372, finds that obtaining competitive proposals or bids for each individual project for which work may be performed pursuant to this agreement is not reasonably practicable or compatible with the DEPARTMENT's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price and expertise and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by the DEPARTMENT to perform services; and,

WHEREAS, RAP, pursuant to Charter Section 371(e)(10), finds that use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by the DEPARTMENT to provide as-needed sewer ties construction, retrofit, maintenance and/or repair services;

WHEREAS, RAP, pursuant to Charter Section 1022, finds that it does not have sufficient or adequate personnel in its employ to undertake this task on an emergency basis and it is more feasible and economical to secure said services by contract; and

NOW, THEREFORE, RAP AND CONTRACTOR, in consideration of the recitals above and of the terms, covenants, and conditions contained herein, agree as follows:

## SECTION 1 - PARTIES TO CONTRACT, REPRESENTATIVES AND NOTICE

### 1.1 Parties

The parties to this CONTRACT are:

RAP - The City of Los Angeles, a municipal corporation, Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners, having its principal office located at 221 North Figueroa Street, Suite 300, Los Angeles, California, 90012.

CONTRACTOR – Mike Prlich and Sons, Inc., having its principal office located at 5103 Elton Street, Baldwin Park, CA 91706.

1.2 Representatives

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

RAP's representative will be:

Michael A. Shull, General Manager  
Department of Recreation and Parks  
221 N. Figueroa St., Suite 350  
Los Angeles, CA 90012

With copies to:

Jim Newsom, Senior Management Analyst I  
Department of Recreation and Parks  
221 N. Figueroa St., Suite 200  
Los Angeles, CA 90012

Telephone Number: (818) 756-9294  
Fax Number: (818) 908-9786

CONTRACTOR'S representative will be:

Michael Prlich, President  
Mike Prlich and Sons, Inc.  
5103 Elton Street  
Baldwin Park, CA 91706

Telephone Number: (626) 813-1700  
Fax Number: (626) 813-1700

1.3 Notices

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

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

## SECTION 2 - TERM OF CONTRACT

The term of this CONTRACT shall be three (3) years from the date of execution between the CONTRACTOR and RAP, subject to earlier termination by DEPARTMENT as provided in Appendix A – The Standard Provisions for City Contracts (Rev. 3/09).

## SECTION 3 - SERVICES TO BE PERFORMED BY THE CONTRACTOR

### 3.1 Conduct of Operations

- A. At all times, work must conform to all current, relevant Federal, State and Local Charter and Municipal Codes and Regulations.
- B. CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference with or annoyance to park patrons or employees.
- C. A qualified supervisor shall be present and readily available to DEPARTMENT personnel and the public during hours of operation at each work site. The site supervisor shall be available to the Contract Inspector at all times during normal working hours. Avoiding contact with the Contract Inspector may result in suspension of work without extension.
- D. CONTRACTOR's working hours must coincide with those of RAP (Monday through Friday, 7:00 a.m. – 3:30 p.m., excluding City holidays). RAP must approve in advance any deviation from these hours and/or work on weekends and/or holidays.
- E. CONTRACTOR shall carefully protect from damage all existing trees, shrubs, plants, fences, and other features. The CONTRACTOR shall be liable for any and all damage(s) caused by contract operations to such trees, shrubs, plants, other growth and features or property. All damaged trees, shrubs, plants, other growth and features, and property shall be replaced or restored to their original condition to the satisfaction of the Contract Inspector at CONTRACTOR's expense.
- F. At all times, traffic control measures should conform to the Work Area Traffic Control Handbook, latest edition, published by Building New, Inc. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. CONTRACTOR shall provide and maintain adequate barricades and warning devices. Flag persons shall be stationed as reasonably necessary for the safety of persons and vehicles.
- G. The roads and pathways shall be left free of debris at the close of each day's operation.



- H. CONTRACTOR will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the CONTRACTOR's responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to CONTRACTOR as a "Single Employer" in accordance with CAL OSHA classifications. CONTRACTOR will be responsible and have full control over all activities as well as safety requirements thereof, for each as-need project awarded.
- I. CONTRACTOR shall notify the Contract Inspector at least twenty-four (24) hours prior to starting the work required by the CONTRACT.
- J. If CONTRACTOR, after having officially started said contract, should discontinue work for any cause, CONTRACTOR shall notify the Contract Inspector of intent to do so, and shall further provide the Contract Inspector with the date that operations will resume.
- K. All work shall be completed to the satisfaction of the RAP Contract Inspector. Work will be considered complete only when signed off by the Contract Inspector. Work shall be performed to the specifications as determined by RAP.
- L. Failure to comply with any requirement contained herein may result in suspension of work without extension.
- M. The Contract Inspector must approve any request for subcontracting of work prior to such subcontracting.
- N. CONTRACTOR shall provide equipment and personnel for all tasks.

3.2 SERVICES TO BE PROVIDED BY CONTRACTOR:

Sewer Tie Construction, Retrofit, Maintenance and/or Repair Services include but is not limited to:

- A. Contract administration and construction management
- B. Installation of new sewage line (including sewer connection to Municipal sewer system)
- C. Repair/rehabilitation/extension of an existing sewer line
- D. All inspection services related to Sewer Line inspections
- E. All plumbing related work required for the installation of a new and/or rehabilitation of an existing, restroom facility.

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- 4.1 DEPARTMENT personnel will work cooperatively with the CONTRACTOR to ensure timely approvals of all items required under this contract.
- 4.2 DEPARTMENT will promptly act, review, and make decisions as necessary to permit the orderly progress of this work.

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- 5.4 If unacceptable service continues, or if CONTRACTOR receives three (3) or more such notices, RAP may terminate the contract as described in PSC-10-Termination, of the Standard Provisions for City Contracts (Rev. 3/09), attached hereto and incorporated herein by reference as Appendix A.

SECTION 6 - COMPENSATION AND INVOICING

6.1 Compensation

RAP will pay CONTRACTOR an amount for service outlined in the "Notice to Proceed" for each individual project. The total for this contract will not exceed Five Million Dollars (\$5,000,000.00) annually. CITY will monitor this not-to-exceed aggregate total.

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6.3 Invoicing

CONTRACTOR shall invoice upon completion of job by submitting two (2) copies

of the invoice, which details the work performed in accordance with the original scope of services and any approved amendments to the scope, within thirty (30) days of completion of service.

CONTRACTOR shall submit invoices to:

Department of Recreation and Parks  
Attention: Jim Newsom  
Finance Division, Contract Administration Section  
6335 Woodley Ave, Contract Administration Building  
Van Nuys, CA 91406

All invoices shall be submitted on CONTRACTOR'S letterhead, containing CONTRACTOR'S official logo, or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that the task has been completed, in the form of a report, brochure or photographs, shall be attached to all invoices.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. DEPARTMENT will not compensate CONTRACTOR for costs incurred in invoice preparation. DEPARTMENT may request changes to the content and format of the invoice and supporting documentation at any time. DEPARTMENT reserves the right to request additional supporting documentation to substantiate costs at any time.

Tasks that are completed by subcontractors shall be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

Failure to adhere to these policies may result in nonpayment pursuant to Charter Section 262(a), which requires the City Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

#### SECTION 7 - INCORPORATION OF DOCUMENTS

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

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

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be executed by their respective duly authorized representatives.

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

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

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

MIKE PRLICH AND SONS, INC.

By \_\_\_\_\_

By \_\_\_\_\_  
SECRETARY

Approved as to Form:

MICHAEL N. FEUER  
City Attorney

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

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

**CONTRACT**  
**BETWEEN**  
**THE CITY OF LOS ANGELES**  
**DEPARTMENT OF RECREATION AND PARKS**  
**AND**  
**VASILJ, INC.**  
**FOR SEWER TIES CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR**  
**REPAIRS**

This CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Los Angeles, a municipal corporation, Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as RAP), and Vasilj, Inc. hereinafter referred to as CONTRACTOR.

**RECITALS**

WHEREAS, RAP owns various facilities and infrastructure throughout the City of Los Angeles and is responsible for the maintenance and improvements for such facilities and infrastructure; and

WHEREAS, RAP requires the services of an experienced and responsible CONTRACTOR to perform Sewer Ties Construction, Retrofit, Maintenance and/or Repairs Services for the DEPARTMENT; and

WHEREAS, a Request for Qualifications (RFQ) for Sewer Ties Construction, Retrofit, Maintenance and/or Repairs Services was released on February 8, 2016, and five (5) responses to the RFQ were received on March 28, 2016; and

WHEREAS, the CONTRACTOR'S response met the minimum requirement for the Sewer Ties Construction, Retrofit, Maintenance and/or Repairs Services component as specified in the RFQ; and

WHEREAS, CONTRACTOR has the necessary equipment and staff who possess sufficient knowledge, expertise, and experience required to provide the necessary services and has indicated its willingness to perform such services; and

WHEREAS, RAP, pursuant to Charter Section 371(e)(2) and Los Angeles Administrative Code Section 10.15(a)(2), finds that competitive bidding is not practicable or advantageous as it is necessary for the DEPARTMENT to be able to call on contractors to perform this technical and expert work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as needed contractors each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor; and,

WHEREAS, RAP, pursuant to Charter Section 372, finds that obtaining competitive proposals or bids for each individual project for which work may be performed pursuant to this agreement is not reasonably practicable or compatible with the DEPARTMENT's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price and expertise and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by the DEPARTMENT to perform services; and,

WHEREAS, RAP, pursuant to Charter Section 371(e)(10), finds that use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by the DEPARTMENT to provide as-needed sewer ties construction, retrofit, maintenance, and/or repairs services;

WHEREAS, RAP, pursuant to Charter Section 1022, finds that it does not have sufficient or adequate personnel in its employ to undertake this task on an emergency basis and it is more feasible and economical to secure said services by contract; and

NOW, THEREFORE, RAP AND CONTRACTOR, in consideration of the recitals above and of the terms, covenants, and conditions contained herein, agree as follows:

## SECTION 1 - PARTIES TO CONTRACT, REPRESENTATIVES AND NOTICE

### 1.1 Parties

The parties to this CONTRACT are:

RAP - The City of Los Angeles, a municipal corporation, Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners, having its principal office located at 221 North Figueroa Street, Suite 300, Los Angeles, California, 90012.

CONTRACTOR – Vasilj Inc, having its principal office located at 15531 Arrow Hwy., Irwindale, CA 91706.



1.2 Representatives

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

RAP's representative will be:

Michael A. Shull, General Manager  
Department of Recreation and Parks  
221 N. Figueroa St., Suite 350  
Los Angeles, CA 90012

With copies to:

Jim Newsom, Senior Management Analyst I  
Department of Recreation and Parks  
221 N. Figueroa St., Suite 200  
Los Angeles, CA 90012

Telephone Number: (818) 756-9294  
Fax Number: (818) 908-9786

CONTRACTOR'S representative will be:

John W. Gavigan, Project Manager  
Vasilj, Inc.  
15531 Arrow Hwy.  
Irwindale, CA 91706

Telephone Number: (626) 480-1442  
Fax Number: (626) 480-1610

1.3 Notices

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

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

## SECTION 2 - TERM OF CONTRACT

The term of this CONTRACT shall be three (3) years from the date of execution between the CONTRACTOR and RAP, subject to earlier termination by DEPARTMENT as provided in Appendix A – The Standard Provisions for City Contracts (Rev. 3/09).

## SECTION 3 - SERVICES TO BE PERFORMED BY THE CONTRACTOR

### 3.1 Conduct of Operations

- A. At all times, work must conform to all current, relevant Federal, State and Local Charter and Municipal Codes and Regulations.
- B. CONTRACTOR shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference with or annoyance to park patrons or employees.
- C. A qualified supervisor shall be present and readily available to DEPARTMENT personnel and the public during hours of operation at each work site. The site supervisor shall be available to the Contract Inspector at all times during normal working hours. Avoiding contact with the Contract Inspector may result in suspension of work without extension.
- D. CONTRACTOR's working hours must coincide with those of RAP (Monday through Friday, 7:00 a.m. – 3:30 p.m., excluding City holidays). RAP must approve in advance any deviation from these hours and/or work on weekends and/or holidays.
- E. CONTRACTOR shall carefully protect from damage all existing trees, shrubs, plants, fences, and other features. The CONTRACTOR shall be liable for any and all damage(s) caused by contract operations to such trees, shrubs, plants, other growth and features or property. All damaged trees, shrubs, plants, other growth and features, and property shall be replaced or restored to their original condition to the satisfaction of the Contract Inspector at CONTRACTOR's expense.
- F. At all times, traffic control measures should conform to the Work Area Traffic Control Handbook, latest edition, published by Building New, Inc. Pedestrian and vehicular traffic shall be allowed to pass through the work area only under conditions of safety and with as little inconvenience and delay as possible. CONTRACTOR shall provide and maintain adequate barricades and warning devices. Flag persons shall be stationed as reasonably necessary for the safety of persons and vehicles.
- G. The roads and pathways shall be left free of debris at the close of each day's operation.

- H. CONTRACTOR will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the CONTRACTOR's responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to CONTRACTOR as a "Single Employer" in accordance with CAL OSHA classifications. CONTRACTOR will be responsible and have full control over all activities as well as safety requirements thereof, for each as-need project awarded.
- I. CONTRACTOR shall notify the Contract Inspector at least twenty-four (24) hours prior to starting the work required by the CONTRACT.
- J. If CONTRACTOR, after having officially started said contract, should discontinue work for any cause, CONTRACTOR shall notify the Contract Inspector of intent to do so, and shall further provide the Contract Inspector with the date that operations will resume.
- K. All work shall be completed to the satisfaction of the RAP Contract Inspector. Work will be considered complete only when signed off by the Contract Inspector. Work shall be performed to the specifications as determined by DEPARTMENT.
- L. Failure to comply with any requirement contained herein may result in suspension of work without extension.
- M. The Contract Inspector must approve any request for subcontracting of work prior to such subcontracting.
- N. CONTRACTOR shall provide equipment and personnel for all tasks.

3.2 SERVICES TO BE PROVIDED BY CONTRACTOR:

Sewer Tie Construction, Retrofit, Maintenance and/or Repair Services include but is not limited to:

- A. Contract administration and construction management
- B. Installation of new sewage line (including sewer connection to Municipal sewer system)
- C. Repair/rehabilitation/extension of an existing sewer line
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#### SECTION 6 - COMPENSATION AND INVOICING

##### 6.1 Compensation

RAP will pay CONTRACTOR an amount for service outlined in the "Notice to Proceed" for each individual project. The total for this contract will not exceed Five Million Dollars (\$5,000,000.00) annually. CITY will monitor this not-to-exceed aggregate total.

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(Signature Page to Follow)

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Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

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

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

VASILJ, INC.

By \_\_\_\_\_

By \_\_\_\_\_  
SECRETARY

Approved as to Form:

MICHAEL N. FEUER  
City Attorney

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

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



CONTRACT

BETWEEN

THE CITY OF LOS ANGELES

DEPARTMENT OF RECREATION AND PARKS

AND

W.A. RASIC CONSTRUCTION CO., INC.

FOR SEWER TIES CONSTRUCTION, RETROFIT, MAINTENANCE AND/OR  
REPAIRS

This CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Los Angeles, a municipal corporation, Department of Recreation and Parks, acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as RAP), and W.A. Rasic Construction Co., Inc. hereinafter referred to as CONTRACTOR.

RECITALS

WHEREAS, RAP owns various facilities and infrastructure throughout the City of Los Angeles and is responsible for the maintenance and improvements for such facilities and infrastructure; and

WHEREAS, RAP requires the services of an experienced and responsible CONTRACTOR to perform Sewer Ties Construction, Retrofit, Maintenance and/or Repairs Services for the DEPARTMENT; and

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WHEREAS, the CONTRACTOR'S response met the minimum requirement for the Sewer Ties Construction, Retrofit, Maintenance and/or Repairs Services component as specified in the RFQ; and

WHEREAS, CONTRACTOR has the necessary equipment and staff who possess sufficient knowledge, expertise, and experience required to provide the necessary services and has indicated its willingness to perform such services; and

WHEREAS, RAP, pursuant to Charter Section 371(e)(2), finds that competitive bidding is not practicable or advantageous as it is necessary for the DEPARTMENT to be able to call on contractors to perform this technical and expert work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; however, from among as needed contractors each individual project is assigned on the basis of availability of an as-needed contractor to perform the work, the price to be charged and the unique expertise of the as-needed contractor; and,

WHEREAS, RAP, pursuant to Charter Section 372 and Los Angeles Administrative Code Section 10.15(a)(2), finds that obtaining competitive proposals or bids for each individual project for which work may be performed pursuant to this agreement is not reasonably practicable or compatible with the DEPARTMENT's interests of having available as-needed contractors who are assigned various projects on the basis of availability, price and expertise and that it is therefore necessary to have several as-needed contractors for this type of service available when called upon by the DEPARTMENT to perform services; and,

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CONTRACTOR – W.A. Rasic Construction Co., Inc., having its principal office located at 4150 Long Beach Blvd., Long Beach, CA 90807.

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Michael A. Shull, General Manager  
Department of Recreation and Parks  
221 N. Figueroa St., Suite 350  
Los Angeles, CA 90012

With copies to:

Jim Newsom, Senior Management Analyst I  
Department of Recreation and Parks  
221 N. Figueroa St., Suite 200  
Los Angeles, CA 90012

Telephone Number: (818) 756-9294  
Fax Number: (818) 908-9786

CONTRACTOR'S representative will be:

Shane Sato  
4150 Long Beach Blvd.  
Long Beach, CA 90807

Telephone Number: (310) 864-0278  
Fax Number: (562) 928-7339

1.3 Notices

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

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

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(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have caused this CONTRACT to be executed by their respective duly authorized representatives.

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

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

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY

Executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_

W.A. RASIC CONSTRUCTION CO., INC.

By \_\_\_\_\_  
PRESIDENT

By \_\_\_\_\_  
SECRETARY

Approved as to Form:

MICHAEL N. FEUER  
City Attorney

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

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



BOARD REPORT

NO. 16-183

DATE August 10, 2016

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: RUNYON CANYON PARK – BASKETBALL COURT IMPROVEMENT SETTLEMENT PROJECT – AUTHORIZATION OF REIMBURSEMENT TO PINK DOLPHIN CLOTHING, LLC FOR DESIGN SERVICES, COMPLETED WORK AND PURCHASED MATERIALS

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

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

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

RECOMMENDATIONS

1. Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee to allocate One Hundred Seventy Two Thousand One Hundred Two Dollars and Sixty-nine Cents (\$172,102.69) to the Runyon Canyon Park – Basketball Court Improvement Settlement Project;
2. Approve the reimbursement of One Hundred Seventy Two Thousand One Hundred Two Dollars and Sixty-nine Cents (\$172,102.69) to Pink Dolphin Clothing, LLC (Pink Dolphin) from Runyon Canyon Park Fund 302, Department 88, Contractual Services Account 3040 for completed work and purchased materials related to the repair and restoration of an existing retaining wall and installation of basketball improvements with ancillary park amenities at the site of an existing concrete court within Runyon Canyon Park, as outlined in the Summary of this Report;
3. Authorize RAP's Chief Accounting Employee to encumber One Hundred Seventy Two Thousand One Hundred Two Dollars and Sixty-nine Cents (\$172,102.69) from Runyon Canyon Park Fund 302, Department 88, Contractual Services Account 3040 for payment to Pink Dolphin Clothing, LLC for completed work and purchased materials related to the repair and restoration of an existing retaining wall and installation of basketball improvements with ancillary park amenities at the site of an existing concrete court within Runyon Canyon Park; and,
4. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report

## BOARD REPORT

PG. 2 NO. 16-183

### SUMMARY

Runyon Canyon Park is located at 2000 North Fuller Avenue in the Hollywood community of the City. This 136.76 acre facility provides open space, hiking trails, and an off-leash dog exercise area for the use of the local community. Approximately 8,055 City residents live within a one half mile walking distance of Runyon Canyon Park. Due to the facilities, features, programs, and services it provides, Runyon Canyon Park meets the standard for a Community Park, as defined in the City's Public Recreation Plan

On November 4, 2015, the Board of Recreation and Park Commissioners (Board) approved a project consisting of the repair and restoration of an existing retaining wall and installation of basketball improvements with ancillary park amenities at the site of an existing concrete court (Project) within Runyon Canyon Park (Report No. 15-223). The Project was originally approved to be funded through a charitable contribution from Pink Dolphin Clothing, LLC (Pink Dolphin) to the Friends of Runyon Canyon Foundation (FORC), at no cost to the Department of Recreation and Parks (RAP) or the City of Los Angeles (City). The Project was to be implemented through a contract between FORC and B&H Holdings, Inc., (dba, Digital Interiors) and through a temporary, revocable Right of Entry Permit (No. 766) issued by RAP.

On June 1, 2016, the Board rescinded its prior approval of the Project, with the exception of work related to the restoration and repair of an existing retaining wall as those repairs were independent from the proposed basketball court project and were needed in order to safely reopen adjacent hiking trails and fire service road (Report No. 16-127).

As was discussed in Report No. 16-127, RAP has been evaluating and reviewing cost estimates and plans for completing the repair of the existing retaining wall. RAP has completed its review and is now requesting approval of a proposed settlement to Pink Dolphin to reimburse them for the geotechnical report, engineering design services, permit activities, partially completed construction work, and purchased materials, and approval of various funding allocations necessary to reimburse Pink Dolphin.

### REIMBURSEMENT TO PINK DOLPHIN

In an effort by RAP to reimburse Pink Dolphin for their expenditures, RAP met with Pink Dolphin and Digital Interiors, the project contractor, and reviewed all documents including the initial and revised project proposals, invoices, and proof of expenditures.

Based on the documents provided by Pink Dolphin, RAP reviewed and evaluated the project deliverables and the percentage of completed construction work for the proposed improvements and amenities performed by the Digital Interiors.

## BOARD REPORT

PG. 3 NO. 16-183

Based on our review, RAP acknowledges the expenditure of One Hundred Twelve Thousand Three Hundred Forty-Seven Dollars and Fifty-Five Cents (\$112,347.55) for various geotechnical, engineering design and permit activities which will be turned over for RAP use.

In addition, Digital Interior completed approximately 25% of the construction work consisting of demolition, material purchases and partial completion of the retaining wall. Prior to payment to Pink Dolphin, Digital Interiors shall deliver the following material purchases to RAP:

- 10 Foot Chain Link Material for the Perimeter of the Facility; and
- Basketball Court Materials including Poles and Backboards.

These materials will be used at other RAP facilities. The estimated value of the completed construction work plus the identified materials above is Fifty Nine Thousand Seven Hundred Fifty-Five Dollars and Fourteen cents (\$59,755.14).

RAP and Pink Dolphin are in agreement for the total payment of One Hundred Seventy-Two Thousand One Hundred Two Dollars and Sixty-Nine Cents (\$172,102.69) contingent upon the Board's approval.

### TREES AND SHADE

The approval of this project will have no impact on existing trees or shade at Runyon Canyon Park, and no new trees or new shade are proposed to be added to Runyon Canyon Park as a part of this project.

### ENVIRONMENTAL IMPACT STATEMENT

Staff has determined that the subject project is a continuation of an existing project approved on November 4, 2015 (Report No. 15-223) that is exempted from the California Environmental Quality Act (CEQA) [Article III, Section 1(y), Class 11, Category(s) 3 and 6 of the City's CEQA Guidelines]. The work funded by the current Board action will not result in any additional environmental impacts, and therefore, is covered by the existing CEQA exemption. No additional CEQA documentation is required.

### FISCAL IMPACT STATEMENT

Approval of this Report will have negative impact on the RAP's General Fund.

The maintenance of the proposed park improvements can be performed by current staff with no overall impact to existing maintenance service at this facility.



BOARD REPORT

PG. 4 NO. 16-183

This Report was prepared by Cathie Santo Domingo, Superintendent, and Darryl Ford, Senior Management Analyst I, Planning, Construction and Maintenance Branch, Department of Recreation and Parks.

LIST OF ATTACHMENTS

1. Report No. 15-223
2. Report No. 16-127

APPROVED  
NOV 04 2015

BOARD OF RECREATION  
& PARK COMMISSIONERS

REPORT OF GENERAL MANAGER

NO 15-223

DATE November 04, 2015

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: RUNYON CANYON PARK – CONDITIONAL PROJECT APPROVAL FOR THE REFURBISHMENT OF AN EXISTING CONCRETE COURT; EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

R. Barajas  
H. Fujita  
\*V. Israel



K. Regan  
N. Williams

\_\_\_\_\_  
\_\_\_\_\_



General Manager

Approved  \_\_\_\_\_  
As Amended \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS:

That the Board:

1. Approve the proposed project to refurbish the existing concrete court (Court) at Runyon Canyon Park (Park);
2. Approve the inclusion of the Donor's corporate logo on the Court, and the installation of recognition signage as described and illustrated in the Summary of this Report, in accordance with the Department of Recreation and Parks (RAP) Sponsorship Recognition Policy;
3. Authorize Staff to issue a temporary, revocable Right Of Entry Permit (ROE) to Friends of Runyon Canyon Foundation (FORC) and their general contractor, B&H Holdings, LLC, dba, Digital Interiors (Contractor), authorizing access to the Court for the installation of the Court Improvements, conditioned upon the Contractor providing RAP's Planning, Construction, and Maintenance Branch (PCM) with proof of all required project approvals, including but not limited to, Building & Safety plan-check approvals and applicable permits; and,
4. Find that the project is exempt from the California Environmental Quality Act.

## REPORT OF GENERAL MANAGER

PG. 2

NO15-223

SUMMARY:

In July of 2014, RAP received an unsolicited proposal from Mr. Neima Khaila, CEO of Pink Dolphin Clothing, LLC (Donor), a Southern California based clothing manufacturer and distributor with retail stores in Los Angeles and San Francisco, for the proposed refurbishment of the existing concrete court (Court) at Runyon Canyon Park (Park) as an outdoor basketball court, at no cost to the City of Los Angeles (City). The Park, located at 2000 N. Fuller Avenue, Los Angeles 90046, in the community of Hollywood, is an un-staffed, 136.76 acre rural, park with a 90 acre off-leash dog park, an open space turf-area, and hiking trails.

The subject concrete court was not constructed by the City or RAP, but rather was developed by one of the private property owners, and used as a tennis court. In 1984, the property was acquired by the Santa Monica Mountains Conservancy and the City for park purposes.

Following RAP's receipt of the Donor's proposal, staff initiated discussions with the Fourth Council District office (CD-4), and the Friends of Runyon Canyon Foundation (FORC) who presently have a Memorandum of Understanding (MOU) with RAP for fundraising, project proposals, and community surveys. Staff received positive support from FORC and the current and prior CD-4 administration. This was followed by the Partnership Division and the Planning, Construction and Maintenance Branch (PCM) having discussions with FORC, the Donor, and the Donor's geo-technical consultant and design consultant, regarding project design, logistics and planning. Upon determining that the project would be feasible, the proposed project was presented to the Board's Facility Maintenance and Repair Task Force on March 4, 2015, which also generated positive feedback and support for further evaluation.

The proposed Court refurbishment includes the replacement of an existing retaining wall which is currently leaning and failing, leveling and resurfacing of the concrete court with non-slip material and court lines; demolition and removal of existing, fallen chain-link fencing, replacement of fencing with the installation of new ten (10) foot high, coated fencing around the perimeter of the Court; installation of basketball equipment consisting of two (2) eight (8) inch (7 gauge) regulation height poles with overhang fixtures, tempered-glass backboards and heavy duty goals; installation of a new drinking fountain with related plumbing and connections which will serve both people and dogs; all collectively referred to in this report as "Court Improvements" and valued up to approximately \$252,708.00. The proposed Court Improvements described by the project specifications, dated July 28, 2015, and attached to this report as Exhibit A, are to be installed at no direct cost to the City, pursuant to Plans approved by PCM, and funded by the Donor. The value of the Donor's donation to FORC includes the cost of the drinking fountain which is \$9,800.00. The funding to purchase the drinking fountain is being provided to the Donor by AQUAhydrate, Inc. ("Aquahydrate"). Aquahydrate is a Los Angeles based health & fitness company that produces an alkaline and electrolyte mineral water

## REPORT OF GENERAL MANAGER

PG. 3

NO. 15-223

product. Aquahydrate's contribution to the proposed project was made possible through the Donor's working relationship with Aquahydrate.

In addition to the proposed Court Improvements, the Donor has also offered to provide RAP with maintenance funding on an annual basis for a period of ten (10) years, in an amount to be determined by RAP Maintenance staff. The terms and conditions under which the maintenance funds will be provided to RAP will be stipulated in a maintenance agreement between RAP and the Donor, subject to the approval of the Board. RAP Maintenance staff are supportive of this offer, as the proposed maintenance funds will help to ensure the continued upkeep of the Court Improvements.

To convey RAP's appreciation for the Donor's contribution and proposed future support of the Court through annual maintenance funds, staff recommends that the Pink Dolphin corporate logo be authorized to be included on the Court, and that appropriate recognition signage be included as part of the Court's design in appreciation of Pink Dolphin and Aquahydrate; in accordance with the RAP Sponsorship Recognition Policy which allows for the placement of sponsor logos at center-court. Attached as Exhibit B is a Concept Design Rendering illustrating the proposed Court Improvements, and attached as Exhibit C are the proposed the sponsorship recognition signs in accordance with the RAP Sponsorship Recognition Policy, recognizing the Donor and Aquahydrate for their project contributions.

As part of RAP's due diligence in further evaluating the proposed project's feasibility, staff requested that the Donor contract the services of a certified geotechnical consultant at the Donor's sole expense, to perform a geo-technical soils study and report for the retaining wall portion of the project. The report was performed and completed in May 2015, and reviewed by PCM. The Geology and Soils Report was approved by the Department of Building and Safety Grading Division, with a copy of the report approval letter (dated July 20, 2015) and full report subsequently provided to PCM for review and consideration.

With the Board's approval of the project as described in this Report, FORC will proceed to contract directly with B&H Holdings, LLC, dba "Digital Interiors" (Contractor) for the implementation of the Court Improvements and making invoice payments directly to the Contractor with funds provided by the Donor's charitable contribution. The project will commence in coordination with, and under the oversight of PCM, contingent upon Contractor securing all necessary project approvals and permits. Upon PCM's receipt of Contractor's proof of such approvals and/or permits, RAP will issue a Right of Entry Permit (ROE) to FORC and the Contractor, stipulating the requirements and instructions, including hours of operation, insurance, and indemnification of the City, for Contractor's access to the Court and certain areas of the Park required for ingress-egress and staging (See project area attached as Exhibit D). The ROE will stipulate that any project change-orders will require review and approval by PCM prior to implementation, and any funding shortfalls shall be the responsibility of the Donor. Following

## REPORT OF GENERAL MANAGER

PG. 4

NO. 15-223

the completion of the Court Improvements, PCM shall perform a post-development inspection to ensure the acceptability of the completed Court Improvements. Upon confirmation from PCM that the Court Improvements were satisfactorily completed, a gift agreement (Agreement) will be provided for the Board's approval and acceptance of the completed project will be requested.

ENVIRONMENTAL IMPACT STATEMENT:

The proposed Court Improvements at Runyon Canyon Park will consist of the repair and replacement of the existing concrete court, installation of basketball improvements and ancillary park amenities through a charitable donation from a Donor. Therefore, the project is Categorically Exempt from the California Environmental Quality Act (CEQA), pursuant to Article III, Section 1(y), Class 11, Category(s) 3 and 6 of the City CEQA Guidelines.

FISCAL IMPACT STATEMENT:

The proposed project has no fiscal impact to the RAP General Fund, as the Court Improvements will be constructed and installed through a charitable contribution from Pink Dolphin Clothing, LLC, referred to herein as "Donor". The future maintenance of the Court Improvements will be addressed through a Donor proposed ten (10) year maintenance agreement, subject to mutually acceptable terms between RAP and the Donor, and subject to the Board's approval.

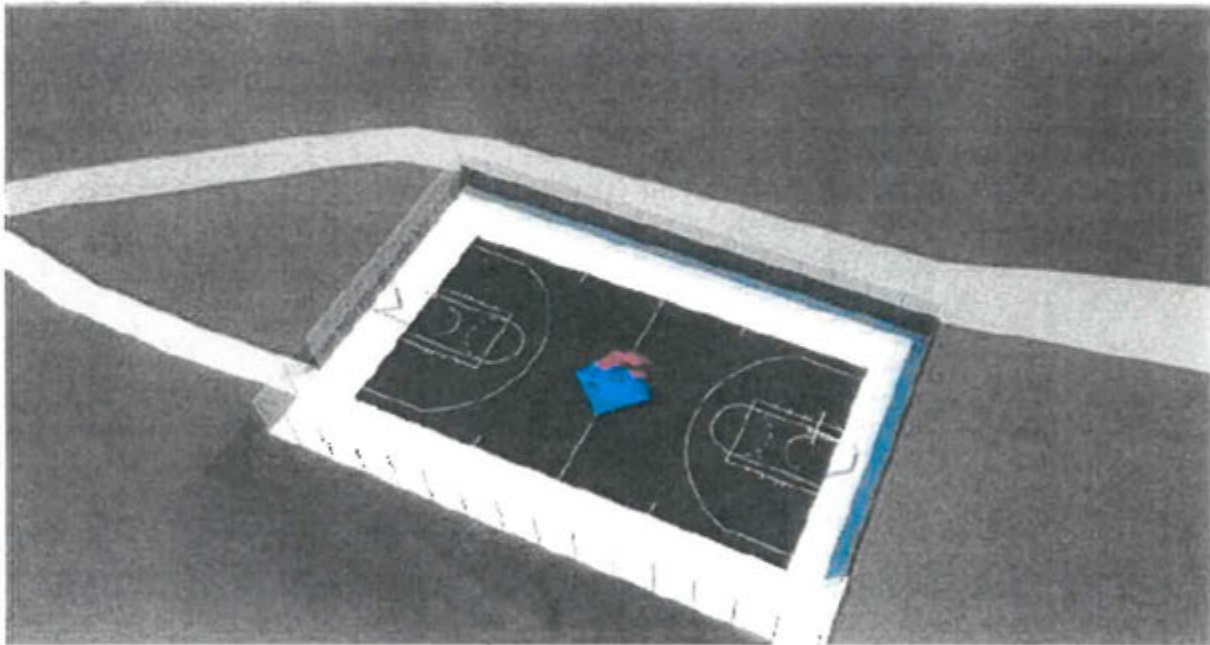
This Report was prepared by Joel Alvarez, Senior Management Analyst II, Partnership Division.

Exhibit A

Project Proposal and Specifications

**Runyon Canyon Basketball Facility**

**Pink Dolphin**



Presented By:



Digital Interiors- Contractors License # 968742

-Insurance & Workmans Compensation Information Available Upon Request-

16135 Wyandotte St.  
Van Nuys, CA 91406 USA  
818.475.7675  
[www.digitalinteriors.com](http://www.digitalinteriors.com)

Modified: 7/28/2015

Rev sion: 0



# System Summary

Plans and Permitting	\$27,000.00
Retaining Wall	\$122,534.24
Fencing	\$27,240.10
Surfacing	\$36,098.90
Equipment	\$5,998.00
Labor	\$23,436.20
Plumbing	\$9,800.00
<b>Grand Total:</b>	<b>\$252,107.44</b>

## Plans and Permitting

### Basketball Facility



1	<b>Digital Interiors Construction- Renderings/Plans/Permits</b> Plans and Renderings Engineering- Site Survey, Soil Inspection, Geological Survey Permitting and Inspections	\$27,000.00
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<b>Basketball Facility Total:</b>	\$27,000.00
<b>Plans and Permitting Total:</b>	\$27,000.00

**Retaining Wall**

**Basketball Facility**



1	<b>Digital Interiors Construction-Demolition</b> Removal of Existing Retaining Wall - Excavation - Dump Truck Rental Required	\$24,525.99
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1	<b>Digital Interiors Retaining Wall</b> Installation of New Retaining Wall	\$98,008.25
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<b>Basketball Facility Total:</b>	<b>\$122,534.24</b>
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<b>Retaining Wall Total:</b>	<b>\$122,534.24</b>
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**Fencing**

**Basketball Facility**



1	<b>Digital Interiors Fencing/walls</b> Installation of 10' Chain Link Fencing for the Perimeter of the Facility *****See Project Specs Document	\$27,240.10
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<b>Basketball Facility Total:</b>	<b>\$27,240.10</b>
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<b>Fencing Total:</b>	<b>\$27,240.10</b>
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**Digital Interiors Fencing/walls**

Chain Link Fencing is coated in PermaCoat Powder Coating.

The base coat is an epoxy moisture barrier which is thermally renowned for its outstanding corrosion resistance. The polyester top coat with enhanced UV resistance for maintenance-free enjoyment. Available in Black and Green. Prevents cracking peeling, chipping and corroding.

## Surfacing

### Basketball Facility



1	<b>Digital Interiors Black Top with Custom Paint</b> Prepare Space for Blacktop: Excavation, Leveling, Framing Installation of Blacktop Custom Paint of Basket Ball Court with Custom Pink Dolphin Logos Slip Resistant Paint *****See Project Specs Document	\$36,098.90
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<b>Basketball Facility Total:</b>	\$36,098.90
<b>Surfacing Total:</b>	\$36,098.90

## Advanced Basketball and Sport surface systems for indoor and outdoor athletic facilities

Acrylotex is a high performance **basketball court** and sport surface system made for both indoor and outdoor use. Incorporating years of sports surface manufacturing and field experience with the most recent advancements in material technology to ensure a safe and comfortable surface, Acrylotex is ideal for both competitive basketball and multi-sport courts as well as outdoor courts.

Acrylotex's textured surface designs deliver unparalleled grip performance in game play, allowing greater control and safety when jumping and turning in close proximity

### ACRYLOTEX LA - Standard texture court surface

Basketball requires excellent slip resistance and durability in high traffic areas. The finer texture provides great surface traction for superior control and pliability. System components include

- Standard Surface preparations
- Acrylotex MA - to provide a uniform underlayment and application
- Acrylotex LA - a highly pigmented, UV resistant coating incorporated with a fine textured finish

Ideal for both indoors or outdoors court surfaces.

**Equipment**

**Basketball Facility**



2	<p><b>Digital Interiors Basketball Goal</b></p> <p>Regulation-sized tempered glass backboard - Same exact piece of glass used all the way up to the NBA level.</p> <p>Rigid 8" pole - A massive one-piece 7 ga. square pole is unsurpassed!</p> <p>Regulation overhang - The beefy 5' overhang allows for regulation play and keeps the pole out of play.</p> <p>Safe - Includes high-quality pole &amp; gusset safety padding. *****See Project Specs Document</p>	\$5,998.00
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<b>Basketball Facility Total:</b>	<b>\$5,998.00</b>
<b>Equipment Total:</b>	<b>\$5,998.00</b>

Bring an authentic arena feel to the backyard with the Spalding® 72" Glass Arena View H Series Basketball Hoop. An H-frame bracket securely holds the steel framed tempered glass backboard in place for a stable surface with superior rebounding. An ergonomically designed right angle U-Turn Pro system allows for simple height adjustment and welded gussets and an anchor bolt mounting system ensure your system will stay safely in place.

**FEATURES:**

- Backboard dimensions: 72" width x 42" height x .375" depth
- 1" x 2" steel framed tempered glass backboard
- H-frame board bracket for improved stability
- Superior rebound
- Pro style extruded aluminum trim
- Authentic arena view main court backstop look with 4 corner Z-Arm mount
- Competition style 4" x 5" rim with residential positive lock residential breakaway rim
- Heavy duty wraparound support with continuous rim
- Ergonomically designed right angle U-Turn Pro system easily adjusts rim from 7' to 10'
- Interior safety stop prevents board from being lowered below 6' 6"
- Crank handle can be removed to prevent tampering
- 1-piece, 6" square pole made of 0.1875" steel
- Premium pole pad included
- Spalding



**Plumbing**

**Basketball Facility**

1	<b>Digital Interiors Custom Fountain</b> Water Drinking Fountain to be purchased by Pink Dolphin. - Plumbing and Integration to be performed by Digital Interiors *****See Project Specs Document	\$9,800.00
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<b>Basketball Facility Total:</b>	<b>\$9,800.00</b>
<b>Plumbing Total:</b>	<b>\$9,800.00</b>

**Miscellaneous Items:**

1	Discount Custom Drinking Fountain - Gift Value	(\$9,800.00)	(\$9,800.00)
<b>Miscellaneous Items Total:</b>			<b>(\$9,800.00)</b>

Outdoor tubular pedestal bottle filler ideal for parks and recreational areas. Powder-coated exterior over a corrosion-resistant primary coating to provide protection from the elements.

Finish	Powder Coat (16 Color Options)
Features	Heavy Duty Vandal-Resistant
Power	No Electrical Required
Bubbler Style	Vandal-Resistant
Mounting Option	Floor Mount/Freestanding
Chilling Option	Non-refrigerated
Installation Location	OUTDOOR
No. of Stations	Two Station
Bottle Filling Station Dimensions	
	L: 26"
	W: 31"
	H: 64"
Shipping Weight	205 lbs
Product Compliance	<ul style="list-style-type: none"> <li>• ADA</li> <li>• UL 399</li> <li>• NSF 61</li> <li>• NSF 372 (lead free)</li> <li>• CAN/CSA 22.2 120</li> <li>• Buy American Act</li> <li>• ASME A112.19.3/CSA B45.4</li> </ul>

Plumbing Line Installation to follow Park's and Recreational Guidelines



**Digital Interiors- Contractors License # 968742**

**Project Summary**

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<b>Equipment:</b>	<b>\$228,671.24</b>
<b>Labor:</b>	<b>\$23,436.20</b>
<b>Sales Tax:</b>	<b>\$3,788.72</b>
<b>Misc. Items:</b>	<b>(\$9,800.00)</b>
<b>Grand Total:</b>	<b>\$246,096.16</b>



November 4, 2015

Partnership Division

**Revision to Runyon Canyon Park Report No. 15-223, Exhibit B and Exhibit C:**

Staff recommends the following changes to Exhibit B and Exhibit C of Report No. 15-223, and that such changes be incorporated into the proposed project design in order to better conform to legal requirements and park purposes:

**Exhibit B – Concept Design Renderings:** That the recognition plaque and pedestal depicted in the top illustration be removed from the project design; and that the text in the center illustration which reads "LEGENDS AT OUR CRAFT", be removed from the center-court logo design.

**Exhibit C – Recognition Signage:** That the Pink Dolphin signage at the top of the Exhibit be redesigned to be a traditional sign and not in the form of a plaque, which sign will include "THANKS AND ACKNOWLEDGES" instead of "THANKS". This sign will be placed on the fence or wall at the entrance to the Court; and that the bottom Aquahydrate sign include, "THANKS AND ACKNOWLEDGES", instead of "THANKS AND APPRECIATES".

With the Board's concurrence, such changes will be incorporated into the Court design and implemented by the project contractor in coordination with Planning Construction and Maintenance Staff and the Friends of Runyon Canyon.

Exhibit B

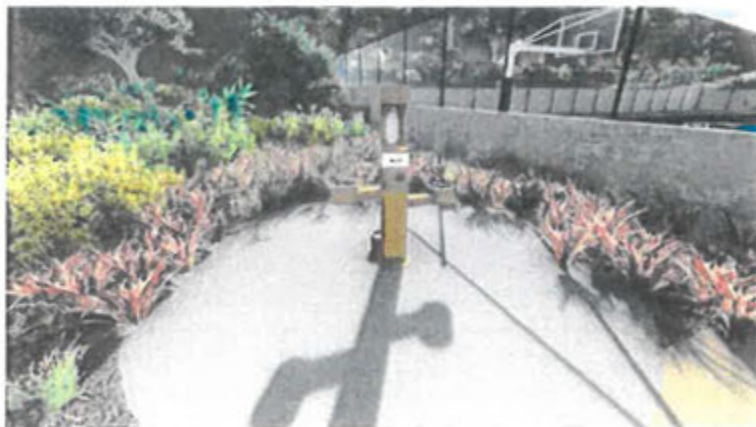
Concept Design Rendering



Remove Pedestal and install sign on wall or fence



Remove "Legends at Our Craft,"  
"Pink Dolphin" and graphic to remain.



Note: See Exhibit C for Drinking Fountain Recognition Signage detail.

Exhibit C

Recognition Signage



- Recognition Plaque Dimensions: 6" x 14"



*Insert:  
"and Acknowledges"*

*Replace with:  
"Acknowledges"*

- Drinking Fountain Recognition Signage Dimensions: Approx. 6" x 8"

City of Los Angeles  
Department of Recreation and Park

Runyon Canyon Court Refurbishment:



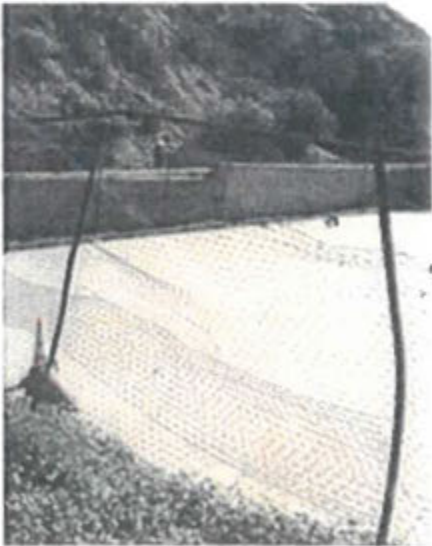


Exhibit D

Runyon Canyon Court Aerial Site Map,  
Retaining Wall, and Existing Fencing



Tennis Court



APPROVED  
06-01-2016

DEPARTMENT OF RECREATION  
& PARK COMMISSIONERS

**BOARD REPORT**


NO. 16-127

DATE: June 01, 2016

C.D. 4

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: RUNYON CANYON PARK - RESCISSION OF APPROVAL FOR THE INSTALLATION OF BASKETBALL COURT IMPROVEMENTS AND ANCILLARY PARK AMENITIES WITH THE EXCEPTION OF WORK RELATED TO RESTORATION AND REPAIR OF EXISTING RETAINING WALL

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

  
General Manager

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

RECOMMENDATION

Rescind the Board's prior approval of for the installation of basketball court improvements with recognition signage, and ancillary park amenities such as a drinking fountain and fencing at the site of the existing concrete court, with the exception of work related to the restoration and repair of an existing retaining wall at Runyon Canyon Park. (Board Report No. Report No. 15-223).

SUMMARY

On November 4, 2015, the Board approved a project consisting of the repair and restoration of an existing retaining wall and installation of basketball improvements with ancillary park amenities at the site of an existing concrete court within Runyon Canyon Park (collectively, "the Project"). The Project was approved to be funded through a charitable contribution from Pink Dolphin Clothing, LLC (Pink Dolphin) to the Friends of Runyon Canyon Foundation (FORC), at no cost to the Department of Recreation and Parks (RAP) or the City of Los Angeles (City). The Project was to be implemented through a contract between FORC and B&W Holdings, Inc., (dba, Digital Interiors) and through a temporary, revocable Right of Entry Permit (No. 766) issued by RAP. The Board conditionally approved the Project contingent upon plans and specifications being approved by RAP's Planning, Construction and Maintenance Branch (PCM), and all required permits being obtained by FORC's selected contractor. There are no executed agreements for this Project between RAP and FORC or Pink Dolphin.

In addition to the restoration of an existing retaining wall in need of repair and replacement, the Project also included leveling and resurfacing the existing concrete court with non-slip material and court lines; demolition and removal of existing, fallen chain-link fencing; replacement of



## BOARD REPORT

PG. 2

NO. 16-127

fencing with the installation of new ten-foot high, coated fencing around the perimeter of the Court; installation of basketball equipment consisting of two (2) eight-inch (7 gauge) regulation height poles with overhang fixtures, tempered-glass backboards and heavy duty goals; installation of a new drinking fountain with related plumbing and connections; and the placement of a recognition logo on the court surface and installation of recognition signage.

On or about April 18, 2016, Citizens Preserving Runyon, an unincorporated association, and others, filed a lawsuit challenging the CEQA process performed by RAP for this project (Los Angeles Superior Court Case No. BS 161761). Additionally, there have been several community concerns expressed to the City related to the community engagement process for this project.

On or about May 17, 2016, FORC notified the City that after much review and input from park users, neighbors and stakeholders, FORC recommended that the basketball court Project be cancelled. RAP has also determined that it is in RAP's best interest to rescind and terminate the Board's prior action to approve the basketball court portion of the Project, including the installation of recognition signage and ancillary park amenities (fencing and drinking fountain). RAP acknowledges the necessity to obtain broader community input and/or environmental review should decisions be made regarding proposed future improvements or engaging other existing or proposed sponsorship funded projects at Runyon Canyon Park; however, The Department greatly appreciates and commends the donor's generous intentions to support park improvements at Runyon Canyon Park.

RAP's recommended rescission does not include the repairs to the existing retaining wall. The retaining wall repairs are independent from the proposed basketball court project and are needed in order to safely reopen adjacent hiking trails as well as a key fire service road. For these reasons staff recommends that the critical on-going retaining wall restoration be completed.

For the reasons set forth above, RAP recommends that the Board rescind its prior approval of Report No. 15-223 for the installation of basketball court improvements with recognition signage, and ancillary park amenities such as a drinking fountain and fencing at the site of the existing concrete court, with the exception of work related to the restoration and repair of the retaining wall. RAP is currently evaluating and reviewing cost estimates and plans for completing the remaining wall work and will soon bring those to the Board for approval, including information on the work completed to date and requests for funding allocations or mechanisms necessary to finish the remaining work.

FISCAL IMPACT STATEMENT

There is no fiscal impact to the RAP General Fund associated with the Board's rescission of its

BOARD REPORT

PG. 3

NO. 16-127

prior action pending requests and evaluations for future allocations of funding needed to complete the retaining wall.

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



**BOARD REPORT**

NO. 16-184

DATE August 10, 2016

C.D. 11

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: WESTMINSTER SENIOR CITIZEN CENTER – MINOR MAINTENANCE AND FACILITY IMPROVEMENTS PROJECT; ISSUANCE OF TEMPORARY RIGHT-OF-ENTRY PERMIT TO THE LOS ANGELES HOMELESS SERVICES AUTHORITY FOR A TEMPORARY STORAGE FACILITY FOR THE STORAGE OF THE PERSONAL BELONGINGS OF HOMELESS PERSONS AND HOMELESS SERVICE INFORMATION CENTER; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTION 15301, CLASS 1(A) AND SECTION 15303, CLASS 3(C) OF THE STATE CEQA GUIDELINES

AP Diaz	_____	V. Israel	_____
<i>fur</i> R. Barajas	<i>CSD</i>	K. Regan	_____
H. Fujita	_____	N. Williams	_____

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

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

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RECOMMENDATIONS

1. Approve the proposed Minor Maintenance and Facility Improvements project (Project) for the Westminster Senior Citizen Center as described in the Summary of this Report;
2. Authorize the General Manager or Designee to issue a Temporary Right-of-Entry Permit to the Los Angeles Homeless Services Authority for the purpose described in the Summary of this Report;
3. Find that the proposed Project is categorically exempt from the California Environmental Quality Act (CEQA)
4. Direct Staff to file the Notice of Exemption (NOE) within five working days of approval; and,
5. Direct the Chief Financial Officer to authorize a check to the Los Angeles County Clerk in the amount of \$75 for filing the NOE.

## BOARD REPORT

PG. 2 NO. 16-184

### SUMMARY

The Westminster Senior Citizen Center (Center) is in a single-story building located within the 2.24 acre Westminster Park at 1234 South Pacific Avenue in Venice, California (see Exhibit 1). The Westminster Dog Park is also co-located within Westminster Park. Historically, the Center provided various activities for seniors and a nutrition program provided lunch to the seniors. Several clubs and card players used the Center. In 2010, the nutrition program was relocated to another senior center due to declining numbers. A few clubs and card players remained and continued to use the Center. Over time, dog walkers and homeless persons used the Center as well.

Due to the age of the building constructed in 1973, Department of Recreation and Parks (RAP) staff is recommending that certain minor maintenance related work and facility compliance work be done to the Center. The proposed scope of work consists of minor maintenance and facility modifications to the building, asbestos abatement and termite fumigation, ADA modifications to the restroom doors and fixtures, installation of ramp at the entrance to the main walkway for path of travel, minor repairs to other concrete walkways around the building, and general maintenance such as cleaning and painting (see Exhibit 2).

The estimated cost for the proposed scope of work is approximately Five Hundred Thousand Dollars (\$500,000.00).

On June 24, 2016, the City Council approved the City Administrative Officer (CAO) 2015-16 Fourth Construction Projects Report. This Report included a recommendation to transfer Three Hundred Thousand, One Hundred Sixty Dollars (\$300,160.00) of residual funds from various accounts within the Sites and Facilities Fund to the RAP's Deferred Maintenance Account. The CAO's Office has assured RAP staff that additional funds to complete the proposed scope of work will be identified and made available to RAP in the near future. The proposed work will be completed by RAP staff and on-call contractors.

Upon the completion of the proposed maintenance and repair activities, RAP staff will issue a temporary Right-of-Entry Permit to the Los Angeles Homeless Services Authority (LAHSA) to use a portion of the Center for the storage of personal belongings of homeless persons and as a homeless services information center. LAHSA will hire a contractor or service provider to manage and operate the homeless storage facility and service information center. The temporary Right-of-Entry Permit will have a term of one year. All costs for the set-up, operation and maintenance of the storage and information center will be the responsibility of LAHSA and/or its contractor/service provider.

Homeless persons in need of various off-site homeless services, such as housing, food, and medical and dental services, would be able to obtain information at the site. In addition, the Center would provide access to the on-site restroom facilities and temporary on-site storage of personal belongings in bins to accommodate their use of the outside services. The public restrooms would be available for use. However, there would be no overnight accommodations, showering or food service at the Center.

## BOARD REPORT

PG. 3 NO. 16-184

Temporary on-site storage occurs in two ways. The first is a Seven-Day Voluntary Storage. Persons are allowed to voluntarily store their belongings in a storage bin for a maximum of seven days (see Exhibit 3). If the belongings are not claimed within seven days, the belongings are transferred to another area that is under a second category called a 90-Day Mandatory Storage (see Exhibit 4). The service provider is required to keep the belongings up a maximum of 90 days. If the belongings are not claimed within the 90-day period, the belongings will be discarded.

The temporary on-site storage and information center will occupy the portion of the Center as depicted on Page 8 of Exhibit 2. Park users will continue to have access to the restrooms and lobby area of the Center, as well as the rest of the Westminster Park.

### CEQA CLEARANCE

The Project at the site consists of the conversion of an existing small structure from one use to another where only minor modifications and alterations are made in the interior and exterior of the structure; and, the operation, repair, maintenance, and permitting of that existing public structure, involving negligible or no expansion. Therefore, Staff recommends that the Board make a determination that the proposed Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Article 19, Sections 15301 and 15303 of the State CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk within five working days upon approval.

### TREES AND SHADE

As described above and illustrated on Exhibit 2, no trees will be removed or affected by the minor maintenance and ADA related work. It is anticipated that no tree shade will be affected as well.

### FISCAL IMPACT STATEMENT

As stated in this Report, the proposed minor maintenance and ADA related improvements will cost approximately \$500,000.00. Of this amount, \$300,160.00 will be transferred to the RAP's Deferred Maintenance Account in accordance with the City Council's approval of the CAO's 2015-16 Fourth Construction Projects Report. The CAO has assured RAP staff that additional funds to complete the aforementioned scope of work will be made available. Any and all costs related to the set-up, operation, and maintenance of the proposed temporary homeless storage and information center will be the responsibility of the LAHSA and/or its contractor/service provider.

This Report has been prepared by Cid Macaraeg, Senior Management Analyst II, Planning, Construction and Maintenance Branch.



## BOARD REPORT

PG. 4 NO. 16-184

### LIST OF ATTACHMENTS/EXHIBITS

- 1) Draft Notice of Exemption and CEQA Categorical Exemption Supporting Analysis
- 2) Exhibit 1: Project Location
- 3) Exhibit 2: Project Plans
- 4) Exhibit 3: Seven-Day Voluntary Storage Bin
- 5) Exhibit 4: 90-Day Mandatory Storage Shelves
- 6) Exhibit 5: Photographs of Homeless Activity and Dog Walkers at Westminster Park
- 7) Exhibit 6: Top 15 Census Tracts by Density of Unsheltered Persons

# Attachment 1

COUNTY CLERK'S USE

CITY CLERK'S USE

CITY OF LOS ANGELES  
OFFICE OF THE CITY CLERK  
ROOM 395, CITY HALL  
LOS ANGELES, CALIFORNIA 90012  
CALIFORNIA ENVIRONMENTAL QUALITY ACT

## NOTICE OF EXEMPTION

(Article III, Section 3, City CEQA Guidelines)

FORM RP 1-1-91

Submission of this form is optional. This form shall be filed with the County Clerk, 12400 East Imperial Highway, Norwalk, California 90650, pursuant to Public Resources Code Section 21152(b). Pursuant to Public Resources Code Section 21168(d), the filing of this notice starts a 35-day statute of limitation on Court challenges to the approval of the project. Failure to file this notice with the County Clerk results in the statute of limitation being extended to 180 days.

**LEAD CITY AGENCY AND ADDRESS:** Department of Recreation and Parks,  
221 N. Figueroa Street, Suite 400, Los Angeles, CA 90012

**COUNCIL DISTRICT:**  
11

**PROJECT TITLE:** WESTMINSTER PARK—Conversion of Westminster Senior  
Citizen Center to a Homeless Service Center

**LOG REFERENCE:**

**PROJECT LOCATION:** 1234 Pacific Avenue, Venice CA

### DESCRIPTION OF NATURE, PURPOSE, AND BENEFICIARIES OF PROJECT:

The proposed project consists of minor maintenance and ADA modifications to the Westminster Senior Citizen Center building, minor asbestos abatement and termite fumigation, ADA modifications to the restroom doors and fixtures, installation of an ADA ramp at the entrance to the main walkway for path of travel, minor repairs to other concrete walkways around the building, and general maintenance such as cleaning and painting. Upon completion, a portion of the Center would be used for the storage of personal belongings of homeless persons, access to restrooms, and as a homeless services information. The beneficiaries of the project would be the homeless in the Venice area.

**CONTACT PERSON:**  
PAUL DAVIS

**AREA CODE**  
213

**TELEPHONE NUMBER:**  
202-2667

**EXT.**

### EXEMPT STATUS: (Check One)

- DECLARED EMERGENCY  
 EMERGENCY PROJECT  
 MINISTERIAL PROJECT  
 CATEGORICAL EXEMPTION  
 GENERAL EXEMPTION  
 STATUTORY EXEMPTION

### CITY CEQA GUIDELINES

Art. II, Sec. 2a(1)  
Art. II, Sec. 2(a)(2)(3)  
Art. II, Sec. 2b  
Art. II, Sec. 2(c) See Below  
Art. II, Sec. 2(d)  
Art. II, Sec. 2(i)

### STATE CEQA GUIDELINES

ART. 18, Sec. 15269(a)  
ART. 18, Sec. 15269(b)(c)  
ART. 18, Sec. 15268  
ART. 19, Sec. 15300 -15332  
ART. 18, Sec. 15262  
ART. 18, Sec. 15282

### Class

1  
3

### Category

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### (State CEQA Guidelines)

Art. 19, Sec(s). 15301(a)  
Art. 19, Sec(s). 15303(c)  
Art. III, Sec(s). \_\_\_\_\_  
Art. III, Sec(s). \_\_\_\_\_

OTHER (See Public Resources Code Sect. 21080(b) and set forth in state & city guidelines provisions)

### JUSTIFICATION FOR PROJECT EXEMPTION:

The project would consist of the operation, repair, maintenance, permitting, or minor alteration of existing public structures, facilities, involving negligible or no expansion of use; and, the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure.

### IF FILED BY APPLICANT, ATTACH CERTIFIED DOCUMENT OF EXEMPTION FINDING

**SIGNATURE:**  
PAUL DAVIS, Environmental Supervisor II

**DATE:**  
August 10, 2016

**FEE \$75.00**

**RECEIPT NO.**

**REC'D. BY:**

**DATE:**

**WESTMINSTER SENIOR CENTER  
RECREATION AND PARKS DEPARTMENT**

**TEMPORARY HOMELESS STORAGE FACILITY, RESTROOMS,  
AND SERVICES INFORMATION PROJECT**

**CEQA CATEGORICAL EXEMPTION SUPPORTING ANALYSIS**

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**PROJECT DESCRIPTION**

Project Activities

The proposed Project consists of the following activities:

- Minor building maintenance to the existing Center
- Certain upgrades compliant with the American with Disabilities Act (“ADA”) to interior and exterior of the Center
- Minor asbestos abatement and termite fumigation
- Conversion of a portion of the existing Center to use as a temporary homeless storage facility operated by a contractor, for a period of one year, with access to restrooms by the homeless and provision of information to the homeless about supportive services available at other locations

Project Location

The proposed Project is located at the existing Westminster Senior Center building (“Center”) in Westminster Park (“Park”). The Center is a 2,800 square foot (“SF”) single-story building constructed in 1973, located within the 2.24 acre Westminster Park, at 1234 South Pacific Avenue in Venice, California (see Exhibit 1). The Center fronts on Pacific Avenue. It is comprised of a large multi-purpose room, a lobby, a small office, a kitchenette, and two restrooms. The fenced-in 0.8 acre Off-Leash Westminster Dog Park, which opened in 1999, is also co-located within Westminster Park. The Park is located about two blocks from the Pacific Ocean and the Venice Boardwalk.

Project Purpose

The purpose of the proposed Project is to do ADA upgrades and building maintenance to the existing Center and to provide, through a contractor, a temporary voluntary storage facility at the existing Center where, for a one year period, the homeless may store their belongings, access restrooms, and receive information on homeless supportive services available at other locations.

Local Conditions in Project Vicinity

According to recent and past survey data, the Venice area has a large homeless population within the City of Los Angeles. Supporting data and information on the existing homeless population in Venice, the City of Los Angeles, and the County of Los Angeles, is contained in the publicly

available Council File Management System operated by the Office of the City Clerk, in CF 15-1138, S1 through S11, and CF 15-0727.<sup>1</sup> A June 2016 survey of the homeless in Venice showed an estimated 489 homeless individuals within a half-mile of the Center and an estimated 925 homeless individuals within one mile of the Center. The Center is located in Census Tract 2734.02, which reported 154 homeless individuals. Thus, in the vicinity of the Project and in the surrounding area, a substantial homeless population exists now and has existed for many years.

RAP staff took photographs and video of the local conditions in the Project vicinity on July 15, 2016, which document the existing conditions and homeless activity. A copy of this documentation is provided with this CEQA analysis.

Other homeless support services exist in the vicinity (within three miles) of the proposed Project:<sup>2</sup>

- St. Joseph Center Homeless Services and Meals operates a homeless service center for homeless people of all ages. Services include case management; information and referral to community resources, including shelter referrals; advocacy for public benefits; hot meals; showers; laundry facilities; clean clothes; toiletries. People who want a hot morning meal sign up at the center for one of the three meals served at the agency's restaurant for homeless people, the Bread and Roses Cafe. People who sign up regularly can obtain a meal daily. People also sign up to schedule use of the shower or laundry facilities. The center can accommodate 30 people per day to shower and eight people per day for laundry. A change of clothing is usually available for people who come to the center, if needed.
- Mitchell House Substance Abuse Treatment Veterans provides residential treatment for substance abuse for homeless veterans, including those who have dual-diagnosis. Services include a residential alcohol treatment program and a residential drug abuse treatment program, including a special program for female veterans and the female dependents of male veterans.
- OPCC Safe Haven Cloverfield Services Center (Santa Monica) is an interim housing and day program that serves chronically homeless individuals who have had a history of challenges connecting with service providers. Safe Haven is based on an understanding that the mental health and addiction disorders of this population are lifelong. This program employs high tolerance for relapses as part of recovery and emphasizes the building of trusting relationships with staff and other clients.

Based on 2010 Census and 2016 American Community Survey data, there are only 443 seniors over the age of 65 within a half-mile walking distance of the Center, and approximately 6,934 seniors within a 3-mile driving distance to the center.

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<sup>1</sup> See [https://www://cityclerk.lacity.org/lacityclerk connect/](https://www://cityclerk.lacity.org/lacityclerkconnect/)

<sup>2</sup> See <http://www.homelesshelterdirectory.org/cgi-bin/id/city.cgi?city=Venice&state=CA>

Land uses surrounding the Center and Park are predominately medium density residential uses with some limited commercial along Westminster St. and Main St. south of the Park. The school located east of the Park is a public facility land use. Land use along Ocean Front Walk is limited commercial with some medium residential use similar to the other land uses in the vicinity of the Center.

#### Historical and Existing Operations at the Center

The Center was opened as a Senior Citizen Center in June 1974 and provided a variety of activities for seniors over the years. A nutrition program provided lunch to seniors. The Center also provided activities such as bingo, arts and crafts, guest speakers, and some computer workshops. The Center was open 5 days a week with attendance around 45 to 65 per day. Use of the Center fluctuated over time. During the City's financial crisis around 2009, the Center began to lose senior participation with daily numbers at around 15-25 per day. In mid-2009, all programs were canceled, including the lunch nutrition program, due to low participation and budget cuts due to the economy. The Center remained open four days a week from 11 am-3pm. It was decided to keep it open for the dog park users to be able to use the restrooms. In May of 2016 the Center was closed due to lack of staffing.

#### Building Maintenance and ADA Standards

RAP staff recommends that certain maintenance work and ADA compliance upgrades be done to the existing Center. The proposed scope of work consists of minor maintenance and ADA modifications to the building, minor lead and asbestos abatement, and termite fumigation, ADA modifications to the restroom doors and fixtures, installation of an ADA ramp at the entrance to the main walkway for path of travel, establishment of new ADA restroom features, minor repairs to other concrete walkways around the building, and general building maintenance such as cleaning and painting.

#### Future Use of the Center and Conversion of Use

Upon the completion of the proposed building maintenance and repair and ADA upgrades, if authorized by the Board as part of this Project, RAP will issue a temporary Right-of-Entry Permit to the Los Angeles Homeless Services Authority (LAHSA) to use a portion of the Center for the storage of personal belongings of homeless persons, access to restrooms by the homeless, and as a homeless services information center to direct the homeless to supporting services available elsewhere. The temporary Right-of-Entry Permit will have a term of one year. LAHSA will hire a contractor or service provider to manage and operate the homeless storage facility and service information center. All costs for the set-up, operation, and maintenance of the storage and information center will be the responsibility of LAHSA and/or its contractor/service provider.

Homeless persons in need of various off-site homeless services, such as employment counseling, housing, food, and medical and dental services will have access to the temporary on-site storage for personal belongings in bins. The storage facility will make it easier for the homeless owner of the belongings to travel to other locations to avail themselves of supportive services. In

addition, there would be access to the restrooms for the homeless. There would be no overnight accommodations, showering, or food service at the Center.

The proposed temporary on-site storage will be handled in two ways: seven-day storage and 90-day storage. For the seven-day voluntary storage, homeless individuals will be allowed to voluntarily store their belongings in a storage bin at the Center for a maximum of seven days. If the belongings are not claimed by the owner within seven days, the belongings will be transferred to shelves in a fenced ten foot by nine foot area within the temporary storage area, for a 90-day mandatory storage period. The service provider will be required by law to keep the belongings up a maximum of 90 days. If the stored belongings are not claimed by the end of the 90 day period, they will be discarded.

No increase in the size of the existing Center is proposed. The temporary storage facility for homeless belongings will occupy approximately 1,600 square-feet of the 2,800 square-foot Center, as depicted on the attached Exhibit 2. The storage facility is proposed to operate Monday-Friday from 8 am to 5 pm, and on Saturdays from 8 am to 1 pm. Westminster Park users will continue to have access to the restrooms and lobby area of the Center, as well as the rest of Westminster Park, including the Off-Leash Westminster Dog Park and the parking lot.



## CEQA CLEARANCE

The proposed Project is subject to the following CEQA categorical exemptions, as analyzed below.

### **Class 1 Categorical Exemption for Existing Facilities – State of California CEQA Guidelines, Article 19, Section 15301**

Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that previously existing at the time of the lead agency's determination. The types of "existing facilities" itemized below are not intended to be all-inclusive of the types of projects which might fall within Class 1. The key consideration is whether the project involves negligible or no expansion of an existing use.

Examples include but are not limited to:

- (a) Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances

#### Analysis:

The proposed Project falls within the CEQA Class 1 Categorical Exemption for Existing Facilities for the following reasons. First, the Center is an existing public facility as required for this class of exempt projects. The Center was built in Westminster Park in 1973. Next, the Project activities proposed for approval by the RAP Board fall within the Class 1 exempt class and consist of the repair, maintenance, permitting (issuance of Right of Entry permit), and minor alteration of the existing Westminster Senior Center. These activities are routine building maintenance in the form of painting and repair work, ADA upgrades to the building exterior in the form of an entrance ramp, and ADA upgrades to the bathrooms inside the existing building. Many of the Project maintenance activities related to the existing building are for public health and safety reasons (to meet ADA standards for example), which type of activities are expressly included activities in the CEQA Class 1 exemption. Finally, the Project involves negligible expansion of use as required for this exempt class. The use of a portion of the existing Center for a one year period to provide the homeless with temporary storage of their belongings and access to restrooms and information on available supporting services elsewhere, involves negligible expansion of the historical use of this already existing public facility. The use of the existing building as a senior center fluctuated over time since the senior center opened in 1974. Senior center operations and programs declined due to the recent economic recession and the senior center was closed to the public in May 2016 due to lack of staffing. The use of a portion of the building for temporary homeless storage, however, will result in negligible expansion of the average historical use of the Center for purposes of this CEQA exemption. The Project will involve individuals dropping off and picking up their belongings at the Center, using the public restrooms, and receiving information on supportive services. The proposed Project does not include approval of any new food service, showering, or overnight accommodations.

**Class 3 Categorical Exemption for Conversion of Small Structures – State of California CEQA Guidelines, Article 19, Section 15303**

Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel.

Examples of this exemption include, but are not limited to:

- (c) A store, motel, office, restaurant or similar structures structure not involving the use of significant amounts of hazardous substances, and not exceeding 2500 square feet in floor area. In urbanized areas, the exemption also applies to up to four such commercial buildings not exceeding 10,000 square feet in floor area on sites zoned for such use, if not involving the use of significant amounts of hazardous substances where all necessary public services and facilities are available and the surrounding area is not environmentally sensitive.

**Analysis:**

The proposed Project falls within the CEQA Class 3 Categorical Exemption for the Conversion of Small Structures for the following reasons. First, the Center is a small structure. It is about 2,800 SF in size, so it is small enough to fit well within the square footage of the buildings given as examples for this class of exempt projects in State CEQA Guideline 15303. That Guideline describes the Class 3 exemption as including, but not limited to, four commercial buildings not exceeding 10,000 square feet in size in an urbanized area. The proposed Project is much smaller than that square footage and is located in an urbanized area, as defined in Guideline 15387, because it is located in the City of Los Angeles, which has a population of more than 50,000. The Project includes only minor modifications to the building exterior related to building maintenance, such as painting, and an ADA ramp for access. The Project falls within this exempt class of CEQA projects because it will convert a portion of the existing 2,800 SF small building to a facility for homeless storage in about 1,600 SF of the Center, with access to the upgraded bathrooms and information on supporting services for the homeless, for a temporary one year period.

## Exceptions to the Use of Categorical Exemptions

- (a) Location.** The Class 3 exemption is qualified by consideration of where the project is to be located -- a project that is ordinarily insignificant in its impact on the environment may in a particularly sensitive environment be significant. Therefore, the Class 3 exemption is considered to apply in all instances, except where the project may impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to laws by federal, state, or local agencies.

### Analysis:

The Location exception does not bar the application of the Class 3 categorical exemption to the proposed Project. No environmental resource of hazardous or critical concern designated, precisely mapped, or officially adopted will be impacted by the proposed Project because the proposed Project is located primarily inside the existing Center within Westminster Park. Exterior alterations to the existing Center building that are part of the Project are limited to routine maintenance such as painting the building, and the construction of an ADA compliant entrance ramp. Because the proposed Project activities are primarily interior to an existing building, and the minor exterior repair and maintenance construction will take place at an already developed building without enlarging the building, the Project will have no impact on any Coastal Zone environmental resource. This conclusion is further supported by the June 13, 2016 memo and analysis of the Department of Public Works Bureau of Engineering, which concluded the proposed Project is excluded from Coastal Development Permit requirements. A copy of this memo is included in the Project file.

- (b) Cumulative Impact.** All exemptions for these classes are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant.

### Analysis:

The proposed Project will result in a temporary voluntary storage facility that would be contained entirely within the existing building at Westminster Park. There would be a one-time renovation of the building for maintenance related and ADA requirements. Given the minor physical changes that will result from the Project approval, no significant cumulative impacts will result.

- (c) Significant Effect.** A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances.

### Analysis:

No unusual circumstances exist that distinguish this Project from other routine projects in the Class 1 and Class 3 exemptions, and the Project will not result in any significant impact for the following reasons. The proposed Project consists of routine maintenance of an existing public facility building that has existed and was open to the public from 1974 to May 2016. It includes ADA upgrades to the building to comply with public health and safety standards. The proposed

Project will allow use of a portion of the existing upgraded public facility to provide services to the homeless in a community where a large number of homeless and homeless services facilities already exist. There is no feature or condition of the Project that distinguishes it from other projects exempt under the Class 1 or Class 3 categorical exemptions, such as project size or location. The proposed Project is modest in size, and is located at an already existing public facility that until May 2016 had been open to the public for many years. Additionally, based on factual information compiled by City staff regarding local conditions in the vicinity of the Project, the Venice area has a large existing homeless population and Westminster Park is currently impacted by homeless use as shown in the photographic analysis provided with this document. Other homeless storage facilities exist in the vicinity, including on Windward Plaza and Ocean Front Walk, and a number of homeless service providers operate in the local Project vicinity as described above.

**(d) Scenic Highways.** A categorical exemption shall not be used for a project which may result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings or similar resources, or within a highway officially designated as a state scenic highway. This does not apply to improvements which are required as mitigation by an adopted negative declaration or certified EIR.

Analysis:

The proposed Project would not damage any scenic resources including trees, historic buildings, rock outcroppings or similar resources. And, there are no state scenic highways in the vicinity of Westminster Park that would be affected by the project.

**(e) Hazardous Waste Sites.** A categorical exemption shall not be used for a project located on a site which is included on any list compiled pursuant to Section 65962.5 of the Government Code.

Analysis:

Based on a review of the EnviroStor state database, there are no contaminated site investigations or cleanup sites located at the park or within a 1,000 feet of the park perimeter. Therefore, this exception to an exemption does not apply.

**(f) Historical Resources.** A categorical exemption shall not be used for a project which may cause a substantial adverse change in the significance of a historical resource.

Analysis:

The Center building was constructed in 1973, and based on a City Planning Department ZIMAS Report (7/22/16), the building is not a historic building and is not located in a Historic Preservation Overlay Zone (HPOZ). Therefore the proposed Project would not have a substantial adverse effect on a significant historic resource, and this exception to an exemption does not apply.

## **ADDITIONAL FACTUAL SUPPORT FOR CATEGORICAL EXEMPTIONS**

### **Aesthetics**

Substantially degrade the existing visual character or quality of the site and its surroundings? (Appendix G-Initial Study Checklist, Section I (c) of the State CEQA Guidelines)

Based on video logs and photographic documentation of the existing conditions, the park is already used extensively by the homeless. During the day many homeless individuals tend to congregate at the park along with all their belongings. This has required periodic cleanup during which unattended belongings are removed and placed into mandatory 90-day storage at a downtown storage facility. The proposed voluntary storage facility would in effect help to eliminate the visual character of the park by moving the homeless belonging out of the park and into storage. Homeless individuals would then be free to go other places than necessarily the park. Therefore, the proposed Project is not anticipated to substantially degrade the existing visual character of the site beyond the baseline conditions, but may help to improve existing conditions.

### **Air Quality**

Create objectionable odors affecting a substantial number of people? (Appendix G-Initial Study Checklist, Section III(e) of the State CEQA Guidelines)

The proposed storage facility is not expected to create objectionable odors that would noticeably affect surrounding land uses or park patrons. Based on interviews with LAHSA and Chrysalis (the probable contractual operator), odor at other storage facilities has not been an issue. The storage bins have closable lids, which helps contain any odors. And any complaints about odors could be easily remedied with deodorizers that would be kept on site. In addition, the restrooms will be made available for those using the storage facility, which could help eliminate existing public urination and defecation in the Park. As a corollary to this restroom issue, no complaints of odor problems have been received from the dog park located within the Park and adjacent to the proposed storage facility. Therefore, the proposed Project is not expected to create objectionable odors affecting a substantial number of people.

### **Hazardous Materials**

Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? (Appendix G-Initial Study Checklist, Section VII (a) of the State CEQA Guidelines)

According to a July 15, 2016 interview by City staff with Molly Larson, Director of Operation for Chrysalis, strict rules would be enforced during registration and loading of the storage bins that prohibit any hazardous materials such as weapons, drugs and drug paraphernalia, aerosol paint cans, and other similar types of items. The storage staff does not handle any of the belongings, and the bins are delivered and retrieved for the registered patrons. Prohibit material would be collected on-site and disposed of in accordance with the appropriate waste characterization through licensed transporters and

disposal facilities. Items that are not reclaimed after seven days are put into a 90-day storage area. After 90 days the material is discarded as waste. All operations staff will be trained in the handling of hazardous materials in accordance with all OSHA regulations to prevent injuries or illness to staff. Therefore, the proposed Project is not expected to have a significant impact due to the routine transport, use, or disposal of hazardous materials.

### **Land Use and Planning**

Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to, a general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? (Appendix G-Initial Study Checklist, Section IX(b) of the State CEQA Guidelines)

The proposed Project is consistent with the goals and objectives of the Housing Element of the City's General Plan as outlined in Chapter 6 of the current Housing Element, adopted December 3, 2013. Specifically, Goal 4 of the Housing Element sets forth a City goal to prevent and end homelessness. The policies and programs of this Housing Element goal and the City's Comprehensive Homeless Strategy adopted in 2016 focus on a tiered approach that recognizes the need to provide sufficient temporary and emergency shelters to meet short-term needs while working toward a rapid return to more stable housing or permanent supportive housing over the longer-term. The provision of voluntary storage is seen by many to be the first step in achieving these policies and programs because the homeless individual now has a secure place to store their belongings in order to receive the kind of supportive services that will end their homelessness.

The proposed Project has also been reviewed by the City Planning Department and determined to be exempt from the procedures for coastal development projects within the Venice Coastal Specific Plan. Therefore, the Project is consistent with the Venice Coastal Specific Plan.

### **Noise**

Result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project? (Appendix G-Initial Study Checklist, Section XI (d) of the State CEQA Guidelines)

Environmental noise is measured in decibels (dB). To better approximate the range of sensitivity of the human ear to sounds of different frequencies, the A-weighted decibel scale (dBA) was devised. Because the human ear is less sensitive to low frequency sounds, the A-scale deemphasizes these frequencies by incorporating frequency weighting of the sound signal. When the A-scale is used, the decibel levels are represented by dBA. On this scale, the range of human hearing extends from about 3 dBA to about 140 dBA. A 10-dBA increase is judged by most people as a doubling of the sound level.



The City of Los Angeles Noise Ordinance addresses noise generated at construction sites, including permissible hours of construction, increases in ambient noise levels, and the technical feasibility of reducing noise from certain construction equipment. In addition, operational noise from both stationary and mobile sources is regulated by the Ordinance.

A project would normally have a significant impact on noise levels from construction, if construction activities lasting more than one day would exceed existing ambient exterior noise levels by 10 dBA or more, or construction activities lasting more than 10 days in a three-month period would exceed existing ambient exterior noise levels by 5 dBA or more at a noise sensitive use at a noise sensitive use, and any construction activity that would exceed existing ambient exterior noise levels by 5 dBA or more at a noise sensitive use between the hours of 9:00 p.m. and 7:00 a.m. Monday through Friday, before 8:00 a.m. or after 6:00 p.m. on Saturday, or at any time on Sunday.

The proposed renovation activities for the project are expected to use the typical types of construction equipment including trucks concrete trucks and pumps, saws, and compressors. The repairs and maintenance work will include structural, concrete, and architectural finishing. These construction equipment and activities would generate temporary noise levels in the range of 76 to 91dBA at 50 feet (with required mufflers).

Presumed ambient noise levels for residential areas is 50 dBA in the daytime. However, the predominant noise source within the City of Los Angeles is motor vehicle sources. Along Pacific Avenue and Main Street, which are both classified as Secondary Highways, residence and the school may experience noise levels ranging from the low- to high-70 decibel range from traffic related noise.

Noise levels 50 feet from a source decrease by approximately 3 dBA over a hard, unobstructed surface, such as asphalt, and by approximately 4.5 dBA over a soft surface, such as a vegetated area. For every doubling of distance thereafter, noise levels drop another 3 dBA over a hard surface and 4.5 dBA over a soft surface.

During a 2 to 3-month construction period, residences along Pacific Avenue could experience temporary noise levels of up to 91 dBA, which would be approximately a 10 dBA above ambient levels for residential uses on a secondary highway. However, this noise level would not occur for more than one day during the construction period, when concrete trucks and pumps are on site for a pour. All construction activities would occur within the weekday hours between 7:00 am and 6:00 pm.

Residences along Westminster Avenue and Clubhouse Avenue, and the school along Main Street are located more than 500 feet from the Center building with intervening soft turf, trees, and the dog park. These areas would experience an increase in ambient noise levels of 5 dBA or less during the construction period.

For the proposed operational activities, a project would normally have a significant impact on noise levels if the project causes the ambient noise level measured at the property line of affected uses to increase by 3 dBA in Community Noise Equivalent

Level (CNEL) to or within the "normally unacceptable" or "clearly unacceptable" category, or any noise increase of 5 dBA or greater. The CNEL represents an energy average of the A-weighted noise levels over a 24-hour period with 5 dBA and 10 dBA increases added for nighttime noise between the hours of 7:00 p.m. and 10:00 p.m. and 10:00 p.m. to 7:00 a.m., respectively. The increases were selected to account for reduced ambient noise levels during these time periods and increased human sensitivity to noise during the quieter periods of the day.

Operations of the proposed storage facility will almost exclusively consist of foot traffic to and from the facility. Temporary accumulation of those using the storage facility in the Park would not generate substantial noise. Otherwise all activities at the Center will occur indoors, and would not generate a substantial increase in noise. Since the storage operation will regularly occur from 8:00 am to 5:00 pm weekdays, increase in ambient noise levels would not exceed 3 dBA that is either "normally unacceptable" or "clearly unacceptable." No noise levels would exceed 5 dBA at any time.

Therefore, the proposed Project would not create any unacceptable increases in ambient noise levels for construction or operational activities beyond the thresholds established by the City noise ordinance.

#### **Public Services**

Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities or a need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the following public services:

Fire protection?

Police protection?

Schools?

Parks?

Other public facilities?

(Appendix G-Initial Study Checklist, Section XII (a) of the State CEQA Guidelines).

The storage facility would provide its own security service for day to day operations. However, the Los Angeles Police Department (LAPD) would respond to any problems beyond normal security. The nearest LAPD station to Westminster Park is the Pacific Division station located at 12312 Culver Blvd. just a little over 2 miles away. In addition, a Pacific Division sub-station is located less than a mile from the Park at 1530 West Ocean Front Walk and the existing police sub-station is involved with the homeless population in Venice on a daily basis. Therefore, the proposed Project is not expected to require additional policing services that would need new or physically altered police facilities.

Westminster Park is about one mile from Los Angeles Fire Department Station No. 63 located at 1930 Shell Avenue in Venice. Therefore, the proposed Project is not expected

to require additional emergency response services that would need new or physically altered fire station facilities.

The proposed Project would otherwise generate no requirements for schools, parks, or other public facilities that would need new or physically altered public or governmental facilities.

### **Recreation**

Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?(Appendix G-Initial Study Checklist, Section XIV (a) of the State CEQA Guidelines).

The proposed Project could result in an increase the use of existing Westminster Park such that physical deterioration of the facility would occur or be accelerated beyond the homeless that already frequent the Park. However, the proposed storage facility is seen as the first step in helping the homeless find permanent housing that would eliminate the use of the Park by the homeless. This would help to move their belongings into a storage facility and provide restrooms, and thereby reduce the existing maintenance requirements at the Park. In addition, the proposed repair and maintenance of the Center will restore an already deteriorated building. Therefore, the proposed Project is not expected to require additional Park maintenance services to prevent physical deterioration of the facility.

### **Transportation/Traffic**

Cause an increase in traffic that is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume-to-capacity ratio on roads, or congestion at intersections)? (Appendix G-Initial Study Checklist, Section XV (a) of the State CEQA Guidelines).

The proposed Project is not expected to increase traffic in relation to the existing traffic loads and capacity of the street system. Operations of the proposed storage facility will almost exclusively consist of foot traffic to and from the facility. There would be no substantial increases in vehicle trips in relation to trash pickup or Park maintenance activities.

### **Utilities**

Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? (Appendix G-Initial Study Checklist, Section XVI (f) of the State CEQA Guidelines).

Comply with federal, state, and local statutes and regulations related to solid waste? (Appendix G-Initial Study Checklist, Section XVI (g) of the State CEQA Guidelines)

The Central Los Angeles Recycling and Transfer Station (CLARTS) provides transfer services to City of Los Angeles solid waste collection operations, which includes the proposed project site. This transfer station serves to temporarily store refuse collected throughout the City before a larger truck is ready to pick it up and transport it for the long haul to the nearest landfill. As the City's own landfills are all closed, the destinations are private landfills. Sunshine Canyon Landfill receives the majority of the municipal solid waste from the City which has sufficient capacity to accommodate the Project's solid waste disposal needs.

**Cumulatively Considerable Impact**

Does the project have impacts that are individually limited but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)

There are no cumulatively considerable impacts associated with this Project. The City's Comprehensive Homeless Strategy that was released this year includes the development of a selection process for more temporary storage facilities within the City. However, no other storage facilities are currently planned, and future facilities are too speculative for analysis. Therefore, the Project would have no impacts that are individually limited but cumulatively considerable.

Attachments:  
Exhibits 1 through 6







EXHIBIT 1



DRAWING SET.  
8 PAGES TO FOLLOW

EXHIBIT 2



# DEPARTMENT OF RECREATION AND PARKS CITY OF LOS ANGELES

## WESTMINSTER SENIOR CENTER

1234 S. PACIFIC AVENUE  
LOS ANGELES, CA 90291



### DRAWING INDEX

- G100 TITLE SHEET
- G101 GENERAL NOTES
- G102 GENERAL AND DEMOLITION NOTES
- G103 ACCESSIBILITY DETAILS
- G104 SYMBOLS AND ABBREVIATIONS
  
- A100 EXISTING SITE PLAN
- A101 PROPOSED SITE PLAN
- A102 EXISTING FLOOR PLAN
- A103 PROPOSED FLOOR PLAN
- A104 ENLARGED PLAN / ELEVATIONS

### PLUMBING FIXTURE ANALYSIS

OCC TYPE	SQ FT	OCC LOAD/SF	OCC LOADS	
OFFICE	136 SF	1:200	136/200	= .68
KITCHEN**	110 SF	1:200	110/200	= .55**
MP / STORAGE**	1559 SF	1:30	1559/30	= 52
LOBBY**	788 SF	1:7	788/7	= 113**
			<b>TOTAL</b>	<b>52.68 / 2 = 26.34</b>
			1 M / 1 F	

WATER CLOSETS:	LAVATORIES
FEMALE: 1:40	1:2
MALE: 1:75	1:2

REQUIRED:	
FEMALE: 1	1
MALE: 1	1
PROVIDED:	
FEMALE: 1	1
MALE: 1	1

#### PROJECT TEAM

**DEPARTMENT OF RECREATION AND PARKS**  
**MICHAEL A. SHULL, GENERAL MANAGER**  
221 N. FIGUEROA ST., SUITE 1550  
LOS ANGELES, CA 90012

**RAMON BARAJAS, ASSISTANT GENERAL MANAGER**  
PLANNING, CONSTRUCTION, AND MAINTENANCE

**CATHIE SANTO DOMINGO, SUPERINTENDENT**  
PLANNING, CONSTRUCTION, AND MAINTENANCE

DESIGN:

BUILDER:  
TBD

#### PROJECT DATA

OWNER: CITY OF LOS ANGELES/  
DEPARTMENT OF REC. & PARKS

ADDRESS: 221 N. FIGUEROA ST., STE. 400  
LOS ANGELES, CA 90012

FIRE DISTRICT: 63  
ZONE: OS - 1XL  
LOT SIZE: 97,731 SQ FT  
BLDG: 1  
STORIES: 1  
BLDG HT: 12' - 0"  
USE TYPE: RECREATION  
OCCUPANCY: S-2  
BLDG AREA: 2,753 SF  
CONSTRUCTION TYPE: V

BLDG AREA: N/A  
PROVIDED: N/A  
REQD PKNG: 20 STANDARD, 1 ACCESSIBLE  
EXIST. PKNG:

LOT AREA: 97,731 SQ FT  
RESTROOMS: 2 ADA ACCESSIBLE

#### LEGAL DESCRIPTION

PIN #: 108A143 201  
TRACT: NONE  
LOT: PT "UNNUMBERED" LT  
BLOCK: RAFAEL AND ANDRES MACAHDO  
ASSESSOR PARCEL #: 4238002900  
MAP REFERENCE: M R 84-33/34  
MAP SHEET: 108A143

ARB (LOT CUT REF): 208  
CENSUS TRACK #: 2734.02  
APN AREA  
(CO. OF PUBLIC WORKS): N/A  
DEED REF # (CITY CLERK): N/A

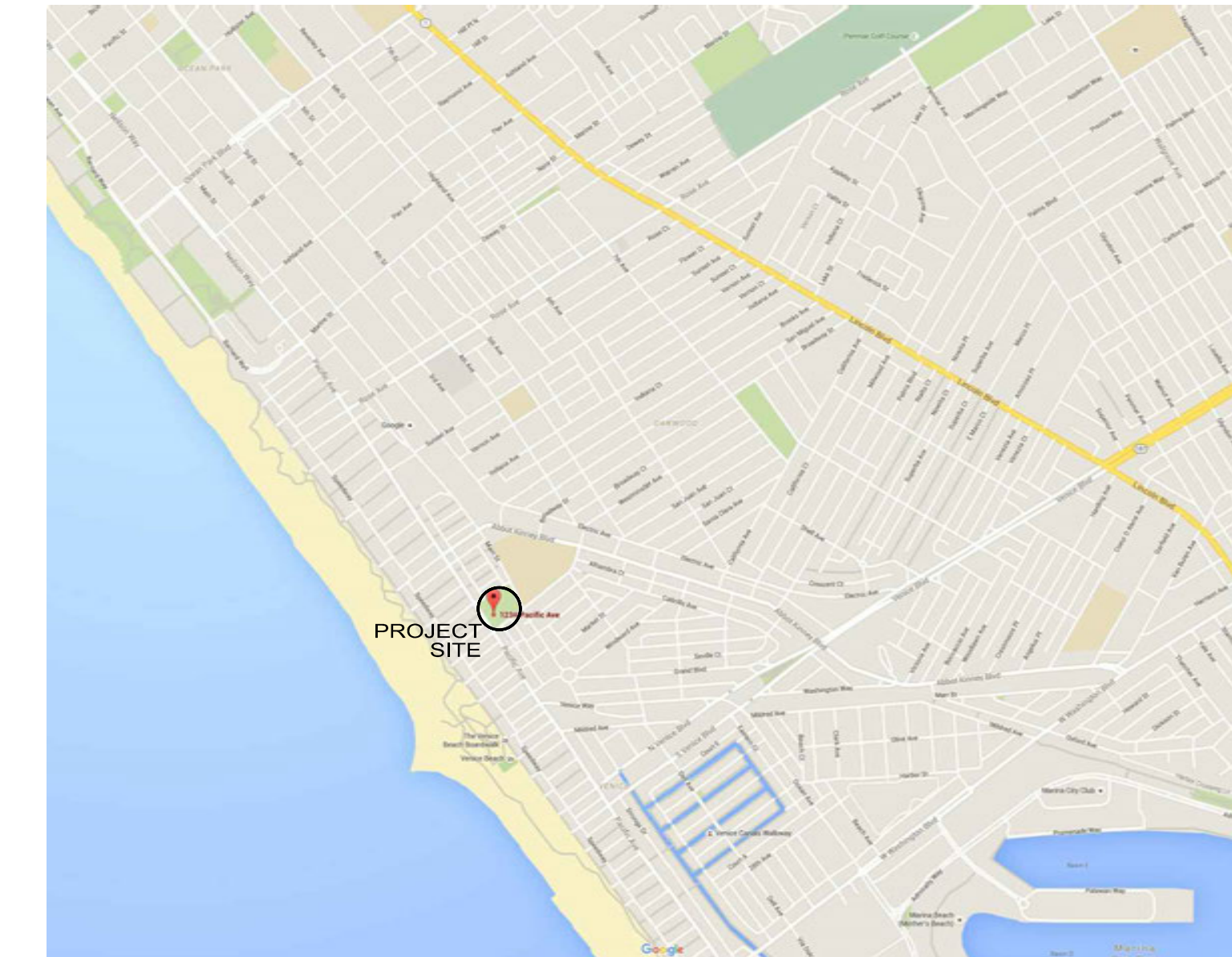
OWNER: CITY OF LOS ANGELES  
DEPT. OF REC. & PARKS  
221 N. FIGUEROA ST., SUITE 400  
LOS ANGELES, CA 90012

ADDRESS:

#### SCOPE OF WORK

GENERAL REPAIRS, REPAIRS OF TERMITE DAMAGE,  
AND ADA UPGRADES.

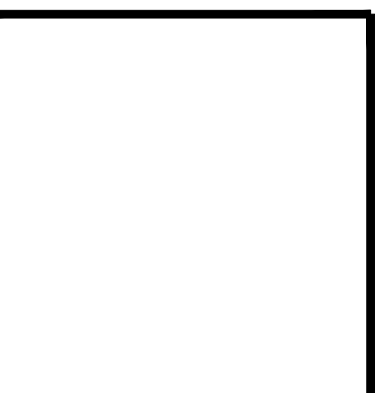
#### VICINITY MAP



THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

GENERAL MANAGER: MICHAEL A. SHULL  
SUPERINTENDENT: CATHIE SANTO DOMINGO

PROJECT ARCHITECT: \_\_\_\_\_ LIC. NO. \_\_\_\_\_  
PROJECT ENGINEER: \_\_\_\_\_ LIC. NO. \_\_\_\_\_  
AS BUILT DRAWN BY: \_\_\_\_\_ DATE: \_\_\_\_\_



PROJECT NAME:  
**WESTMINSTER SENIOR CENTER**  
REPAIRS AND ADA UPGRADES  
ADDRESS:  
**1234 S. Pacific Avenue  
Los Angeles, CA**

REVISIONS:	DATE:
△	
△	
△	
△	
△	

PLAN NAME:  
TITLE SHEET

DATE: 00-00-00

DRAWN BY: \_\_\_\_\_ APPROVED BY: \_\_\_\_\_

SCALE: \_\_\_\_\_ ISSUE DATE: \_\_\_\_\_

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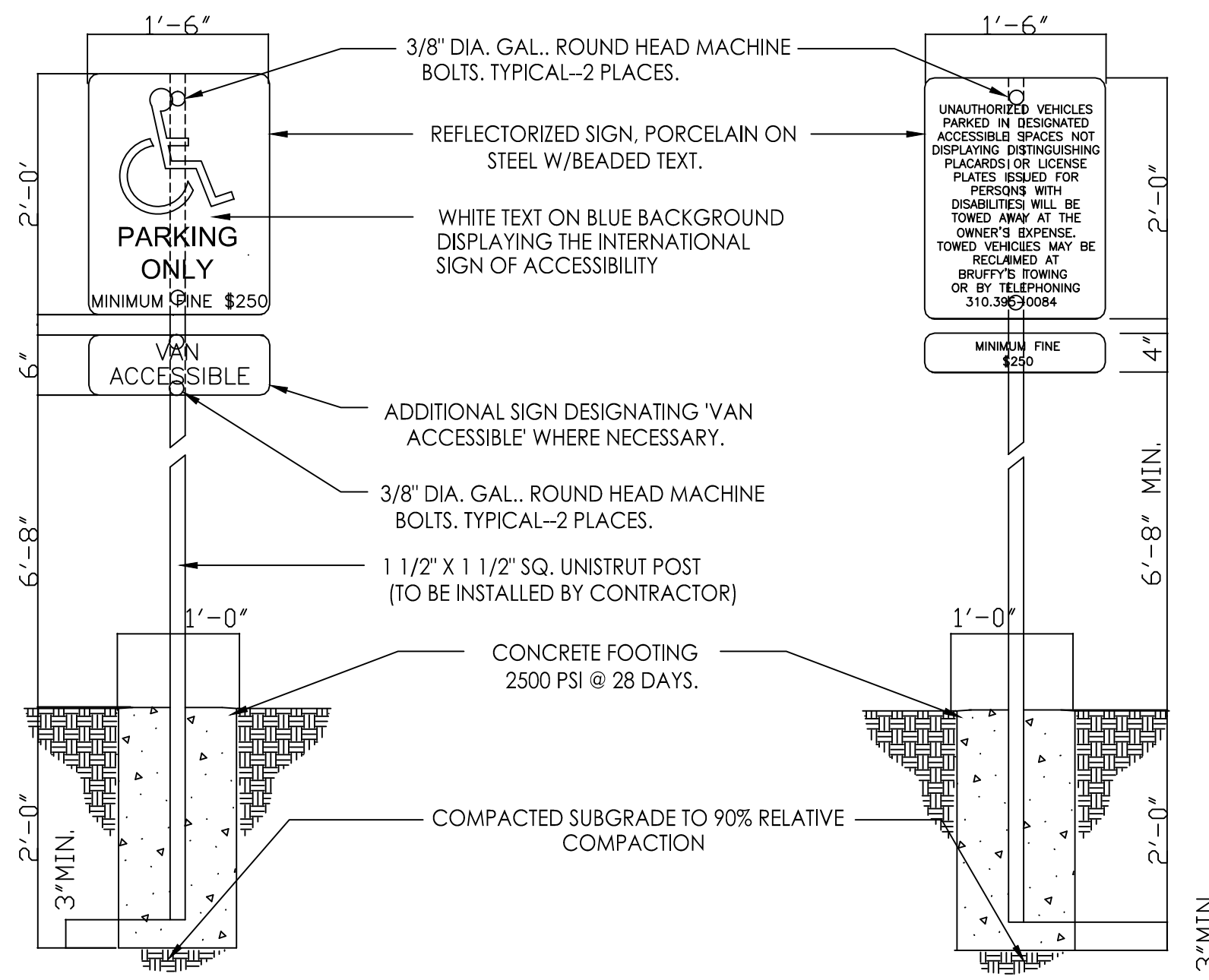
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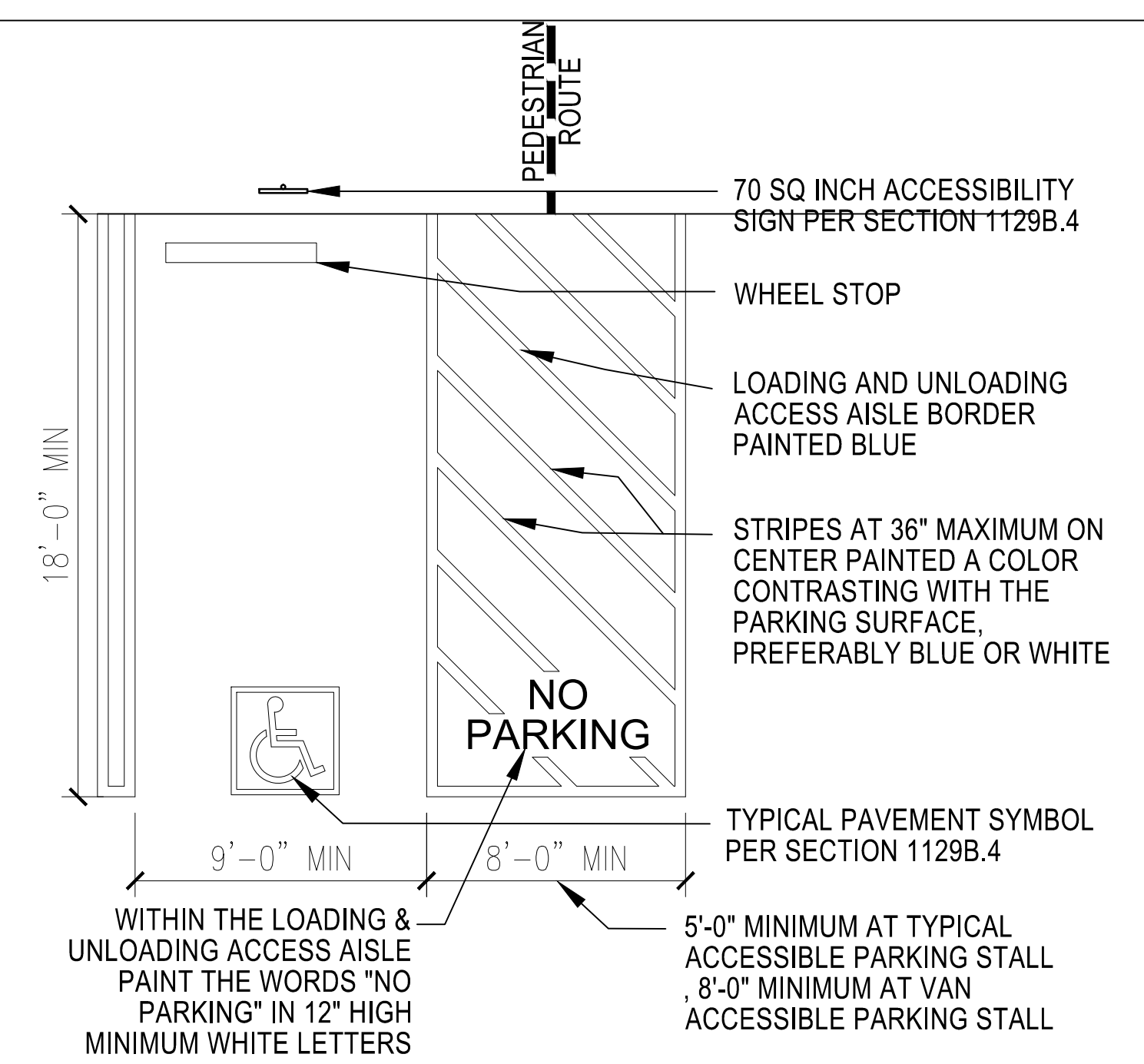


NOTE:  
TOW-AWAY SIGN TO READ, "UNAUTHORIZED VEHICLES PARKED IN DESIGNATED ACCESSIBLE SPACES NOT DISPLAYING DISTINGUISHING PLACARDS OR LICENSE PLATES ISSUED FOR PERSONS WITH DISABILITIES MAY BE TOWED AWAY AT OWNER'S EXPENSE. TOWED VEHICLES MAY BE RECLAIMED AT 10857 SAN FERNANDO RD OR BY TELEPHONING 818.896.9511.

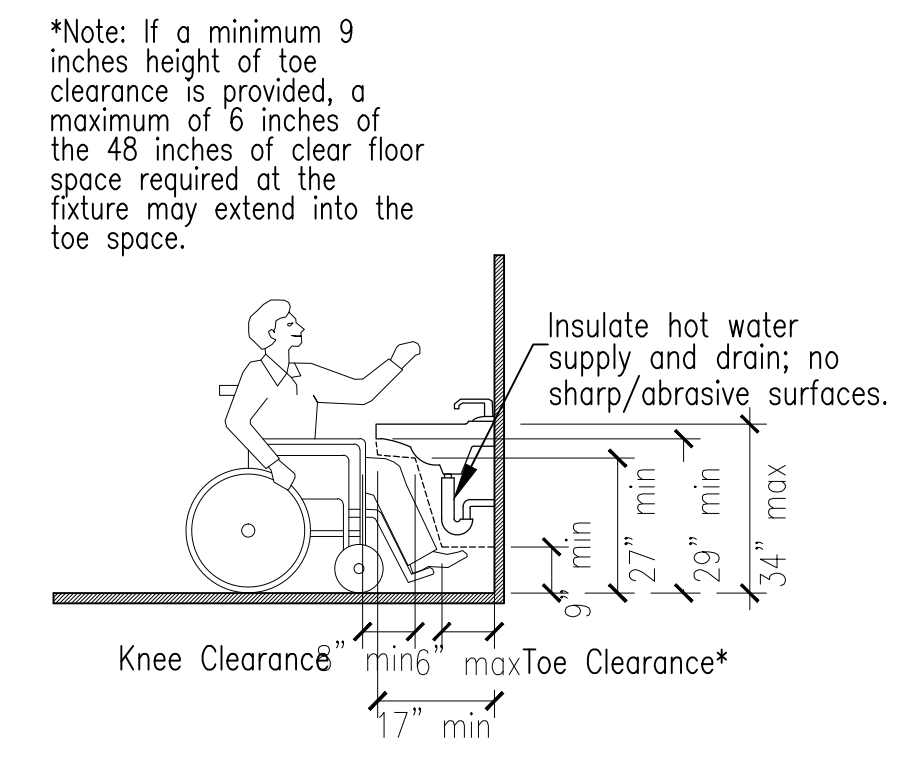
- NOTES:
1. EACH PARKING SPACE RESERVED FOR PERSONS WITH DISABILITIES SHALL BE IDENTIFIED BY A REFLECTORIZED SIGN PERMANENTLY POSTED IMMEDIATELY ADJACENT TO AND VISIBLE FROM EACH STALL OR SPACE, CONSISTING OF THE INTERNATIONAL SYMBOL OF ACCESSIBILITY IN WHITE ON A DARK BLUE BACKGROUND. THE SIGN SHALL NOT BE SMALLER THAN 70 SQUARE INCHES IN AREA AND, WHEN IN A PATH OF TRAVEL, SHALL BE POSTED AT A MINIMUM HEIGHT OF 80 INCHES FROM THE BOTTOM OF THE SIGN TO THE PARKING SPACE FINISHED GRADE. (1129B.4, FIG 11B-18A, 18B, & 18C)
  2. VAN ACCESSIBLE PARKING SPACES SHALL HAVE AN ADDITIONAL SIGN STATING "VAN ACCESSIBLE" MOUNTED BELOW THE SYMBOL OF ACCESSIBILITY. (1129B.4)
  3. AN ADDITIONAL SIGN SHALL ALSO BE POSTED IN A CONSPICUOUS PLACE AT EACH ENTRANCE TO OFF-STREET PARKING FACILITIES, OR IMMEDIATELY ADJACENT TO AND VISIBLE FROM EACH STALL OR SPACE. THE SIGN SHALL BE NOT LESS THAN 17 INCHES BY 22 INCHES IN SIZE WITH LETTERING NOT LESS THAN 1 INCH IN HEIGHT, WHICH CLEARLY AND CONSPICUOUSLY STATES THE FOLLOWING: (1129B.4)

"UNAUTHORIZED VEHICLES PARKED IN DESIGNATED ACCESSIBLE SPACES NOT DISPLAYING DISTINGUISHING PLACARDS OR LICENSE PLATES ISSUED FOR PERSONS WITH DISABILITIES MAY BE TOWED AWAY AT OWNER'S EXPENSE. TOWED VEHICLES MAY BE RECLAIMED AT 11101 HINDRY AVE OR BY TELEPHONING (310) 395-0084.

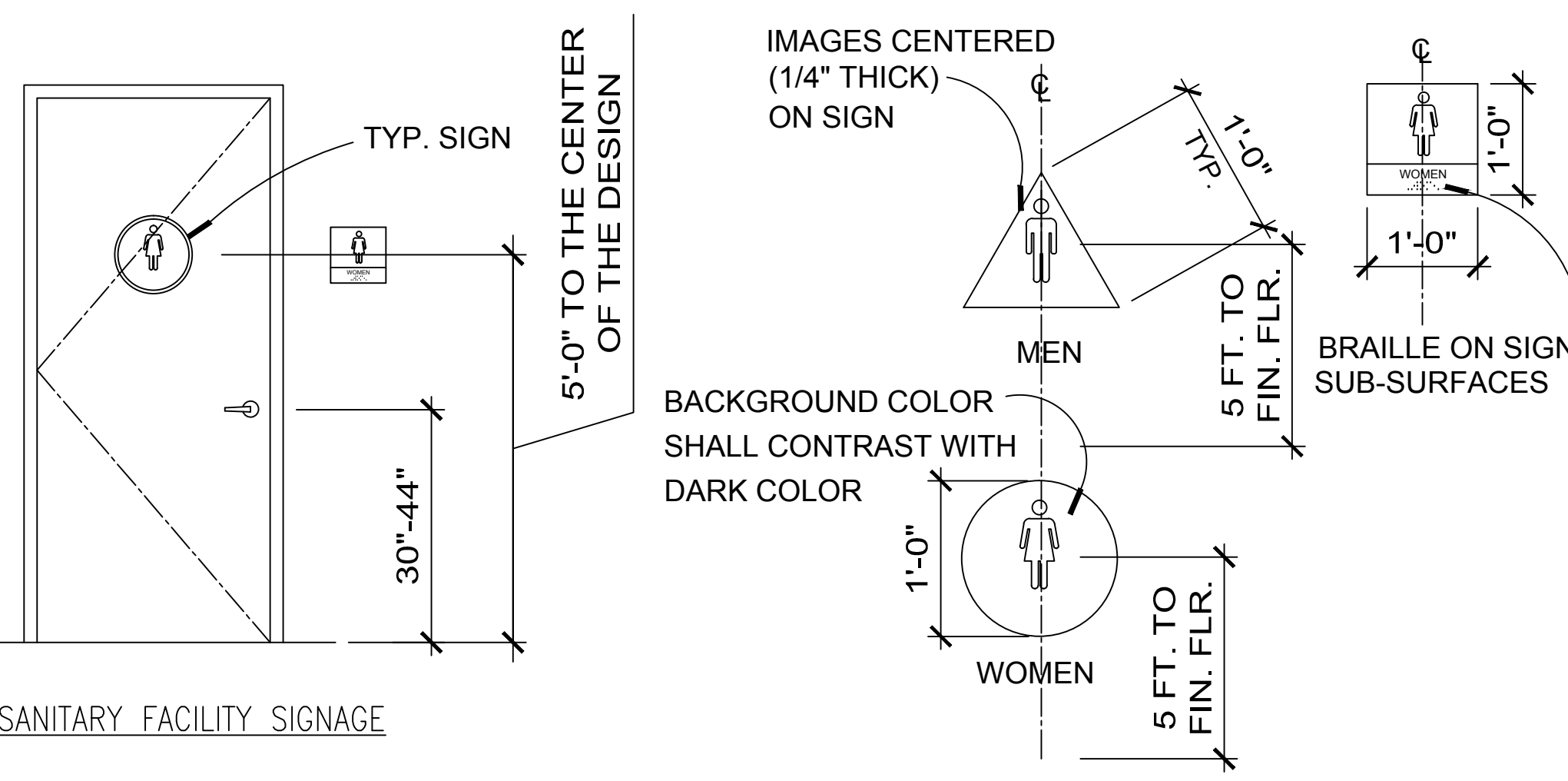
**G ACCESSIBLE PARKING SIGNS (EXISTING) NTS**



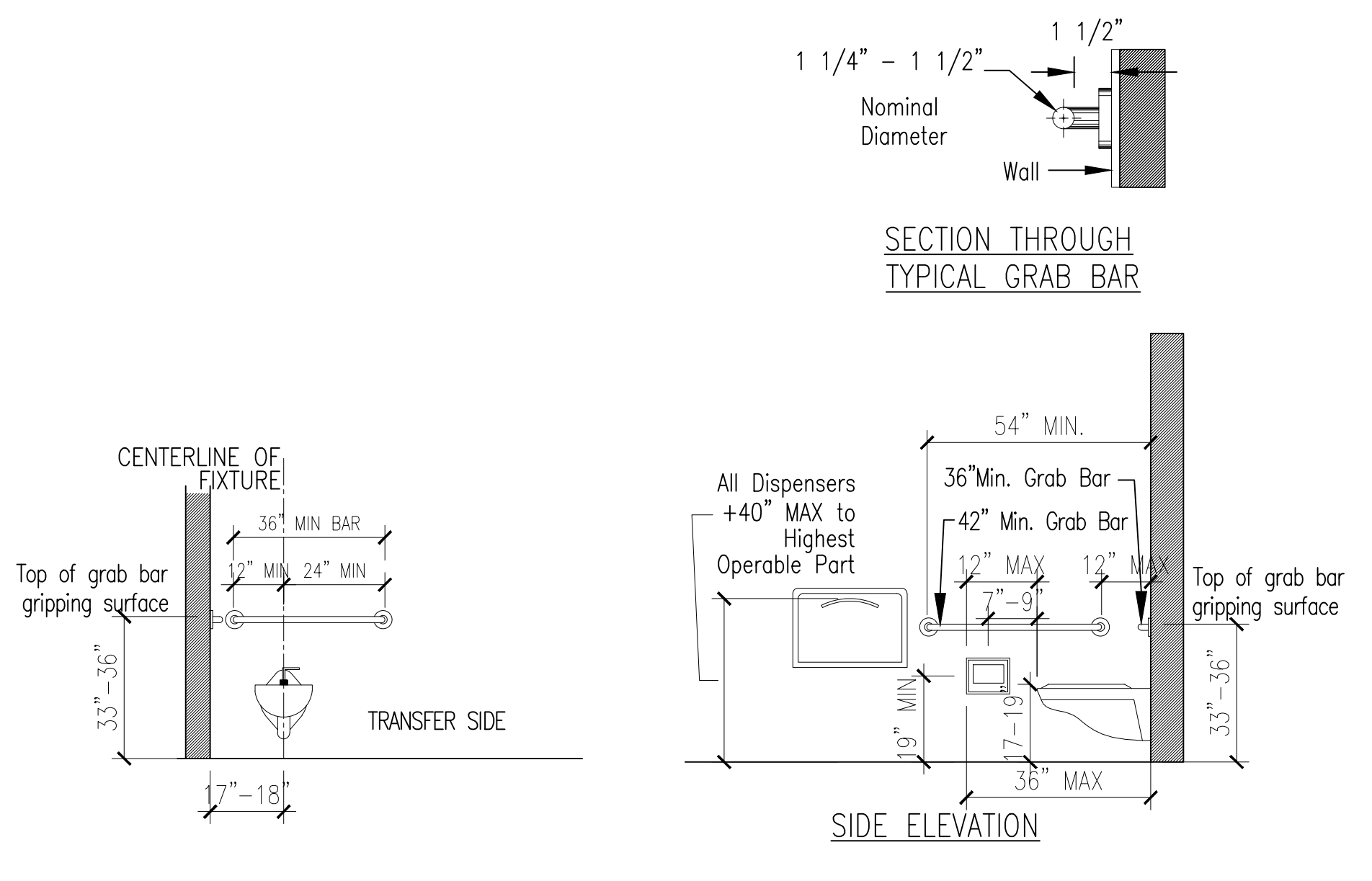
**A ACCESSIBLE PARKING STALLS NTS**



**B LAVATORY CLEARANCES NTS**



**F SANITARY FACILITY SIGNAGE NTS**



**C TOILET FACILITY NTS**

**E NOT USED**

**I NOT USED**



THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
SUPERINTENDENT: CATHIE SANTO DOMINGO  
GENERAL MANAGER: MICHAEL A. SHULL  
PROJECT ARCHITECT: \_\_\_\_\_  
PROJECT ENGINEER: \_\_\_\_\_  
DATE: \_\_\_\_\_  
ASSEMBLER: \_\_\_\_\_

PROJECT NAME:  
**WESTMINSTER SENIOR CENTER**  
REPAIRS AND ADA UPGRADES  
ADDRESS:  
**1234 S. Pacific Avenue**  
Los Angeles, CA

REVISIONS:	DATE:

PLAN NAME:  
ACCESSIBILITY DETAILS

DRAWN BY: \_\_\_\_\_ APPROVED BY: \_\_\_\_\_  
SCALE: \_\_\_\_\_ ISSUE DATE: \_\_\_\_\_  
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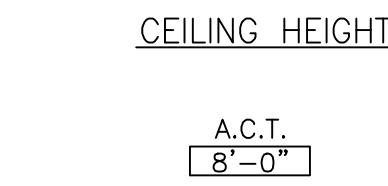
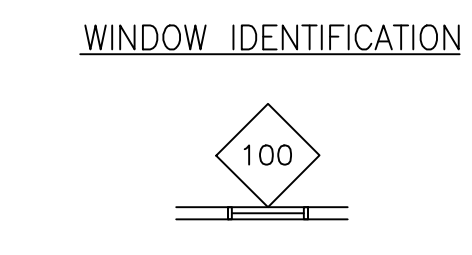
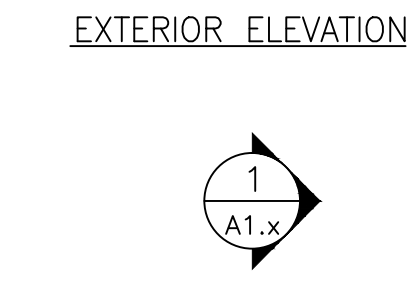
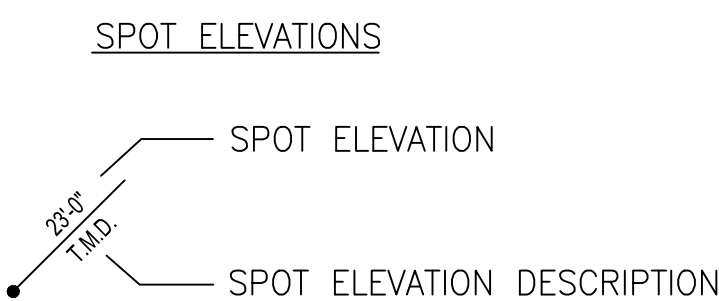
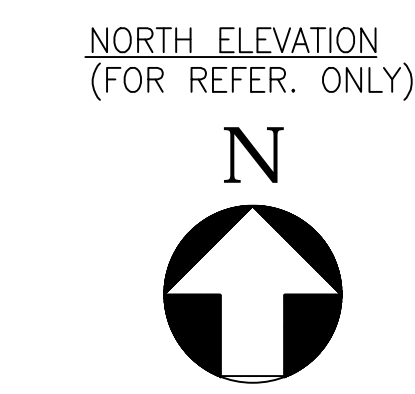
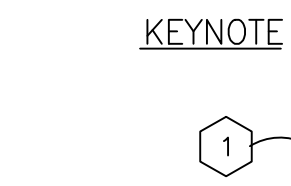
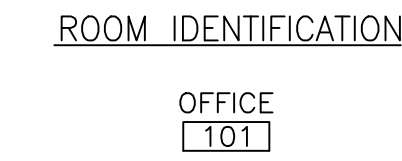
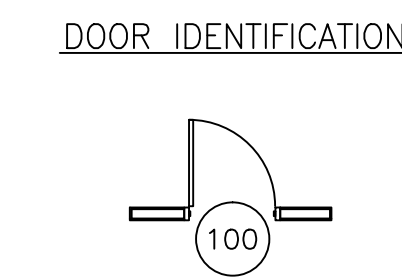
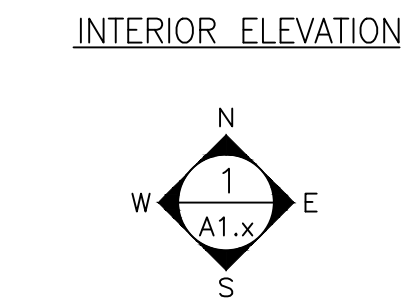
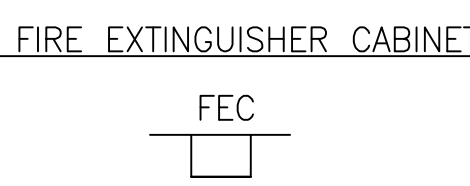
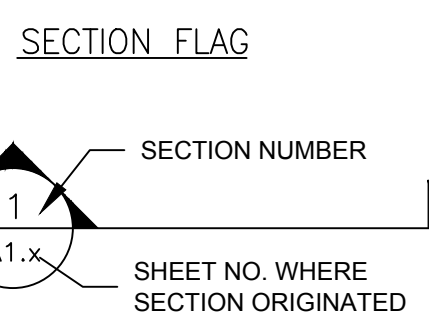
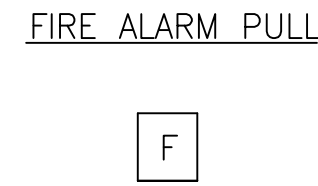
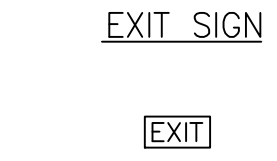
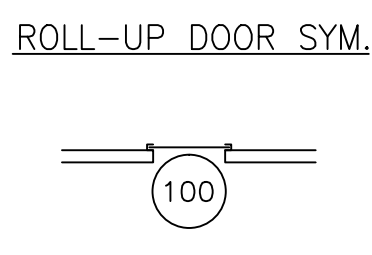
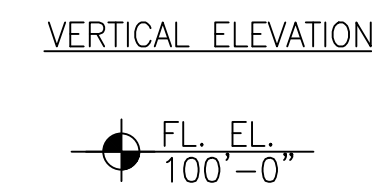
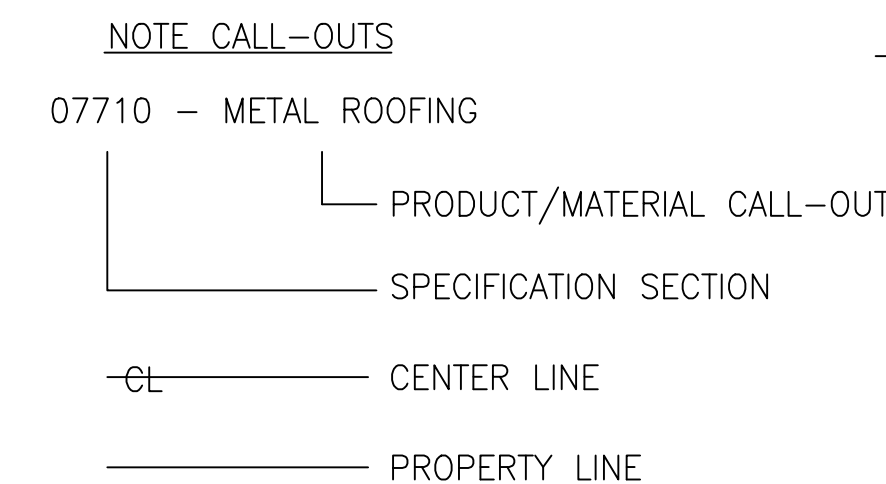
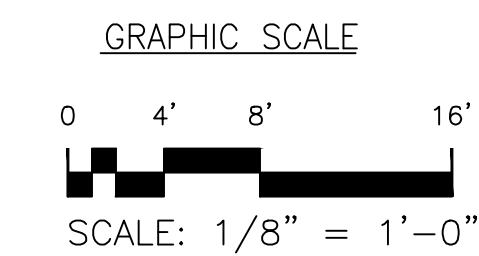
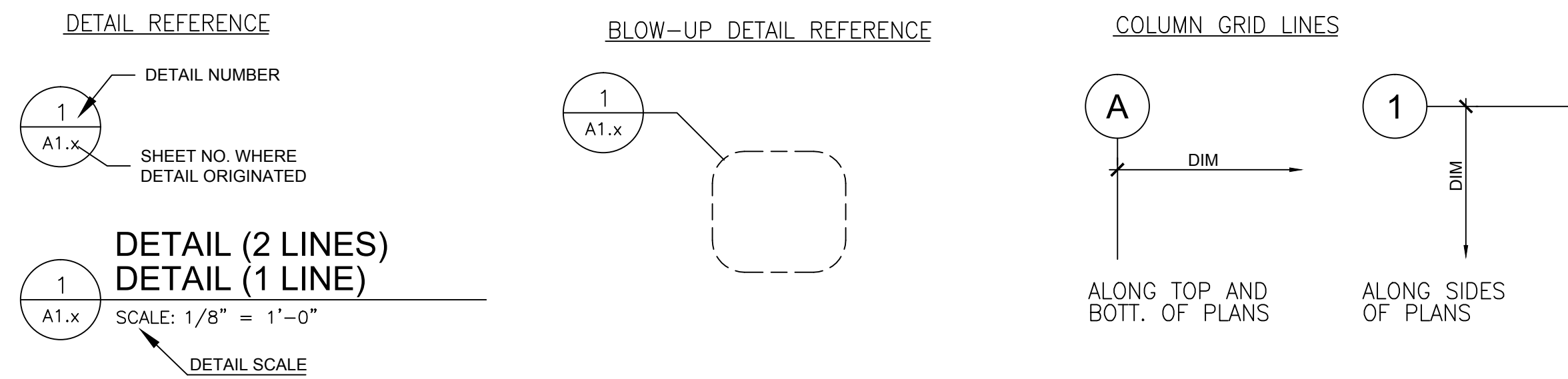
**ABBREVIATIONS**

<p><b>A</b> ABOVE ABOVE FINISH FLOOR ACOUSTICAL CEILING TILE ACCESS PANEL AGGREGATE AIR CONDITION ALUMINUM ANODIZED AMERICAN CONCRETE INSTITUTE AMERICAN INSTITUTE OF STEEL CONSTRUCTION AMERICAN NATIONAL STANDARDS INSTITUTE AMERICAN SOCIETY OF CIVIL ENGINEERS AMERICAN SOCIETY OF TESTING AND MATERIALS AMERICAN WELDING SOCIETY AMOUNT AND ANCHOR BOLT ANGLE APPROVED APPROXIMATE ARCHITECT or ARCHITECTURAL ASBESTOS ASPHALT ASPHALTIC CONCRETE ASPHALT TILE ASSOCIATE ASSOCIATION AT AUTOMATIC AVENUE</p>	<p>ABV. A.F.F. A.C.T. ACP AGG. A/C ALUM. ANOD. A.C.I. AISC or A.I.S.C. ANSI ASCE ASTM AWS AMT. &amp; A.B. L APPD. APPROX. ARCH. ASB. ASPH. A.C. A.T. ASSOC. ASSN. @ AUTO AVE.</p>	<p><b>E</b> EACH EAST ELECTRIC OR ELECTRICAL ELEVATION ELEVATOR ELASTOMERIC MEMBRANE EMERGENCY EXPOSED CONSTRUCTION END VERTICAL CURVE ENAMEL ENGR., ENG. EQUIP. EQ. EST. EXC. EXIST. E.B. E.J. EXT. EXTRUDED EXTERIOR GRADE EYE WASH</p>	<p>EA. E. ELEC. EL. ELEV. E.M. EMER. E.C. E.V.C. EN. ENGR., ENG. EQUIP. EQ. EST. EXC. EXIST. E.B. E.J. EXT. EXTR. EXT. GR. E.W.</p>	<p><b>M</b> MACHINE MANHOLE MANUFACTURER or MANUFACTURING MINERAL FISSURED TILE MARK MASONRY OPENING MATERIAL MAXIMUM MECHANICAL MEDICINE CABINET MEMBRANE WATERPROOFING METAL MEZZANINE MINIMUM MISCELLANEOUS MOULDING MOUNTED</p>	<p>MACH. M.H. MFR. MFT MK. MO. MAT. MAX. MECH. MC MWP MTL. MEZZ. MIN. MISC. MLDG. MTD.</p>	<p>STAINLESS STEEL STANDARD STEEL STIFFENER STIRRUP SMOKE DETECTOR STONE STRAIGHT GRADE STREET STRUCTURAL SUPPORT SURFACED 4 SIDES SUSPEND SYMBOL SYMMETRICAL</p>	<p>SS STD. STL. STIFF. STIR. S.D. STN. S.G. ST. STRUCT'L. SUPT. S4S SUSP. SYM. SYMM. TEMP. TERR. THK. TEL. THLD T&amp;G T.O. T.O.B. T.O.C T.O.F. T.G. T.O.J T.O.M. T.M.D. T.O.P. TOS / T.O.S. T.S.S. T.O.W. T. TRNBKL. TYP.</p>	<p><b>N</b> NATIONAL NATIONAL BOARD OF FIRE UNDERWRITERS NATIONAL ELECTRICAL CODE NATIONAL ELECTRICAL MANUFACTURERS ASSOC. NATURAL NATURAL GRADE NOMINAL NORTH NOT IN CONTRACT NOT TO SCALE NUMBER</p>	<p>NATL. NBFU NEC NEMA NAT. NAT. GR. NOM. N N.I.C. N.T.S. NO. or # O.S.H.A. OFF. OFD O.C. OPNG. OPP. O.D. O.F.C. O.F.M. O.F.S. O TO O</p>	<p><b>O</b> OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION OFFICE OVER FLOW DRAIN ON CENTER OPENING OPPOSITE OUTSIDE DIAMETER OUTSIDE FACE CONCRETE OUTSIDE FACE MASONRY OUTSIDE FACE STUDS OUT TO OUT</p>	<p>O.S.H.A. OFF. OFD O.C. OPNG. OPP. O.D. O.F.C. O.F.M. O.F.S. O TO O</p>	<p><b>P</b> PAIR PAINTED PARTITION PEDESTAL PENNY PERFORATED PERPENDICULAR PICKET FENCE PIECE PIPE BOLLARD PLASTER PLASTIC LAMINATE PLATE PANEL POINT PORTLAND CEMENT CONCRETE POUND POWER POLE PRECAST PREFABRICATED PROPERTY PROPERTY LINE PULL CHAIN POLYVINYL CHORIDE POLYURETHANE ENAMEL PLYWOOD</p>	<p>PR. PTD. PART. PED. d PERF PERP. PF PC. P.B. PLAS. P-LAM. PL. PNL. PT. P.C.C. LB. or # P.P. PRCST. PREFAB. PROP. P P.C. PVC PVE PLYWD.</p>	<p><b>U</b> UNIFORM BUILDING CODE UNDER CUT UNLESS NOTED OTHERWISE</p>	<p>U.B.C. UC U.N.O.</p>	<p><b>V</b> VINYL COMPOSITION TILE VENTILATOR VERTICAL VESTIBULE VEE JOINT VOLUME VERIFY IN FIELD VINYL WALL COVERING VINYL</p>	<p>VCT VENT. VERT. VEST. V JT. VOL. VIF VVC VYN</p>	<p><b>W</b> WAREHOUSE WATER CLOSET WATER HEATER WATERPROOF or WATERPROOFING WATER RESISTANT WEIGHT WELDED WIRE FABRIC WEST WIDE FLANGE (STEEL) WITH WOOD</p>	<p>WHSE WC W.H. WP WR WT. WWF W. W/ WD. YD.</p>	<p><b>Y</b> YARD</p>	<p>YD.</p>
---	---	---	---	---	--	---	---	--	---	---	---	---	---	--	---------------------------------	---	---	--	---	----------------------	------------

**MATERIALS KEY**

	CONCRETE (PLAN)		PLASTER, GYPSUM BOARD (SECTION & ELEVATION)		EARTH (SECTIONS)
	CONCRETE BLOCK (PLAN AND SECTION)		FINISHED MILLWORK (ARCH) LUMBER (STRUCTURAL)		CONCRETE (SECTIONS)
	ALL WALLS IN PLAN NOTE MATERIALS IN ROOM FINISH SCHED.		PLYWOOD		INSULATION-BATT
	WOOD BLOCKING (ARCHITECTURAL)		METAL-STEEL OR IRON (SECTION) - NOTE IF SPECIAL METAL		RIGID INSULATION BOARD
	WOOD ROUGH LUMBER (ARCHITECTURAL)		SHEET METAL (SECTION)		

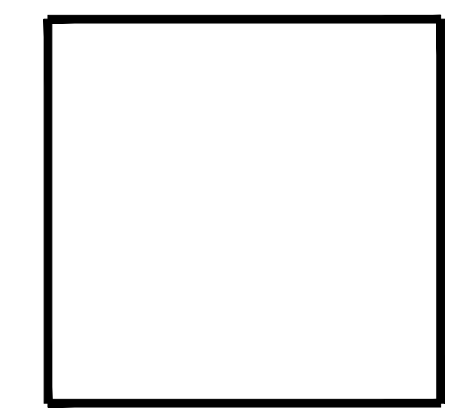
**SYMBOL LEGEND**



THE CITY OF LOS ANGELES  
 DEPARTMENT OF RECREATION AND PARKS

GENERAL MANAGER: MICHAEL A. SHULL  
 SUPERINTENDENT: CATIE SANTO DOMINGO

PROJECT ARCHITECT: \_\_\_\_\_ LIC. NO. \_\_\_\_\_  
 PROJECT ENGINEER: \_\_\_\_\_ LIC. NO. \_\_\_\_\_  
 ASSEMBLER/DRAWN BY: \_\_\_\_\_ DATE: \_\_\_\_\_



PROJECT NAME:  
**WESTMINSTER SENIOR CENTER**  
 REPAIRS AND ADA UPGRADES  
 ADDRESS:  
**1234 S. Pacific Avenue**  
**Los Angeles, CA**

REVISIONS:	DATE:

PLAN NAME:  
 ABBREVIATIONS & SYMBOLS

DRAWN BY: \_\_\_\_\_ APPROVED BY: \_\_\_\_\_

SCALE: \_\_\_\_\_ ISSUE DATE: \_\_\_\_\_

W.O. NO. EXXXX FILE NO. XXXX

DRAWING NO.  
**G104**

SHEET OF SHEETS



THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.



PACIFIC AVE

N 33° 20' 00" W  
304.49'

EXISTING SIDEWALK

ROOF LINE ABOVE

EXISTING PLANTER

EXISTING RAMP AND WALKWAY

(1) EXISTING ADA  
PARKING SPACE

EXISTING SWALE

(12) EXISTING PARKING SPACES

EXISTING PLANTER  
BED

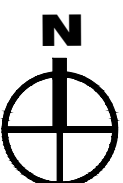
EXISTING WALKWAY

(9) EXISTING PARKING SPACES

EXISTING TRASH  
BIN AREA

S 51° 10' 00" W  
317.21'

WESTMINSTER AVE



**1** EXISTING SITE PLAN  
Scale: 1/16" = 1'-0"

THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

GENERAL MANAGER: MICHAEL A. SHULL SUPERINTENDENT: CATHIE SANTO DOMINGO

PROJECT ARCHITECT: \_\_\_\_\_ LC NO. \_\_\_\_\_

PROJECT ENGINEER: \_\_\_\_\_ LC NO. \_\_\_\_\_

AS-BUILT DRAWN BY: \_\_\_\_\_ DATE: \_\_\_\_\_

PROJECT NAME:  
**WESTMINSTER  
SENIOR CENTER**  
REPAIRS AND ADA UPGRADES  
ADDRESS:  
1234 S. Pacific Avenue  
Los Angeles, CA

REVISIONS:	DATE:
△	
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△	
△	
△	

PLAN NAME:  
EXISTING SITE PLAN

DATE: 00-00-00

DRAWN BY: \_\_\_\_\_ APPROVED BY: \_\_\_\_\_

SCALE: \_\_\_\_\_ ISSUE DATE: \_\_\_\_\_

W.O. NO. FILE NO.  
E0000 X0000

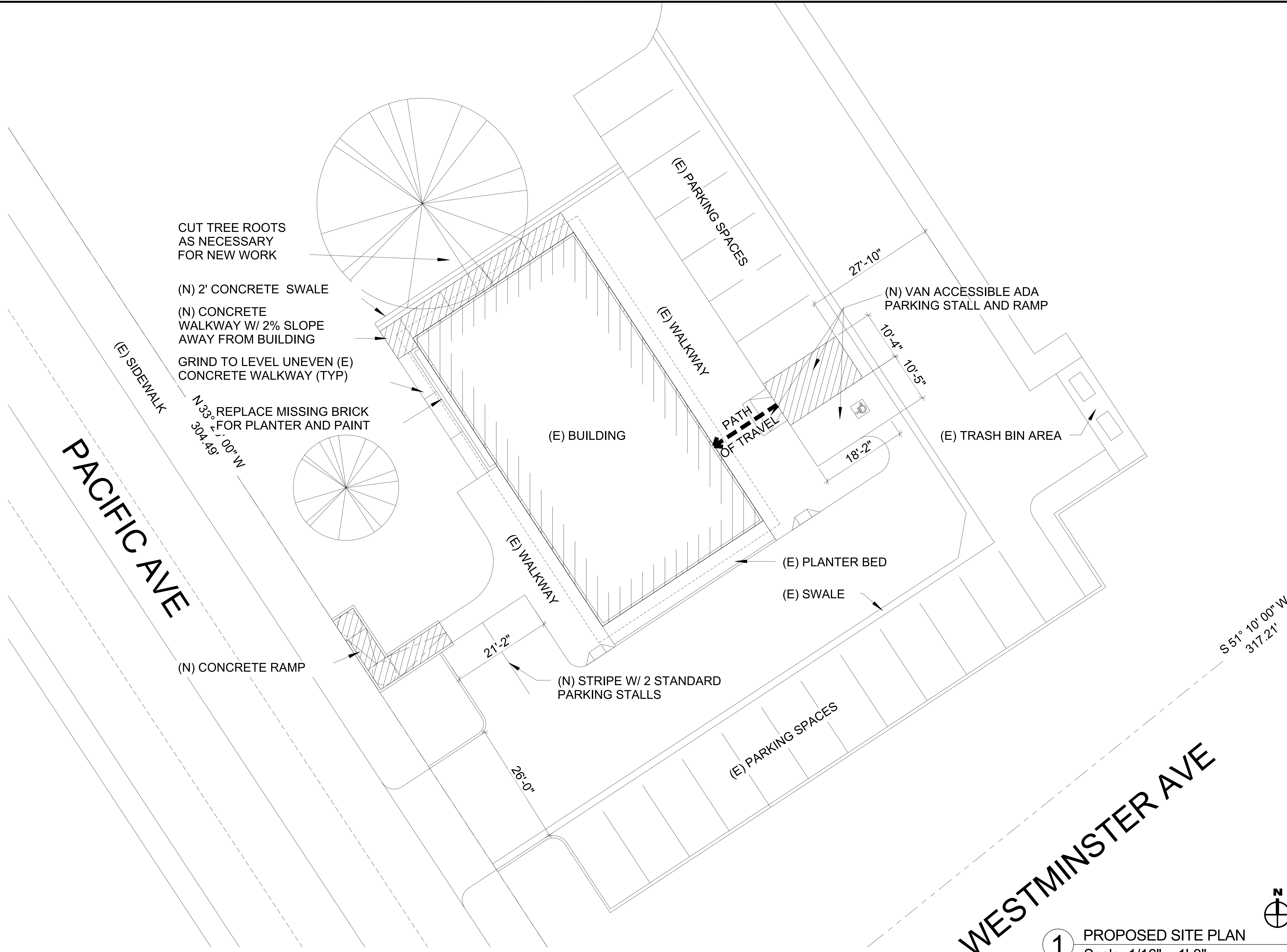
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**A100**

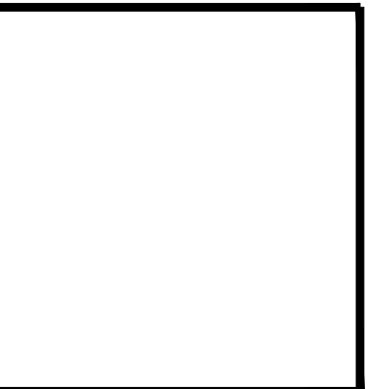
SHEET OF -- SHEETS



THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.



THE CITY OF LOS ANGELES  
 DEPARTMENT OF RECREATION AND PARKS  
 GENERAL MANAGER: MICHAEL A. SHULL  
 SUPERINTENDENT: CATHIE SANTO DOMINGO  
 PROJECT ARCHITECT: \_\_\_\_\_ LC NO. \_\_\_\_\_  
 PROJECT ENGINEER: \_\_\_\_\_ LC NO. \_\_\_\_\_  
 ASSEMBLED DRAWN BY: \_\_\_\_\_ DATE: \_\_\_\_\_

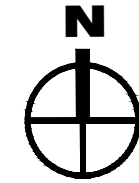


PROJECT NAME:  
**WESTMINSTER SENIOR CENTER**  
 REPAIRS AND ADA UPGRADES  
 ADDRESS:  
 1234 S. Pacific Avenue  
 Los Angeles, CA

REVISIONS:	DATE:
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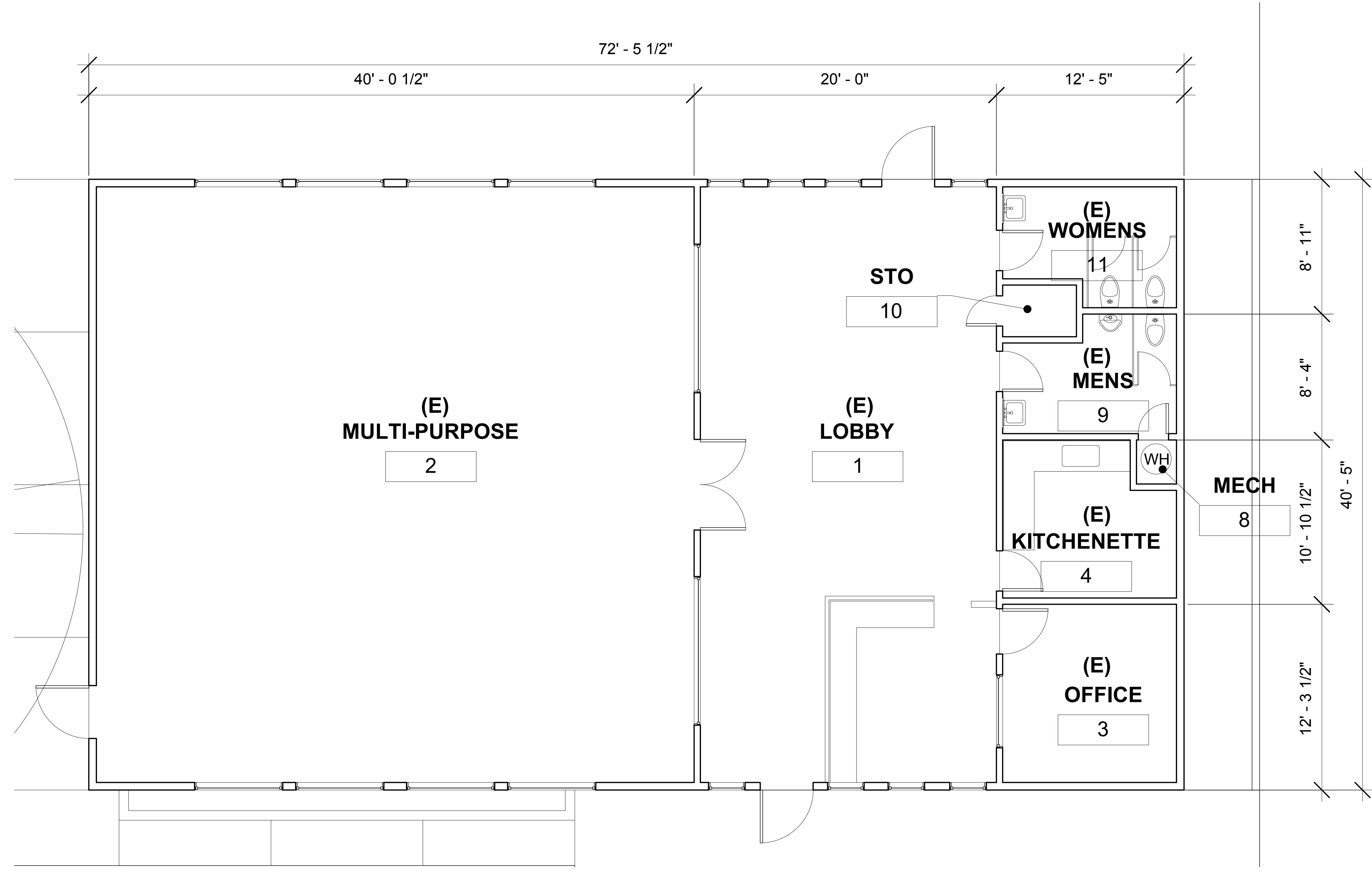
PLAN NAME:  
 PROPOSED SITE PLAN  
 DATE: 00-00-00  
 DRAWN BY: \_\_\_\_\_ APPROVED BY: \_\_\_\_\_  
 SCALE: \_\_\_\_\_ ISSUE DATE: \_\_\_\_\_  
 W.O. NO. EXXXX FILE NO. XXXX  
 DRAWING NO. **A101**  
 SHEET OF -- SHEETS

**1** PROPOSED SITE PLAN  
 Scale: 1/16" = 1'-0"

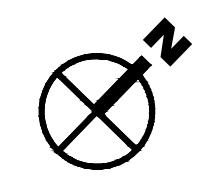




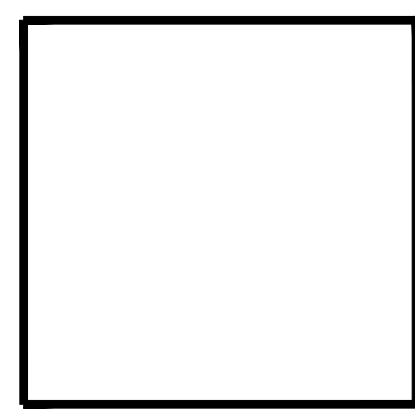
THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.



**1** EXISTING FLOOR PLAN  
Scale: 1/4" = 1'-0"



THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
GENERAL MANAGER: MICHAEL A. SHULL  
SUPERINTENDENT: CATHIE SANTO DOMINGO  
PROJECT ARCHITECT: \_\_\_\_\_ LC NO. \_\_\_\_\_  
PROJECT ENGINEER: \_\_\_\_\_ LC NO. \_\_\_\_\_  
AS-BUILT DRAWN BY: \_\_\_\_\_ DATE: \_\_\_\_\_

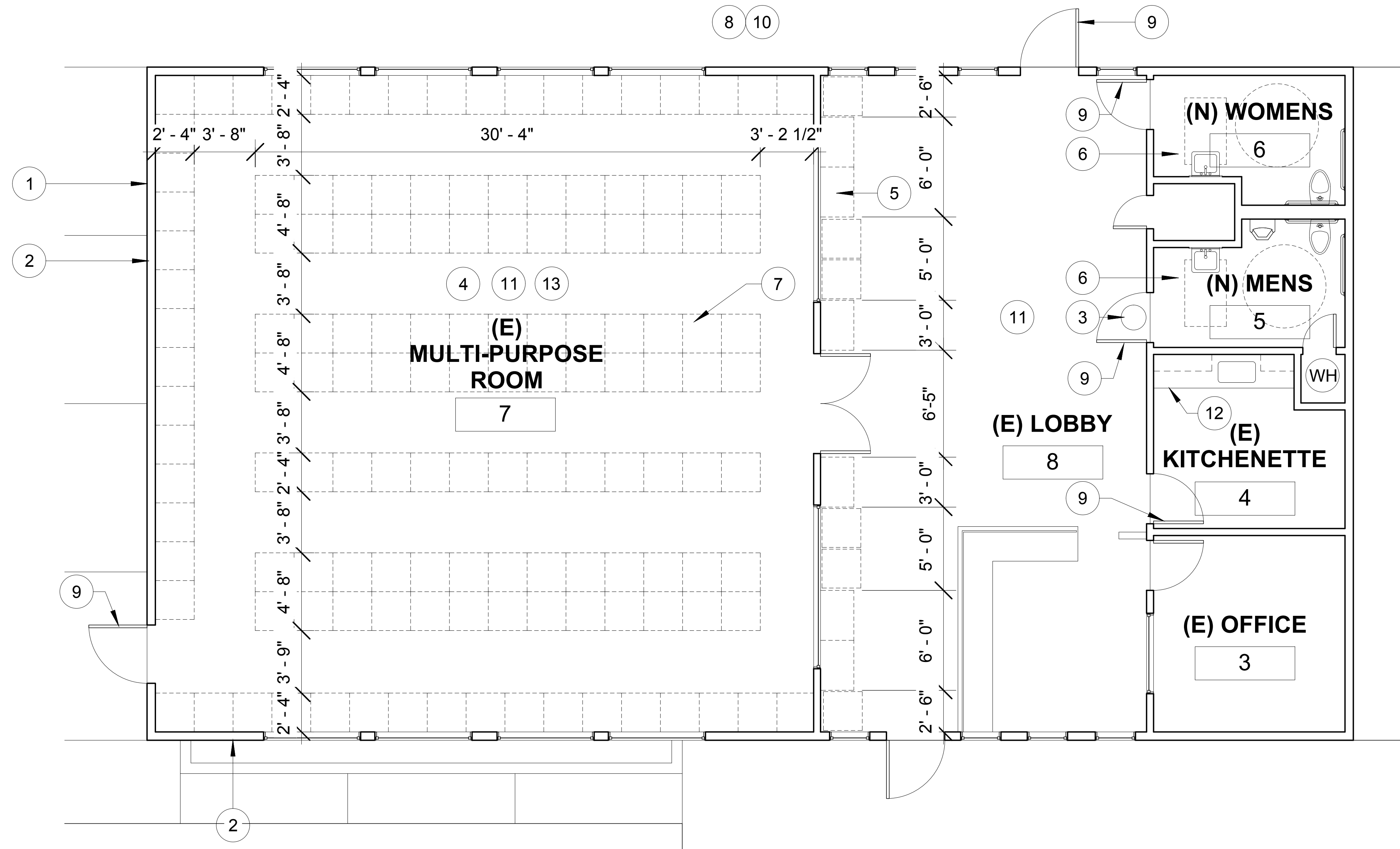


PROJECT NAME:  
**WESTMINSTER SENIOR CENTER**  
REPAIRS AND ADA UPGRADES  
ADDRESS:  
**1234 S. Pacific Avenue**  
Los Angeles, CA

REVISIONS:	DATE:
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PLAN NAME:  
EXISTING FLOOR PLAN  
DATE: 00-00-00  
DRAWN BY: \_\_\_\_\_ APPROVED BY: \_\_\_\_\_  
SCALE: \_\_\_\_\_ ISSUE DATE: \_\_\_\_\_  
W.O. NO. FILE NO.  
EXXXX XXXXX  
DRAWING NO.  
**A102**  
SHEET OF -- SHEETS

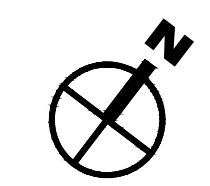
THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.



**KEYNOTES:**

- 1 WEST WALL MOLD MITIGATION
- 2 REPLACE NEW WOOD SIDING (TYP) AND FASCIA
- 3 REPAIR UNDERGROUND BROKEN PIPE
- 4 TERMITE FUMIGATION
- 5 BELONGINGS LAYOUT TABLES (TYP)
- 6 REMODEL RESTROOM FOR ADA ACCESSIBILITY W/ NEW FIXTURES AND ACCESSORIES
- 7 60 GAL ROLL OUT STORAGE BINS
- 8 NEW PAINT EXTERIOR AND INTERIOR
- 9 NEW DOOR AND FINISH HARDWARE
- 10 CLEAN THE FACILITIES INCLUDING WINDOWS, EXISTING LIGHT FIXTURES
- 11 REPLACE NEW FLOORING
- 12 NEW KITCHEN CABINETS
- 13 NEW EXTERIOR AND INTERIOR PAINTING

**1** PROPOSED FLOOR PLAN  
Scale: 1/4" = 1'-0"



THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
GENERAL MANAGER: MICHAEL A. SHULL  
SUPERINTENDENT: CATHIE SANTO DOMINGO  
PROJECT ARCHITECT: \_\_\_\_\_ LC NO. \_\_\_\_\_  
PROJECT ENGINEER: \_\_\_\_\_ LC NO. \_\_\_\_\_  
DATE: \_\_\_\_\_  
AS-BUILT DRAWN BY: \_\_\_\_\_



PROJECT NAME:  
**WESTMINSTER CENTER**  
REPAIRS AND ADA UPGRADES  
ADDRESS:  
**1234 S. Pacific Avenue**  
Los Angeles, CA

REVISIONS:	DATE:
△	
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PLAN NAME:  
PROPOSED PLAN

DATE: 00-00-00

DRAWN BY: \_\_\_\_\_ APPROVED BY: \_\_\_\_\_

SCALE: \_\_\_\_\_ ISSUE DATE: \_\_\_\_\_

W.O. NO. EXXXX FILE NO. XXXX

DRAWING NO.  
**A103**

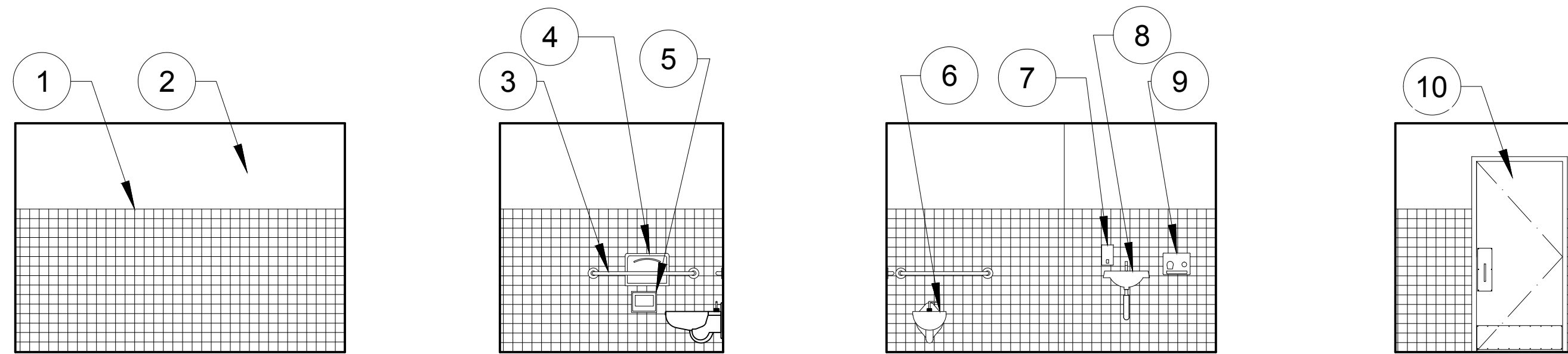
SHEET OF -- SHEETS

KEYNOTES:

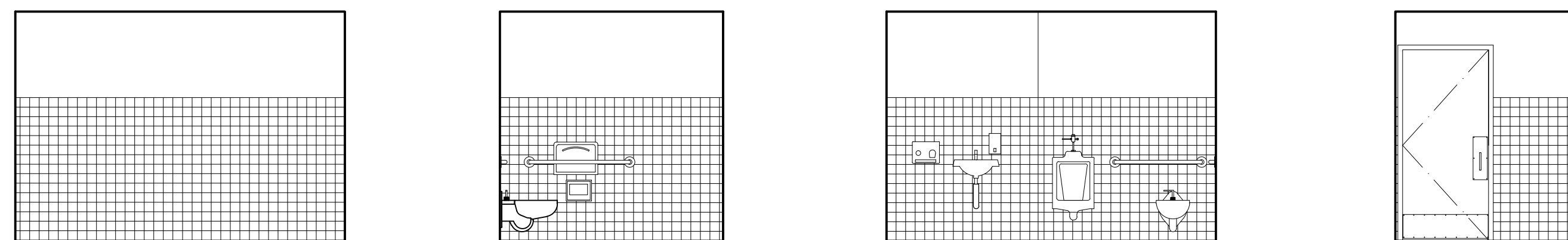
- 1 4X4 TILE WITH BULLNOSE TOP EDGING AND COVE BASE, GLOSS FINISH
- 2 SEMI-GLOSS INTERIOR PAINT
- 3 GRAB BAR (TYP.)
- 4 TOILET SEAT PROTECTOR (TYP.)
- 5 TOILET TISSUE DISPENSER (TYP)
- 6 NEW LOW FLOW TOILET (1.28 GPF MAX)  
(FLUSH ACTUATOR ON WIDE SIDE)
- 7 SOAP DISPENSER
- 8 NEW LAVATORY WITH LOW FLOW FAUCET
- 9 NEW ELECTRIC HAND DRYER
- 10 NEW DOOR AND FRAME, INCLUDE LOCKING HARDWARE

KEYNOTES:

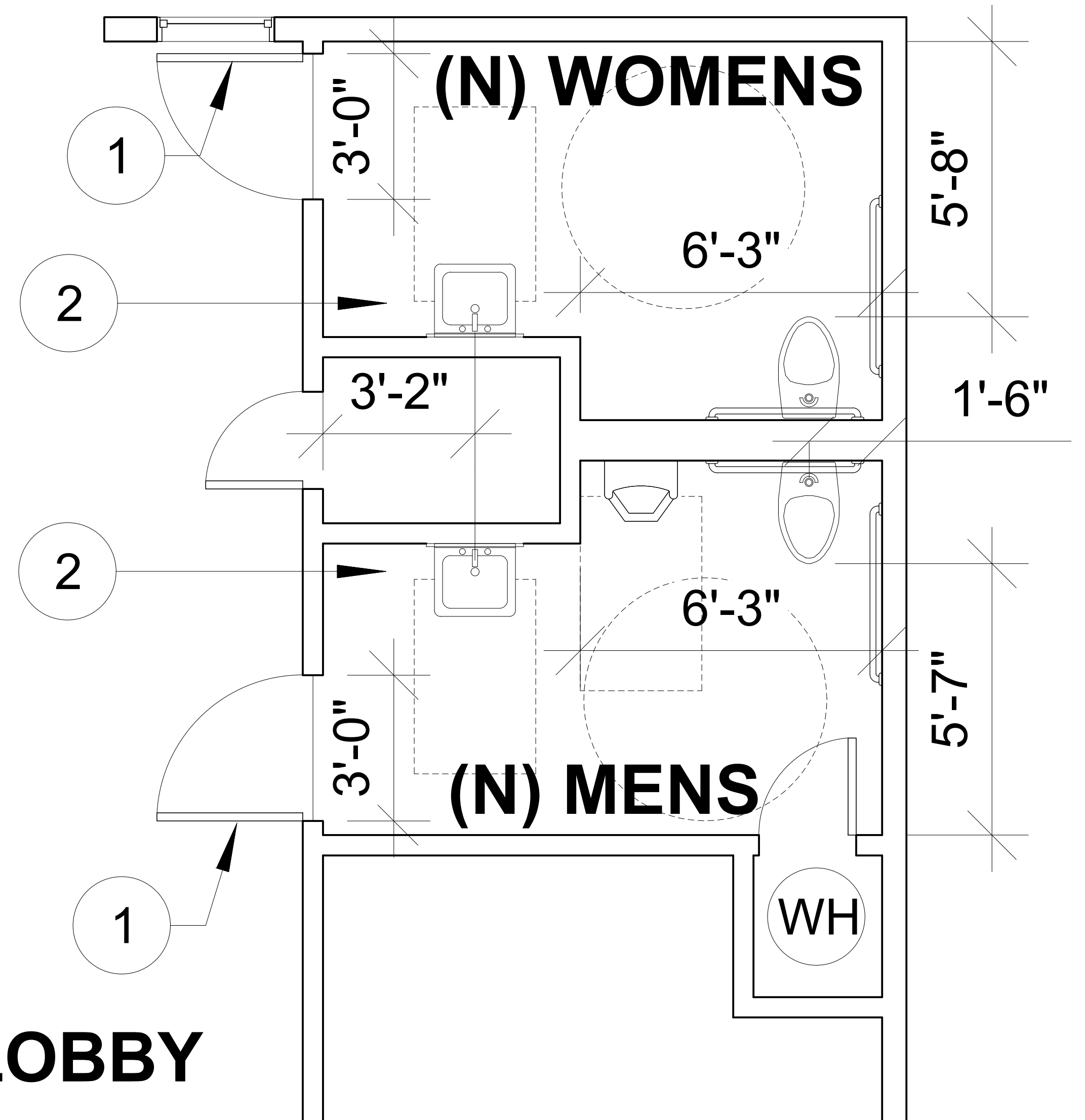
- 1 NEW DOOR AND FRAME, INCLUDE LOCKING HARDWARE
- 2 NEW 2X2 CERAMIC FLOOR TILE, UNGLAZED



**3** WOMENS RESTROOM ELEVATIONS  
Scale: 1/4" = 1'-0"



**2** MENS RESTROOM ELEVATIONS  
Scale: 1/4" = 1'-0"



**1** PROPOSED FLOOR PLAN (ENLARGED)  
Scale: 1/4" = 1'-0"

THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

GENERAL MANAGER: MICHAEL A. SHULL      SUPERINTENDENT: CATHIE SANTO DOMINGO

PROJECT ARCHITECT: \_\_\_\_\_ LC NO. \_\_\_\_\_  
PROJECT ENGINEER: \_\_\_\_\_ LC NO. \_\_\_\_\_  
DATE: \_\_\_\_\_

PROJECT NAME:  
**WESTMINSTER CENTER**  
REPAIRS AND ADA UPGRADES

ADDRESS:  
1234 S. Pacific Avenue  
Los Angeles, CA

REVISIONS:	DATE:

PLAN NAME:  
ENLARGED PLAN  
INTERIOR ELEVATIONS

DATE: 00-00-00

DRAWN BY: \_\_\_\_\_ APPROVED BY: \_\_\_\_\_

SCALE: \_\_\_\_\_ ISSUE DATE: \_\_\_\_\_

W.O. NO. E0000      FILE NO. XXXX

DRAWING NO.  
**A104**

SHEET OF -- SHEETS





EXHIBIT 3



EXHIBIT 4



EXHIBIT 5



West face of the Center along Pacific Avenue



Parking between the Center and the Dog Park



EXHIBIT 5



Homeless activity in the Park



Homeless activity in the Park



EXHIBIT 5



Homeless activity in the Park



Homeless activity in the Park



EXHIBIT 5



Homeless living in vehicles along Main St.



Homeless living in vehicles along Main St.



EXHIBIT 5



Homeless Encampment on Main St.



EXHIBIT 5



Dog Walkers at the Dog Park

# EXHIBIT 6



Top 15 District Census Tracts by Density of Unsheltered Persons	
Council District + Neighborhood Detail	Unsheltered Persons
<b>CD 1</b>	
207102-Chinatown	179
209102-Westlake	158
209200-Downtown Los Angeles	145
209300-Westlake	68
209401-Westlake	61
224200-Pico Union	50
199000-Lincoln Heights	47
197500-Echo Park	42
224410-University Park	40
210010-Pico Union	40
208801-Westlake	36
209403-Westlake	36
185100-Eagle Rock	35
206010-Chinatown	26
209510-Westlake	25
209820-Pico Union	25
<b>CD 2</b>	
124103-North Hollywood	90
123901-North Hollywood	78
123902-North Hollywood	72
123205-North Hollywood	57
127102-Van Nuys	51
123203-North Hollywood	45
123010-Sun Valley	38
143604-Studio City	38
123103-North Hollywood	37
125200-Valley Village	35
125310-North Hollywood	28
102104-Sun Valley	28
123304-North Hollywood	26
127920-Van Nuys	26
122410-North Hollywood	25
<b>CD 3</b>	
134521-Canoga Park	46
137104-Woodland Hills	45
137301-Woodland Hills	33
132300-Reseda	28

Last Update: 7/15/16

**Note:** Data is only for City of Los Angeles. Final population numbers are determined by visual observation of unsheltered persons, Vehicle dwellings (cars, vans, RV's), Tents, and Makeshift shelters. The following conversion factors were used to estimate the number of persons living in cars, vans, campers/RVs, tents and other encampments if enumerators encountered homeless persons living in these environments: For Individuals-Cars = 1.48, Vans = 1.65, RV's = 1.90, Tents = 1.56 and Make-Shift Shelters = 1.59. For Families-Cars = 2.05, Vans = 2.32, RV's = 1.93, Tents = 2.74 and Make-Shift Shelters = 3.28. Demographic survey interviews conducted with 4,946 homeless persons in Los Angeles County Continuum of Care (LA CoC) from January to February 2016 determined these conversion factors for the average number of homeless persons in cars, vans, campers/RVs, tents and make-shift shelters.



# EXHIBIT 6

Last Update: 7/15/16

<b>Top 15 District Census Tracts by Density of Unsheltered Persons</b>	
<b>Council District + Neighborhood Detail</b>	<b>Unsheltered Persons</b>
113233-Canoga Park	27
139402-Tarzana	26
134710-Winnetka	23
131800-Reseda	22
134520-Canoga Park	21
133100-Tarzana	20
137201-Woodland Hills	18
113422-Winnetka	18
131020-Reseda	17
135113-Woodland Hills	17
139401-Tarzana	15
<b>CD 4</b>	
191901-Hollywood	113
980009-Los Feliz	46
128400-Van Nuys	39
143902-Studio City	35
189101-Los Feliz	24
128601-Van Nuys	22
214501-Mid-City West	18
189201-Los Feliz	17
128801-Sherman Oaks	16
143700-Hollywood Hills West	15
141201-Sherman Oaks	15
143100-North Hollywood	12
128500-Sherman Oaks	11
195300-Los Feliz	11
212610-Miracle Mile	10
<b>CD 5</b>	
265520-Westwood	74
267200-Westside	68
265202-Westwood	37
269907-Palms	25
194500-Mid-City West	25
269905-Palms	22
217002-Palms	22
269903-Palms	19
191902-Miracle Mile	16
214600-Mid-City West	15
269800-Palms	15
271801-Mar Vista	14
194402-Mid-City West	13
265510-Westwood	13
271100-Westside	13

# EXHIBIT 6

Last Update: 7/15/16

<b>Top 15 District Census Tracts by Density of Unsheltered Persons</b>	
<b>Council District + Neighborhood Detail</b>	<b>Unsheltered Persons</b>
214700-Mid-City West	13
<b>CD 6</b>	
122122-Sun Valley	119
117408-North Hills	86
980024-Lake Balboa	78
121222-Sun Valley	50
127910-Van Nuys	49
127400-Lake Balboa	48
121102-Sun Valley	40
119700-Arleta	32
128210-Van Nuys	31
128303-Van Nuys	30
117520-North Hills	29
127300-Van Nuys	28
121210-Sun Valley	27
121010-Sun Valley	27
119001-Arleta	26
<b>CD 7</b>	
980021-Pacoima	80
103200-Foothill Trails	65
104701-Pacoima	46
101220-Sunland-Tujunga	39
104821-Pacoima	38
117510-North Hills	37
106407-Sylmar	36
107010-Sylmar	33
101300-Sunland-Tujunga	33
104124-Angeles National Forest	31
107020-Sylmar	28
106113-Sylmar	25
980020-Foothill Trails	23
103101-Sunland-Tujunga	23
106510-Sylmar	21
<b>CD 8</b>	
240200-Green Meadows	104
237202-Vermont Square	78
237710-South Vermont	43
232400-Vermont Square	39
231300-Adams	35
240401-South Vermont	34
221810-Adams	30
240800-Green Meadows	29
241202-Green Meadows	26

# EXHIBIT 6

Last Update: 7/15/16

<b>Top 15 District Census Tracts by Density of Unsheltered Persons</b>	
<b>Council District + Neighborhood Detail</b>	<b>Unsheltered Persons</b>
240300-South Vermont	26
234600-Baldwin Hills / Crenshaw	24
240700-Green Meadows	23
238000-South Vermont	22
221601-Adams	21
234501-Baldwin Hills / Crenshaw	21
<b>CD 9</b>	
231800-South Park	333
231100-South Central	183
226700-South Central	169
232700-Vermont Square	138
231720-Vermont Square	136
228420-South Park	128
228320-South Park	90
229300-South Park	66
226001-Downtown Los Angeles	66
239201-South Park	65
224600-South Central	63
231900-South Park	61
239802-South Park	57
232120-Vermont Square	50
232800-South Park	49
<b>CD 10</b>	
236203-Baldwin Hills / Crenshaw	64
221302-West Adams-Expo Park	41
221303-West Adams-Expo Park	38
236202-Baldwin Hills / Crenshaw	37
234200-Baldwin Hills / Crenshaw	34
216900-Miracle Mile	34
270300-Mid City	31
212101-Wilshire Center-Koreatown	29
217200-Miracle Mile	28
234300-Baldwin Hills / Crenshaw	28
211802-Wilshire Center-Koreatown	24
220000-Adams-La Brea	23
219500-Adams-La Brea	19
212502-Wilshire Center-Koreatown	19
219700-Adams-La Brea	17
219010-West Adams-Expo Park	17
221402-West Adams-Expo Park	17
<b>CD 11</b>	
277400 -Westchester/Playa Del Rey	349
273402 -Venice	178



# EXHIBIT 6

Last Update: 7/15/16

<b>Top 15 District Census Tracts by Density of Unsheltered Persons</b>	
<b>Council District + Neighborhood Detail</b>	<b>Unsheltered Persons</b>
273300 -Venice	128
274100 -Venice	123
273502 -Venice	116
273200 -Venice	77
273100 -Venice	68
262704 -Pacific Palisades	67
274202 -Venice	52
273902 -Venice	50
262706 -Pacific Palisades	44
262802 -Pacific Palisades	43
275200 -Del Rey	38
278001 -Westchester/Playa Del Rey	36
271902 -Mar Vista	36
<b>CD 12</b>	
109800-North Hills	48
111301-Granada Hills	34
111202-Granada Hills	34
115202-Northridge	31
117301-North Hills	30
980023-Chatsworth	25
117404-North Hills	25
113237-Chatsworth	24
113321-Chatsworth	22
117303-North Hills	22
131010-Reseda	20
113213-Chatsworth	20
131400-Reseda	19
111206-Northridge	19
115403-Northridge	18
106603-Granada Hills	18
<b>CD 13</b>	
192700-Hollywood	227
191000-Hollywood	120
195802-Rampart Village	90
190700-Hollywood	72
190802-Hollywood	72
192620-Wilshire Center-Koreatown	61
190801-Hollywood	56
191302-Hollywood	54
191201-Hollywood	54
195500-Silver Lake	52
190201-Hollywood Hills West	50
195710-Echo Park	48

# EXHIBIT 6

Last Update: 7/15/16

<b>Top 15 District Census Tracts by Density of Unsheltered Persons</b>	
<b>Council District + Neighborhood Detail</b>	<b>Unsheltered Persons</b>
191610-Hollywood	44
208402-Echo Park	42
190902-Hollywood	39
<b>CD 14</b>	
206300-Skid Row	1032
206200-Skid Row	552
226002-Downtown Los Angeles	348
206050-Boyle Heights	144
207301-Skid Row	100
207302-Skid Row	93
207710-Downtown Los Angeles	90
205120-Boyle Heights	77
206031-Downtown Los Angeles	59
207400-Downtown Los Angeles	58
224010-Downtown Los Angeles	49
204600-Boyle Heights	42
181000-Eagle Rock	37
206032-Boyle Heights	37
204920-Boyle Heights	27
207900-Downtown Los Angeles	27
<b>CD 15</b>	
980014-Wilmington	220
294110-Wilmington	86
297110-San Pedro	61
292000-Harbor Gateway	57
291300-Harbor Gateway	55
294830-Wilmington	49
294302-Wilmington	47
293302-Harbor City	47
242600-Watts	46
297120-San Pedro	45
609900-La Rambla	44
242700-Watts	44
294421-Harbor City	39
294810-Wilmington	38
296500-San Pedro	36
241002-Green Meadows	36

**BOARD REPORT**

NO. 16-077

DATE August 10, 2016

C.D. All

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: FENCE AND WALL INSTALLATION, MAINTENANCE AND/OR REPAIRS --  
REQUEST FOR QUALIFICATIONS

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

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

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

RECOMMENDATIONS

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

SUMMARY

RAP is in need of fence and wall installation, maintenance and/or repair contracts that provide design, engineering, fabrication, installation, repair and/or maintenance of chain-link fencing (permanent or temporary fencing), backstops, omega fencing, all ornamental fencing (including tubular and solid bar), automatic driveway gates, tubular driveway gates (i.e., rhino gates), guardrails, flag poles, wood-creek/recycled lumber fences, all golf fence netting systems, and masonry walls (including retaining walls and block walls). RAP staff cannot provide these services; therefore, one or more fence and wall installation, maintenance and/or repair contracts are required.

The City of Los Angeles Department of General Services/Supply Services (City) currently has two contracts that are limited in scope for the type of fences and type of services. The two City contracts

## BOARD REPORT

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do not meet RAP's needs to install various types of fences, nor do the two contracts provide repairs and/or maintenance for these various type of fences at the four hundred fifty (450) parks that are under RAP's jurisdiction.

Each park location has different fencing preferences based on park activities, safety containment (for sports such as baseball and golfing), landscaping, security (environment of the residential areas), and protection of neighboring property borders. The respondents may submit qualifications in any of the following specialties:

- a) Chain-Link and/or Omega Fencing
- b) Ornamental Fencing
- c) Sports Netting/Fencing
- d) Masonry Walls

The several qualified types of fencing contracts will provide RAP Planning, Construction and Maintenance Branch adequate resources for fencing-related services to modernize current park locations and the creation of new parks.

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

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

### Evaluation Process

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

If any responders are determined to be successful in meeting the City's minimum qualifications requirements pursuant to the Level I evaluation and submitted all required documents for Level II evaluation, then a recommendation will be made to the Board for award of contracts to them. In the interest of maintaining a competitive environment and maximizing the City's contracting options, RAP staff may choose to recommend awarding a contract to multiple vendors. If multiple vendors

## BOARD REPORT

PG. 3

NO. 16-077

are awarded this contract, they will have the opportunity to submit a competitive quote for each project issued by RAP's Planning, Construction and Maintenance Branch, within the terms of this contract. Projects will be awarded solely on the prices submitted by the vendors.

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

### FISCAL IMPACT STATEMENT

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

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

### LIST OF ATTACHMENTS

- 1) Proposed Request for Qualifications



# REQUEST FOR QUALIFICATIONS



## City of Los Angeles Department of Recreation and Parks

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

### FENCE AND WALL INSTALLATION, MAINTENANCE AND/OR REPAIRS

**Mandatory Pre-Qualification Conference: Time, Day, Date**  
**Submission Deadline: Time, Day, Date**

#### RESPONDENT'S CONTACT INFORMATION

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

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

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

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

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

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

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**REQUEST FOR QUALIFICATIONS FOR  
FENCE AND WALL INSTALLATION, MAINTENANCE AND/OR REPAIRS  
VARIOUS WORK ORDER NUMBERS**

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

**IMPORTANT DATES / LICENSE REQUIREMENTS**

**MINIMUM LICENSE REQUIREMENTS:**

- a) Chain-Link and/or Omega Fencing: valid C-13 License
- b) Ornamental Fencing: valid C-23 License
- c) Sports Netting/Fencing: valid A, B, or C-13 License
- d) Masonry Walls: valid B License

**MANDATORY PRE-QUALIFICATION MEETING:**

A **Mandatory** pre-qualification meeting will be conducted on **Day, Date** at **Location to be Determined**

**DEADLINE AND DELIVERY INFORMATION:**

Proposals must be received no later than 3:00 p.m. on **Day, Date**.

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

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

RFQ for **FENCE AND WALL INSTALLATION, MAINTENANCE AND/OR REPAIRS** –  
RESPONSE ENCLOSED

Name and Address of Firm

Responses must be mailed or delivered in person to:

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

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

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

## RESPONDENT'S CHECKLIST

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

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

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

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

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



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

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

STREET \_\_\_\_\_

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

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

➤ RESPONDENT'S FAX NUMBER \_\_\_\_\_

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

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

➤ RESPONDENT'S CHECK LIST

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

\_\_\_\_\_  
Initial

**BY:**

(Signature) \_\_\_\_\_ Date \_\_\_\_\_

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

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

## INTRODUCTION, RESPONDENT'S INSTRUCTIONS, AND SUBMITTALS

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

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

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

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

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

### DESCRIPTION OF REQUESTED SERVICES

Fence and wall installation, maintenance and/or repairs.

### EXPEDITED AWARD AND EXECUTION OF CONTRACT

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

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

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

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

#### **RAP CONTACT FOR INFORMATION AND ASSISTANCE**

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

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

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

#### **MANDATORY PRE-QUALIFICATION MEETING**

Respondents are required to attend a pre-qualification meeting scheduled for **Day, Date**, at the City of Los Angeles, Department of Recreation and Parks, Location **TO BE DETERMINED**.

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

#### **SUBMITTAL DEADLINE/OPENING OF PROPOSALS**

Proposals must be received no later than 3:00 p.m. on **Day, Date** of the RFQ submittal date.

NO facsimile Responses or facsimile modifications of Responses will be accepted. Supplemental material may be requested by the City and shall be submitted by the Respondent in original form to the RAP contact at the address provided above.

Respondents are invited to attend the public session in which the RFQ Responses will be opened. At the session, **ONLY THE NAMES OF THE RESPONDENTS WILL BE READ AND RECORDED**.

For information regarding the delivery of proposals and the time, date and location of the public session, please refer to the Deadline and Delivery Information section at the top of this RFQ.

#### **REVIEW OF RESPONSES**

After the Responses are opened, City staff will review the RFQ Responses and MAY make recommendations to the Board at a date to be determined regarding the successful Respondents (if any) and the award of one or more as-needed contracts. The Respondent's past history will be reviewed. If the City determines that additional information is required, the City will request it.

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

## REJECTION OF RESPONSES/RE-ISSUANCE OF RFQ

In accordance with Los Angeles City Charter section 371(c), "The City shall reserve the right to reject any and all bids or proposals and to waive any informality in the bid or proposal when to do so would be to the advantage of the City. The City may also reject the bid or proposal of any bidder or proposer who has previously failed to timely and satisfactorily perform any contract with the City."

## RESPONDENT ERRORS/WITHDRAWAL OF RESPONSES

In general, a Respondent will not be released on account of errors. After Responses have been opened and declared, no Responses shall be withdrawn, except with the consent of the Board and only under the following conditions:

The Respondent sends within five (5) calendar days after the opening of the Responses, a written notice of a material error in the Response to the Board Secretary at the following address:

Board of Recreation and Park Commissioners  
Attention: Board Secretary  
221 North Figueroa Street, Suite 300  
Los Angeles, CA 90012

In the notice, the Respondent:

- A. Specifies that the error results in a Response that is materially different than intended and describes in detail how the error occurred;
- B. Provides supporting documentation, including original material (should RAP require additional clarification, information and/or documentation, the Respondent must respond within two (2) working days after receiving notification from the Board Office);
- C. Acknowledges that should their request to withdraw be granted by the Board, it is with the understanding that the Board will not accept a Response from them for this contract should there be a need to re-issue this RFQ.

Errors involving substitution of the listed Subcontractors are detailed elsewhere in this RFQ under the section entitled Subletting and Subcontractors.

## RFQ SUBMITTAL ITEMS

Respondents must submit the following:

- **Two (2)** complete original RFQ Responses, AND
- An unbound copy of the original RFQ Response, AND
- A scanned PDF electronic copy of the RFQ Response (indicate if the copy is on a CD and mark which CD if more than one CD is enclosed, or include it on a USB flash drive)

Each original Response must include the RFQ document with any Addenda, and all required information, forms and documentation with original initials and signatures in a sealed envelope, boxes, or package addressed to the **Board of Recreation and Park Commissioners, Attention: Board Secretary, 221 N. Figueroa Street, Suite 300, Los Angeles, CA 90012. All envelopes must show the contract title and the Responder's name and address, with "RESPONSE ENCLOSED" indicated in bold letters, and must be received at the above address not later than 3:00 P.M.** of the RFQ submittal date designated on Page 3 of this RFQ: "Important Dates/License Requirements". Responders are invited to be present at the time of RFQ opening at the above address, at the time indicated. **THIS IS NOT A BID, SO ONLY THE NAME OF THE RESPONDERS WILL BE READ AND RECORDED.** City staff will then review

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

the RFQ's and MAY make recommendations to the Board (at a date to be determined) on the successful responders (if any) and award of an as-needed contract for the Commission's consideration. NO Facsimile Responses or Facsimile modifications of Responses will be accepted. Supplemental material may be requested by the City and shall be submitted by the Responder in original form at the address stated above. **Failure to submit two (2) complete original responses plus the extra unbound copy and electronic copy as required may result in your Response being deemed non-responsive.**

### **USE OF CITY-ISSUED FORMS**

Respondents must complete and submit the forms provided. Any alteration or modification of the forms is prohibited. Any unauthorized conditions, limitations or provisions attached to an RFQ Response *may* be cause for rejection of the Response.

### **SIGNATORIES AND SIGNATURE BLOCKS**

Respondents must provide a sample signature block that includes the proper signatories and signatures as outlined below. Failure to provide the required signatories/signature(s) for contract documents with the Response may render the Response non-responsive):

If the Respondent is:

An Individual (Individual DBA [Name of Company] Etc.): Individual must sign, using full name.

A Partnership: One (1) general partner must sign.

A Joint Venture: All parties to the Joint Venture must sign.

A Corporation: The following signatories must sign and the corporate seal must be attached to such signatures:

- Two (2) signatures: One (1) by the Chairman of the Board of Directors, President, or a Vice President and one (1) by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer.
- One (1) signature by a Corporate-Designated Individual together with the properly attested resolution of the Board of Directors authorizing the person to sign on behalf of the corporation. An authorized agent may sign for a corporation provided the City is furnished a certified copy of the Board of Directors Resolution authorizing such person to execute the documents on behalf of the corporation. Minutes of the Board of Directors authorizing such person to execute the documents on behalf of the corporation. This certified copy must be certified by the Secretary or Assistant Secretary of the Corporation and the signature of the Secretary or Assistant Secretary must be affirmed by a notary jurat.

### **LICENSE INFORMATION**

Respondent shall provide on page 1 of this RFQ the number of his/her qualifying professional license procured under the provisions of Article 5, Chapter 9, Division III of the Business and Professions Code of the State of California.

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



## PROTEST PROCEDURES

The purpose of these procedures is to provide a method for resolving, prior to award, protests regarding the award of contracts by the City, by and through its Board. These procedures are for the benefit of the City and are not intended to establish an administrative requirement that must be exhausted by the protesting Respondent prior to pursuing any legal remedy which may be available. For this reason, no Respondent shall have any right to due process, should the City fail to follow these procedures for any reason within its discretion. However, failure by a Respondent to follow the protest procedures as discussed below will create the presumption that any subsequent legal action in a court of competent jurisdiction is of no merit. These procedures will enable the Board to ascertain all of the facts necessary to make an informed decision regarding the award of the contract.

It is the policy of the Board that:

1. Officially signed and dated protests are received prior to the Board's award of any contract in response to this RFQ.
2. Protests are transmitted via US Mail to:

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

OR

Advance, officially signed and dated, copies of protests will be accepted via fax within the protest period to the Board Secretary, Board of Recreation and Park Commissioners at (213) 202-2610. If faxing a protest, please notify the Board Office at (213) 202-2640 prior to transmission, and attach a cover sheet to the transmittal

3. If filing a protest against another Respondent, the Board will only consider such protests if it appears that either Respondent may have a substantial and reasonable prospect of receiving an award if the protest is denied or sustained.
4. Protests from agencies concerned with contract compliance matters may be considered by the Board beyond the protest period. These protests will receive due consideration if the agency submits the protest in a timely period and such protest affects a Respondent who appears to have a substantial and reasonable prospect of receiving an award if the protest is denied or accepted.
5. Protests meeting the above criteria will be evaluated by staff and any recommended actions will be presented in a written report to the Board. Protesting parties and firms protested against will be notified of the time and date that the written report will be discussed in a public session of the Board of Recreation and Park Commissioners. Protesting parties and firms protested against will be given the opportunity to present their arguments at the public session.

Prime Contractors are requested to advise their potential Subcontractors of this protest period policy. In addition, protests against a Prime Contractor by a Subcontractor with a direct financial interest that may be adversely affected by the determination of the protest may be considered by the Board beyond the protest period.

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

## RESPONDENT QUALIFICATIONS/EVALUATION

The intent of this RFQ is to produce a list of pre-qualified contractors that will be eligible to submit proposals for projects on an as-needed basis. RAP will evaluate the Responses received and make recommendations to the Board regarding the selected Respondents with whom to enter into contracts for the provision of as-needed services. RAP may recommend the execution of contracts with multiple Respondents for inclusion on the list. Contracts will be awarded based on the completeness of the Response and the Respondent's qualifications.

The Respondent's qualifications will be evaluated based on the minimum qualification criteria below. All qualifications **MUST** be provided on Form C (Project Qualification Form) of this RFQ. Print out additional Project Qualification Forms as necessary. Respondents must meet minimum requirements in order to qualify for a contract award. If acceptable proof of qualifications is not provided, the Response will be considered non-responsive.

**This is a pre-qualified contract. RAP may recommend multiple pre-qualified Respondents for this contract. All pre-qualified Respondents will compete for projects issued by RAP on an as-needed basis. The award of this contract will be based on the Respondent's qualifications, which will be evaluated based on the information provided in the Response.**

### DEFINITIONS:

Includes but is not limited to the design, engineering, fabrication, purchase, installation, maintenance and/or repair of chain-link fencing (permanent or temporary fencing), backstops, omega fencing, all ornamental fencing (including tubular and solid bar), automatic driveway gates, tubular driveway gates (i.e., rhino gates), guardrails, flag poles, wood-creek/recycled lumber fences, all golf fence netting systems, and masonry walls (including retaining walls and block walls).

### MINIMUM QUALIFICATIONS:

#### General Requirements all Respondents **MUST** meet:

Years in Business: Unless otherwise stated, qualifying projects must have been completed in the last five (5) years, or no later than August 1, 2011. Projects must have been performed in the State of California with valid California Contractors Licenses as specified under each category. Respondents must have directly managed and/or performed 100% of the installation. The installation must have been performed in accordance with the designer's and/or manufacturer's specifications to the satisfaction of the awarding parties.

#### 1) CHAIN-LINK AND/OR OMEGA FENCING:

Check this box if you qualify for Chain-Link and/or Omega Fencing and have provided evidence of your qualifications.

Respondent must have completed a minimum of ten (10) chain-link and/or Omega fencing installation projects, each consisting of 1,500 Lineal Feet (LF) or more, and the work must have been performed under a valid C-13 Fencing license. All chain-linked/Omega work must have been performed by the Respondent.

**2) ORNAMENTAL FENCING:**

Check this box if you qualify for **Ornamental Fencing** and have provided evidence of your qualifications.

Respondent must have completed a minimum of ten (10) Ornamental Fencing projects performed. All on-site and off-site fabrication of the submitted projects must have been performed by a certified Los Angeles fabricator. Each project submitted must be a minimum of 700 LF. All projects must have been performed under a C-23 (Ornamental Fencing) license.

**3) SPORTS NETTING/FENCING:**

Check this box if you qualify for **Sports Netting/Fencing** and have provided evidence of your qualifications.

Respondent must have completed a minimum of five (5) sports netting/fence installations in the last ten (10) years. Projects must have consisted of steel fence poles placed at approximately 50 ft. spacing, varying in height from approximately 60 ft. to a maximum of 80 ft., with a design that allowed for the ability to increase the height of the poles to a minimum of 120 feet. Netting must have been installed in such a manner as to alleviate/minimize balls from hitting the poles. License requirements: A, B, or C-13.

**4) MASONRY WALLS:**

Check this box if you qualify for **Masonry Walls** and have provided evidence of your qualifications.

Respondent must have completed a minimum of ten (10) masonry wall installation projects within the City of Los Angeles, each consisting of at least 1,500 LF and a minimum height of 8 ft. or higher, and the work must have been performed under a valid B license.

**Office Locations:** Respondent must have an established office(s) within one of the following Southern California counties: Los Angeles, Orange, Riverside, San Bernardino, San Diego, or Ventura County.

**Compliance History:** All qualifications submitted are required for any future work for the City and shall be done in accordance with all the applicable rules and regulations as follows:

- 1) Respondents must have current licenses and be in good standing with The California State License Board as follows:
  - a) Chain-Link and/or Omega Fencing: valid C-13 License
  - b) Ornamental Fencing: valid C-23 License
  - c) Sports Netting/Fencing: valid A, B, or C-13 License
  - d) Masonry Walls: valid B License
  
- 2) Must meet all current bonding requirements with the City of Los Angeles.

**REQUIRED DOCUMENTATION:**

- a. Introductory/Cover Letter (Maximum Length: Three [3] Pages)
  - (1) Provide a brief narrative on the firm's history, organizational structure and years in business;
  - (2) Discuss the firm's ability to provide the scope of work or range of services identified in this RFQ;
  - (3) Identify the locations and sizes of the corporate headquarters and branch offices;
  - (4) Identify which office(s) will have the primary responsibility for providing client services and provide the name and phone number of the principal office manager(s).
  
- b. Professional Experience and Qualifications
  - A. Provide a brief summary of key personnel, including any sub-consultants/subcontractors, citing their education, work experience, and professional registrations, certifications and affiliations as applicable.
  - B. Work experience should identify the year, job title, and the name of the employer at the time the work was performed (if résumés are included as part of this Response, they should be limited to two [2] pages for each person).
  - C. Include a statement that the firm possesses the personnel necessary to provide the scope of work or services identified in this RFQ and meet the minimum certification requirements. Proof of these certifications must be provided as part of this RFQ.
  
3. Performance Bond

A Performance Bond may be required once a project is awarded to CONTRACTOR: Staff will determine whether a Performance Bond is required based on the size, scope and/or impact a project may have. If a Performance Bond is required, it is requested that acceptable bond and insurance documents be submitted within ten (10) working days after notice of award of any as-needed projects. Proof of Performance Bonds may be submitted to the Department Contract Administrator, Attention: Jim Newsom, 6335 Woodley Ave, Van Nuys, California, 91406.

NOTE: Bonds must also be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

If it is determined that a performance bond is required, the awarded Contractor/s will be required to maintain a minimum Performance Bond in the amount or greater than the awarded bid dollar amount unless otherwise stated by the Contract Administrator. A faithful Performance Bond shall be executed by Contractor and by a responsible corporate surety company prior to the entry and start of any as-needed projects. The form of bond for the faithful performance of the contract shall be such that the CITY may proceed against Contractor immediately upon default in the performance of the Contract as defined in this agreement.
  
4. Relevant Project Experience

**All qualifications MUST be provided on Form C of this RFQ. Print out additional Project Qualification Forms as necessary. Respondents must meet the minimum requirements in order to be qualified.**

## CONTRACT INFORMATION AND REQUIRED ITEMS FOR SELECTED PROPOSERS

### MODIFICATIONS TO THE STANDARD SPECIFICATIONS FOR RAP CONSTRUCTION CONTRACTS

All Respondents are advised to refer to the Specifications and Proposed Contract Language for modifications to the Standard Specifications for Recreation and Parks Construction Contracts.

### COMPLIANCE DOCUMENTS

This is a new RFQ for a new contract. Previous compliance document submittals and/or waivers do not apply. New forms must be completed and processed.

As part of the RFQ process, all Respondents are to review, complete, and submit the following compliance documents. Information, related forms, and instructions are located in Exhibit C of the RFQ (“Compliance Documents”).

Additional information regarding some compliance documents may be available at the Pre-Qualification Meeting, on a City website, and/or by phone with the administering Department of a given ordinance or compliance document. Exemptions from certain ordinances may also apply. RAP reserves the right to request additional information and/or clarification regarding submitted compliance documents during the evaluation process.

The following compliance documents MUST be included with your Response:

- Responder’s Signature Declaration and Affidavit (Section I.A of Exhibit C)  
The Affidavit of Non-Collusion document must be signed and notarized.
- Disposition of Proposals (Section I.B of Exhibit C)  
The document must be signed by an individual authorized to bind the Respondent.
- Certification of Compliance with Child Support Obligations (Section I.C of Exhibit C)
- Contractor Responsibility Ordinance Statement (Section I.D of Exhibit C)  
All pages of the document must be completed and submitted with the response. The first AND last page must be signed.
- Contractor Responsibility Ordinance – Pledge of Compliance (Section I.E of Exhibit C)
- Living Wage Ordinance (LWO)/Service Contractor Worker Retention Ordinance (SCWRO) – *only if applying for an exemption* (Section I.F of Exhibit C)

Submittal of documents only required if the Respondent is applying for an exemption to the ordinance requirements.

- Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit C)

It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) concerns an equal opportunity to participate in the performance of all City contracts. Respondents will assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs, SBEs, EBEs, DVBEs,

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and OBEs, have an equal opportunity to compete for, and participate in, City contracts. Equal opportunity will be determined by the Respondents' BIP outreach documentation, as described in Business Inclusion Program (BIP) Requirements (Section I.E of Exhibit B), of this RFP. Participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs may be in the form of subcontracting. Proposers must refer to Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit C) of this RFP for additional information and instructions. BIP outreach must be performed using the Business Assistance Virtual Network ([www.labavn.org](http://www.labavn.org)). A proposer's failure to utilize and complete their BIP Outreach as described in Business Inclusion Program (BIP) Requirements (Section I.G of Exhibit C) may result in their proposal being deemed non-responsive.

The anticipated participation levels are as follows:

MBE Participation:	<u>18%</u>
WBE Participation:	<u>4%</u>
SBE Participation:	<u>25%</u>
EBE Participation:	<u>8%</u>
DVBE Participation:	<u>3%</u>

- Municipal Lobbying Ordinance/Bidder Certification – CEC Form 50 and CEC Form 55 (In Section I.H of Exhibit C)  
 Please read the instructions in Exhibit C, Section H.
- Los Angeles Residence Information (Section I.I of Exhibit C)
- Reporting Requirements After Award of Contract (Section I.J of Exhibit C)
- Equal Employment Practices Certification (Section I.K of Exhibit C)
- Child Care Policies (Section I.L of Exhibit C)
- Iran Contracting Act of 2010 (Section I.M of Exhibit C)

Only the Respondent(s) selected for award of the contract shall submit the following additional required items (within 10 calendar days of notification by Department):

- Americans with Disabilities Act Certification
- Business Tax Registration Certificate
- Affirmative Action Plan
- Equal Benefits Ordinance Statement
- City-approved Proof of Insurance
- City-approved Performance Deposit
- First Source Hiring Ordinance
- LWO/SCWRO – additional related forms from item (f) above
- Slavery Disclosure Affidavit

Failure of the successful Respondent to submit all the required documents in section ‘n’ through ‘v’ of Exhibit C will render the awarded contract noncompliant, meaning no contract will be awarded, no work can be performed under the contract, and no payments will be made until all required forms are submitted and/or uploaded to BAVN. Failure to submit any forms or comply with any requirements on sections ‘a’ through ‘m’ of Exhibit C with the RFQ Response may render the response non-responsive, and no contract

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will be awarded. **Missing signatures on a form will render it incomplete, which may result in the Response being deemed non-responsive.**

### **LOS ANGELES CITY BUSINESS ASSISTANCE VIRTUAL NETWORK (BAVN) SUBMITTALS**

The following documents are to be uploaded to the City of Los Angeles Business Assistance Virtual Network (BAVN) at [www.labavn.org](http://www.labavn.org) within ten (10) calendar days after the notice of award of this contract:

- Affirmative Action Documents
- Equal Benefits Ordinance
- First Source Hiring Ordinance
- Non-Discrimination/Equal Employment Practices Provisions
- Slavery Disclosure Ordinance

All above documents must be completed, signed, and uploaded in order for the contract to be compliant. **Failure to upload all required documents will render the awarded contract noncompliant, meaning no work can be performed under the contract, and no payments will be made until all required forms are uploaded to BAVN.**

### **AFFIRMATIVE ACTION PLAN**

In lieu of the Los Angeles City Affirmative Action Plan, the Respondent may submit its own Affirmative Action Plan. If submitting a plan other than the City's Affirmative Action Plan, it must be approved by the Department of Public Works Bureau of Contract Administration's Office of Contract Compliance (OCC). The approved plan, and a signed certification by OCC will be effective for twelve (12) months from the date of OCC approval as evidenced by the date of the certification.

The chosen Affirmative Action Plan must be uploaded to the City of Los Angeles Business Assistance Virtual Network (BAVN) at [www.labavn.org](http://www.labavn.org) no later than ten (10) calendar days after notice of award.

### **PREVAILING WAGES**

Any contract awarded hereunder will require the Contractor to comply with the applicable provisions of the Labor Code of the State of California relating to Public Works wages. These provisions require the Contractor to pay no less than the "General Prevailing Wage Rates" to all workers employed in the execution of the contract and to post a copy of the "General Prevailing Wage Rates" at the job site, in a conspicuous place available to all employees and applicants for employment.

The "General Prevailing Wage Rates" shall be those rates as determined by the Director of the Department of Industrial Relations of the State of California. Information regarding prevailing wage rates, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, (415)703-5070.

In accordance with the California Labor Code, Section 1771.5 (b) 1, 2, 3, 4, 5, 6, the Labor Compliance Section of the Department of Public Works Office of Contract Compliance may conduct pre-construction conferences with both the Prime Contractor and its Subcontractors listed in the proposal prior to the commencement of work, at which time Federal and State prevailing wage determinations and applicable reporting requirements will be discussed.

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## SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFB/RFP/RFQ will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

All Bidders/Proposers/Respondents shall complete and upload, the Slavery Disclosure Ordinance Affidavit (one (1) page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract.

Bidders/Proposers/Respondents seeking additional information regarding the requirements of the Slavery Disclosure Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

Note: Please see Form H for the Slavery Disclosure Ordinance Request for Exemption Form.

## CONTRACTOR RESPONSIBILITY ORDINANCE

Respondents are advised that any contract awarded pursuant to this procurement process shall be subject to the provisions of Los Angeles Administrative Code Section 10.40 et seq. Contractor Responsibility Ordinance (CRO). Respondent shall refer to "Contractor Responsibility Ordinance", included as part of Exhibit C at the back of this document, for further information regarding the requirements of the ordinance. Respondent must also sign the Pledge of Compliance with Contractor Responsibility Ordinance, also included within Exhibit C.

All Respondents shall complete and return, with their Response, the Responsibility Questionnaire included in Exhibit C. Failure to return the completed questionnaire may result in a Respondent being deemed non-responsive.

For further information on Contractor Responsibility Ordinance:

<http://bca.lacity.org/site/pdf/cro/CRO%20Contractor%20Responsibility%20Ordinance.PDF>

## CHILD CARE POLICIES

Any Responders who have an employee need of child care and who have adopted a stated policy on child care shall receive preference in contracting with the City of Los Angeles. Respondent shall refer to "Child Care Policies", included within Exhibit C at the back of this document, for further information on the Child Care Policy for the City of Los Angeles.

In order to determine which firms qualify for contract preference, all Respondents must complete and return with their response the Vendor Child Care Policy Program – Child Care Declaration Statement, included within Exhibit C. Failure to return the signed and completed declaration (**must be signed in two (2) places**) may result in your response being deemed non-responsive.

## INSURANCE REQUIREMENTS

All insurance documents must be submitted and approved no later than five (5) days after the award of each as-needed project. Respondents shall refer to City of Los Angeles Insurance Requirements included in Exhibit B at the back of this document, and comply with all requirements within.

**In addition**, evidence of liability insurance coverage must be provided by using either Form E, attaching an insurance coverage form provided by the Respondents insurance company, or by declaring self-insurance using Form F. This liability insurance coverage information must be submitted along with the

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RFQ response. Failure to submit evidence of the required insurance coverage *may* deem your response non-responsive.

### **PERFORMANCE BOND**

The awarded Contractor/s may be required to maintain a minimum performance bond in the amount or greater than the awarded bid dollar amount unless otherwise specified. If required, a faithful performance bond shall be executed by Contractor and by a responsible corporate surety company prior to the entry and start of any as-needed projects. The form of bond for the faithful performance of the contract shall be such that the CITY may proceed against Contractor immediately upon default in the performance of the Contract as defined in this agreement.

Evidence of the faithful minimum performance bond shall be presented to RAPs Contract Administrator for this contract. A City performance bond form can be found on-line at: <http://cao.lacity.org/risk/1-ContractorsPerformanceBond.pdf>

The sum herein stipulated shall serve as security for faithful performance of all covenants, promises and conditions assumed by Contractor herein, and may be applied in satisfaction and/or mitigation. Contract Clauses of damages arising from a breach thereof, including, but not limited to delinquent payments, correction of maintenance deficiencies, securing required insurance, loss of revenue due to abandonment, vacation or discontinuance of concession operations, and payment of mechanic's liens. Application of the amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this agreement.

In the event any or all of said amount is applied in satisfaction and/or mitigation of damages, Contractor shall immediately deposit such sums as are necessary to restore the security deposit to its full amount. Said sum, less any amount that may be withheld there from by the CITY, shall be returned to Contractor thirty (30) days after termination or expiration of this agreement unless the reason for case, the Department reserves the right to retain the performance bond or any portion thereof required to satisfy and/or mitigate the damages caused by the breach.

### **OFFICE OF CONTRACT COMPLIANCE FORMS**

The following documents must be submitted to the Department of Public Works Bureau of Contract Administration's Office of Contract Compliance (OCC) at the address listed in this section:

1. The "Ethnic Composition of Work Force Report" shall be submitted monthly for all time worked on the project.
2. Certified payrolls of the Prime Contractor and all Subcontractors performing work on the project shall be submitted upon OCC's request, regardless of the dollar amount or type of contract. The forms will be supplied to the successful Respondent. The period covered shall be from the time work commences until all project work is completed. Failure to submit certified payrolls within the required time frame may result in the withholding of progress or retention payments to the Prime Contractor.

Upon RAP's request, certified payrolls shall be submitted to the RAP address listed on the cover page of this RFQ.

The above forms shall be submitted to:

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Department of Public Works Bureau of Contract Administration  
Office of Contract Compliance  
1149 South Broadway, Suite 300  
Los Angeles, CA 90015  
Fax: (213) 847-2777

The Office of Contract Compliance may be reached at (213) 847-1922.

### **CONTRACTOR PARTICIPATION**

The awarded Contractor shall perform 75% of the total electrical portion of all projects awarded to its own organization. Contractor may subcontract up to 25% of the total value of each project awarded under this contract. The percentage subcontracted shall be based on the original contract price, exclusive of specialty items performed or manufactured by Subcontractors, subject to the approval of Department Contract Administrator. The City reserves the right to waive any portion of the Contractor Participation provision.

### **COMMENCEMENT AND COMPLETION OF WORK**

The work must be completed within the allowed number of days as specified in each individual project's specifications. RAP will determine the number of days required to complete each project. The Contractor will be responsible for completing the project's scope of work within the required project schedule. Counting of calendar days will commence on the actual date work begins. It is the Contractor's responsibility to request extensions to the contract completion date in writing, and RAP will determine whether an extension is justified and appropriate.

### **SAFETY ORDERS**

The Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the Contractor's responsibility to assess the work location and implement safety controls and procedures, as appropriate, which are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to the Contractor as a "Single Employer" environment in accordance with CAL-OSHA classifications. The Contractor will be responsible and have full control over all activities in relation to the scope of work and/or services detailed in this RFQ and the resultant as-needed contract, as well as any safety requirements thereof.

If required, the Contractor shall complete the Competent Person Trench/Excavation Certification Form provided by the Bureau of Contract Administration before the end of the first (1st) day of work and prior to any workers entering a trench or excavation, if applicable.

### **SECURITY GUARD SERVICES**

In the event the successful contractor elects to provide a security guard at a project site, the contractor will guarantee that the security personnel are properly trained, qualified and certified and meet the minimum requirements and qualifications and have the following licenses and permits in the files:

1. All current and required licenses, certificates and/or permits, permanent "Guard Card" and permanent "Gun Card" (when the site or assignment requires armed security).
2. Permits and/or licenses to carry and use pepper spray, handcuffs, solid PR-24 baton, firearms/weapons.
3. Certificate of Knowledge and Powers of Arrest for private persons.
4. Special Officer Permits from the LAPD. (L.A.M.C Sect. 52.34, LAPD Special Officer's Permit).
5. Valid Class C California Driver's License and/or California I.D.
6. Authorization for release of all Security Officer and Field Supervisor file information to the Contract Administrator.

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In addition, security officers/guards who have been involved in any of the following will not be accepted for assignment to City owned project sites:

1. Any felony conviction.
2. Any high-grade misdemeanor.
3. Any sex crime conviction.
4. Any military conduct that involved dishonorable discharge, bad conduct or an undesirable discharge.

Verification for above violations, military conduct, and crime will be done through California Department of Justice, DMV and/or FBI.

Presentation of Documents:

All Contract Security Officers and Field Supervisors shall present all required identification, certificates, permits, etc. upon demand of Contract Administrator or authorized designee/officer. Failure of any Security Officer and/or Field Supervisor to comply will result in immediate removal from all City Facilities.

**SELF-ACCRUAL OF USE TAX PROGRAM**

The Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Additional information regarding self-accrual is available from the City's consultant by contacting Steve Gibson of the Municipal Resource Consultants, at (800) 247-4406 Ext 5520.

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CONTRACTOR GOVERNMENTAL PROJECT REFERENCE SHEET
CONTRACTORS MUST USE THIS FORM

Bidders are required to complete the following reference information below. This information will be reviewed as part of the response package for determining the successful Respondent. Contractor shall have a verifiable track record. List all projects or past related contracts in chronological order starting with the most recent, even if not yet completed, going back at least three (3) years. Make sure to include all projects/contracts involving local, county, state and federal agencies. Attach additional sheets, if necessary.

Name of Project
Location of Project
Project Description
Amount of the Contract Duration in Months:
Awarding Agency
Awarding Agency Address
City State: Zip Code:
Awarding Agency Telephone Number (Include Area Code):
Awarding Agency Project Liaison:
Project Liaison Telephone Number (Include Area Code)

Name of Project
Location of Project
Project Description
Amount of the Contract Duration in Months:
Awarding Agency
Awarding Agency Address
City State: Zip Code:
Awarding Agency Telephone Number (Include Area Code):
Awarding Agency Project Liaison:
Project Liaison Telephone Number (Include Area Code)

Name of Project
Location of Project
Project Description
Amount of the Contract Duration in Months:
Awarding Agency
Awarding Agency Address
City State: Zip Code:
Awarding Agency Telephone Number (Include Area Code):
Awarding Agency Project Liaison:
Project Liaison Telephone Number (Include Area Code)

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

CONTRACTOR KEY EMPLOYEE REFERENCE SHEET

CONTRACTOR MUST USE THIS FORM

Respondents are required to complete the following reference information. This information will be reviewed as part of the response package for determining the successful Respondent. Contractor shall provide information on key employees (including superintendents, supervisors/general foremen, foremen etc.). Information shall consist of name, title, years' experience, current licenses and/or certifications, and any other pertinent information. Attach additional sheets, if necessary.

Name of Employee \_\_\_\_\_ Title \_\_\_\_\_
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_
Other Pertinent Information \_\_\_\_\_

Name of Employee \_\_\_\_\_ Title \_\_\_\_\_
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_
Other Pertinent Information \_\_\_\_\_

Name of Employee \_\_\_\_\_ Title \_\_\_\_\_
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_
Other Pertinent Information \_\_\_\_\_

Name of Employee \_\_\_\_\_ Title \_\_\_\_\_
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_
Other Pertinent Information \_\_\_\_\_

Name of Employee \_\_\_\_\_ Title \_\_\_\_\_
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_
Other Pertinent Information \_\_\_\_\_

Name of Employee \_\_\_\_\_ Title \_\_\_\_\_
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_
Other Pertinent Information \_\_\_\_\_

Name of Employee \_\_\_\_\_ Title \_\_\_\_\_
Years Experience \_\_\_\_\_ Current Licenses and/or Certifications \_\_\_\_\_
Other Pertinent Information \_\_\_\_\_

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





DEPARTMENT OF RECREATION AND PARKS

INFORMATION RELEASE FORM

By signing below, I hereby authorize, without any reservations, any person or company I have listed as a reference in my Response 3 to disclose in good faith any information they may have regarding my qualifications for contracting. All information obtained will be in connection with Responses for contracted work. My authorization releases the Company, its agents, and all those who have provided information from any and all liability for damages arising from the investigation and disclosure of the requested information.

By signing below, I agree not to assert any claims or causes or action of any kind against the City of Los Angeles.

I further release and discharge the City of Los Angeles from any and all claims, demands, damages, actions, cause of action, or suits of any kind or nature arising from the City's investigations.

I hereby acknowledge that I have read the above disclosure statement and have understood it.

Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

Firm's Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Firm's Address: \_\_\_\_\_  
Street City, State Zip

**FORM E**

Request for Quali

**Fence and Wall Installation, Maintenance and/or Repairs**

All Responders must fill out this form or attach a copy furnished by their insurance company, and submit it with this RFQ package. A separate copy must be submitted according to the requirements outlined in Exhibit B, prior to the award of a contract. If this form is not completed and a form from your insurance copy is not attached, your response may be deemed non-responsive. Refer to Exhibit B for minimum coverage limits.



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

PRODUCER	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

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

INSR/ADD'L TR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 The City of Los Angeles is an additional insured by blanket endorsement.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
City of Los Angeles Office of the City Administrative Officer, Risk Management 200 North Main Street, Room 1240 Los Angeles, CA 90012	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

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

**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

City of Los Angeles

Applicant's Declaration of Self-Insurance

It is hereby RESOLVED that:

Name and Address of Organization:

which is a [ ] For-profit Corporation, [ ] Non-profit Corporation, [ ] General Partnership, [ ] Limited Partnership, [ ] Sole Proprietor [ ] Other: \_\_\_\_\_ has a formal program to self-insure \_\_\_\_\_ exposure in the amount of \$ \_\_\_\_\_ per occurrence, and \$ \_\_\_\_\_ annual aggregate limit and agrees to the following terms and conditions:

- 1. To provide the City of Los Angeles (City) the same defense of suits and payment of claims as would be afforded by first dollar insurance with respect to its operations for which City has issued a permit, lease, contract, or other agreement (hereinafter Agreement).
2. During the term of the Agreement with City, to provide annually an audited financial statement that gives evidence of capacity to respond to claims within the self-insured retention listed above. Failure to provide such financial information may be grounds for disapproval of this self-insurance program and may cause suspension or termination of Agreement with City. (Most recent statement is attached.)
3. To notify the cognizant City Agency/Bureau immediately of any claim, judgement, settlement, award, verdict or change in financial standing which would substantially affect the protection that this self-insurance program provides and to provide City at least 30 days prior written notice of intent to discontinue this self-insurance program.

Name & Address of Applicant's Legal Counsel: Name & Address of Applicant's Claims Representative:

Declaration

The Undersigned hereby declares: that this resolution has been adopted in accordance with applicable law and any other governing documents, that this program is now in force and that the persons whose signatures appear hereon are authorized to act as stated in the Resolution.

The Undersigned herewith transmits this form, along with any other evidence of insurance which may be required, to City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, CA 90012, for approval prior to the start of the operation or tenancy.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ (Place) and \_\_\_\_\_ (Signature) and \_\_\_\_\_ (Signature) (Print name and title) and \_\_\_\_\_ (Print name and title)

Telephone: \_\_\_\_\_

Note: Two officers must sign for a corporation

City Agency/Bureau Applicability: This self-insurance program applies to the following specific permit, lease, or agreement with the City:

**OUT-OF-STATE BIDDERS**

Out-of-State of California bidders or any bidder with a remittance address outside the State of California that has a California State Board of Equalization permit to collect California sales tax shall enter the permit number in the space provided.

Permit Number: \_\_\_\_\_

If Bidder has no permit number, check box below and sign.

No Permit Number:  \_\_\_\_\_

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



SLAVERY DISCLOSURE ORDINANCE EXEMPTION APPLICATION

SDO EXEMPTION

CITY OF LOS ANGELES

Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance
1149 S. Broadway Street, 3rd Floor, Los Angeles, CA 90015
Phone: (213) 847-1922 Fax: (213) 847-2777

SLAVERY DISCLOSURE ORDINANCE (SDO) REQUEST FOR EXEMPTION

All agreements are subject to the SDO unless otherwise exempted. If the Awarding Authority believes that a contract should be exempted because of exigent circumstances or because the contract involves proprietary goods/services that are available only from a single source, an exemption application must be submitted. The exemption MUST be approved by the Office of Contract Compliance, Equal Employment Opportunities Enforcement Section prior to contract execution, and Awarding Authorities MUST submit a memorandum explaining why the exemption is justified.

Section 1: Awarding Department

Name of contact person: Title:
Department: Phone:
Signature: Date:

Section 2: Contractor and Contract Information

Company Name: Federal ID #:
Company Address:
City: State: Zip:
Purpose: BAVN Contract ID:
Start Date: End Date: Amount:

Section 3: Basis for Exemption - Check one. A memorandum must be attached explaining why exemption is justified.

The contract is for the furnishing of articles covered by letters patent granted by the government of the United States or the goods or services are proprietary or only available from a single source.

The City would suffer a financial loss or that City operations would be adversely impacted unless exempted.

OCC USE ONLY

Approved: Not Approved. (See attached memorandum.)
OCC Analyst: Date:

THE FOLLOWING ARE STATUTORILY EXEMPT AND DO NOT REQUIRE OCC APPROVAL

Contracts relating to: (a) the investment of City trust moneys or bond proceeds; (b) Pension funds; (c) Indentures, security enhancement agreements for City tax-exempt and taxable financings; (d) Deposits of City surplus funds in financial institutions; (e) The investment of City moneys in securities permitted under the California State Government Code and/or the City's investment policy; (f) Investment agreements, whether competitively bid or not; (g) Repurchase agreements; and (h) City moneys invested in United States government securities.

Contracts involving City moneys in which the Treasurer or the City Administrative Officer finds that the City will incur a financial loss or forego a financial benefit, and which in the opinion of the Treasurer or the City Administrative Officer would violate his or her fiduciary duties.

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

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

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

Contracts entered into pursuant to Charter Section 371(e)(5) as approved by Council.

Contracts entered into pursuant to Charter Section 371(e)(6) as approved by Council.

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

# EXHIBITS A – C INDEX

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***SPECIFICATIONS AND PROPOSED AS-NEEDED CONTRACT LANGUAGE FOR FENCE AND WALL INSTALLATION, MAINTENANCE AND/OR REPAIRS.***

**These Articles are some of the terms and conditions that will be in as-needed contracts awarded pursuant to the RFQ.**

**ARTICLE 1  
SECTION HEADINGS**

The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of this Contract.

**ARTICLE 2  
SPECIFICATIONS**

**PARTIAL AND FINAL PAYMENT**

Payments will be paid based on a Net 30 payment schedule at the point payment invoice is received and approved by the Project Manager. Payments may be processed faster if a payment discount is offered to the City of Los Angeles (CITY).

The CITY may retain a portion of the amount otherwise due to the Contractor, as follows:

Deductions will be made from each monthly payment requested for amounts due the City as follows:

- Equipment or materials furnished by the CITY.
- Services rendered to the Contractor by the CITY.
- Amounts due the CITY for liquidated damages under the terms of the contract.

The monthly payments may be withheld or reduced, for the following reasons:

- If the Contractor is not diligently or efficiently complying with the express intent of the contract.
- If there are unresolved Notices of Non-Compliance.

The making of any payment to the Contractor shall not relieve the Contractor from contractual obligations.

**ARTICLE 3  
LOWEST PRICE GUARANTEE**

If during the term of any agreement awarded, the contractor under similar construction services provided, conditions at prices below those on agreement, such lower prices are to immediately be extended to the CITY.

**ARTICLE 4  
MOST FAVORABLE PUBLIC ENTITY PRICING**

The prices charged against agreement shall not exceed those charged on any other government agency. A current price list must be available in the contractor's local office at all time for audit by the CITY.

**ARTICLE 5  
NON-ENDORSEMENT ADVERTISING**

As a result of the selection of a contractor to provide goods and/or services to the CITY, the CITY is neither endorsing nor suggesting that the contractor's product is the best or only solution. The contractor agrees to make no reference to the CITY in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the CITY.

**ARTICLE 6  
ADDITIONAL GOODS AND SERVICES REQUIRED**

Any goods or services requested by the CITY which is not specifically authorized by this contract or written change order(s) thereto require the issuance of a separate purchase order by the CITY for authorization to supply, perform and invoice by the contractor in order to receive payment.

**ARTICLE 7  
DISPOSAL OF RESIDUAL WASTE**

CONTRACTOR is responsible for the proper disposal any material that is generated from the each construction project that is awarded to the Contractor in accordance to all Local, State and Federal Regulations and Laws.

**ARTICLE 8  
LICENSES AND PERMITS**

CONTRACTOR is required to have at least a California Contractor's License:

- a) Chain-Link and/or Omega Fencing: valid C-13 License
- b) Ornamental Fencing: valid C-23 License
- c) Sports Netting/Fencing: valid A, B, or C-13 License
- d) Masonry Walls: valid B License

**ARTICLE 9  
TERM OF CONTRACT**

The resulting as-needed contract will be a three (3) year contract.

**ARTICLE 10  
CONTRACT ANNUAL CEILING AMOUNT**

The contract ceiling amount is set per contractor, per contract, not to exceed an annual expenditure of Four Million Dollars (\$4,000,000.00). The contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. The construction services that RAP is requesting shall be on an as-needed basis; RAP, in entering into an agreement, guarantees no minimum amount of business or compensation. Contracts awarded through this RFQ shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts.

**ARTICLE 11  
TERMINATION OF CONTRACT**

CITY's obligation to purchase any amounts due hereunder for any of CITY's fiscal years are contingent upon legislative appropriations of funds. CITY's fiscal year ends on June 30th in each calendar year. Accordingly, anything in this contract to the contrary notwithstanding, the CITY may terminate this contract and its future monetary obligations hereunder, effective as of the end of any of its fiscal years.

The CITY has the right to cancel the contract for cause at any time.

**ARTICLE 12  
SUBCONTRACT APPROVAL**

All subcontracts shall require prior approval of the CITY. A copy of all subcontracts shall be submitted to the CITY for review and approval showing the SUB-CONTRACTOR's name and dollar amount of each subcontract for each as-needed project awarded.

**12.1 SUBLETTING AND SUBCONTRACTORS**

In addition to the requirements set forth in the provisions pertaining to the listing of subcontractors, the following shall apply for the purpose of this contract:

- All Subcontractors who will be working on the Project shall be approved in writing by the Contract Administrator, prior to any work being performed by said subcontractor, regardless of the dollar amount of work to be performed, and whether or not they were listed in the original bid.

1. For the purpose of Subcontractor approval and/or substitution, RAP's Project Manager, Project Manager's Supervisor or Department's Upper Management may approve any subcontractor changes.
2. Any reduction, increase, or other change to any Subcontract amount without prior approval of the Contract Administrator is considered an Unauthorized Subcontractor Substitution and is subject to a penalty of ten percent (10%) of the subcontract amount, whether bid-listed or not. A subcontract dollar value increased or reduced as the result of a Change Order issued by RAP to add or delete from the original scope of work shall not be subject to a penalty for an Unauthorized Subcontractor Substitution.
  - A. A penalty in the amount of ten percent (10%) of the subcontract amount will be assessed for each subcontractor when it is found the Contractor did not pay the entire Bid-listed and/or approved dollar amount of the respective subcontractor and there has been no approval by RAP for a reduction in the subcontract dollar amount.
  - B. In the event it is found that the Contractor did not pay any of the Bid-listed and/or approved dollar amount of a subcontract without a change in scope of the original Contract, which resulted in a deletion of the subcontract work, a Change Order to the contract shall be issued deleting the unpaid dollar amount of the subcontract. In addition, the Contractor shall be penalized ten percent (10%) of the subcontract amount and the City may impose sanctions as a result of such action.
3. If the contractor fails to specify a Subcontractor, or if the Contractor specifies more than one (1) Subcontractor for the same portion of Work to be performed under the contract in excess of one-half (1/2) or one (1) percent of the Contractor's total original bid or Ten Thousand (\$10,000.00), whichever is greater, the Contractor agrees that it is fully qualified to perform that portion of work itself, and that it shall perform that portion itself.
4. Subletting or subcontracting of any portion of the Work with a total value of more than one-half (1/2) of one (1) percent of the Contractor's total original bid, or Ten Thousands (\$10,000.00), whichever is greater, for which no Subcontractor was designated in the original Bid will be permitted only in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the Inspector setting forth the facts constituting the emergency or necessity.
5. All requests for approval of Subcontractors must contain the following information:

- A. Project Name



## EXHIBIT A

### Request for Qualification Fence and Wall Installation, Maintenance and/or Repairs

- B. Project Work Order Number
  - C. Subcontractor's Name
  - D. Subcontractor's Business Address
  - E. Subcontractor's Business Phone Number
  - F. Subcontractor's Status (WBE, MBE, OBE, SBE, EBE, DVBE)
  - G. Subcontractor's State of California Contractor License Number
  - H. Subcontractor's City of Los Angeles Business Tax Receipt Certificate Number
  - I. Dollar Amount of Work to be performed
  - J. Description of Work to be performed
6. No Bid-listed Subcontractor will be approved for a dollar amount of work less than that specified in the original Bid.
  7. Failure to obtain approval of RAP in writing prior to each Subcontractor performing work on the project may result in suspension of work by that subcontractor, removal of work performed by unapproved subcontractor, a penalty of ten (10) percent of the unapproved subcontract amount, and possible sanctions against the contractor.
  8. The contractor shall set forth in its bid the following: The name, location of the place of business, telephone number, California State Contractor's License Number, and dollar amount of each Subcontractor who will perform work, labor, service, and/or supply specifically fabricated materials or equipment in an amount in excess of one-half (1/2) of one (1) percent of the contractor's total bid, or Ten Thousand Dollars (\$10,000.00), whichever is greater, and for all subcontractors listed in order to meet the MSM of this project.
  9. It shall be considered an Illegal Subcontractor Substitution for anyone other than the bid-listed or approved subcontractor(s), including the prime contractor, to perform any portion of the work designated to be performed by said subcontractor without prior approval of RAP acting on behalf of the Board. An Illegal Subcontractor Substitution is subject to a penalty of ten (10) percent of the subcontract amount, whether bid listed or not.
  10. Failure of the Contractor to request and obtain approval from RAP for a reduction in either a Bid-listed Subcontract amount or the Subcontract amount of a Subcontract added after the date of the original Bid will result in a penalty of ten (10) percent of the Subcontract amount and possible sanctions against the Contractor.
  11. Additional Subcontractors may be added after the time of the original Bid. The dollar value of Work to be performed by any additional subcontractor(s) may not be greater than one-half (1/2) of one (1) percent of the Contractor's original total Bid, or Ten Thousand Dollars (\$10,000.00), whichever is greater, unless the Subcontractor will be performing Work added by Change Order causing changes or deviations from the original Contract. Subcontractors approved to work on the project following the date of the original Bid will not be counted toward the MSM requirement of the project.
  12. No approval(s) for additional Subcontractor(s) will be granted which will result in the Prime Participation Level falling below that required by the original Contract.

### 12.2 SUBSTITUTION

No Contractor whose bid is accepted may substitute any person as Subcontractor in place of the Subcontractor listed in the original bid or offer except in the following instances:

- When the Subcontractor listed in the bid, after a reasonable opportunity to do so fails or refuses to execute a written contract when such written contract, based upon the general terms, conditions, plan

## EXHIBIT A

### Request for Qualification Fence and Wall Installation, Maintenance and/or Repairs

and specifications for the project involved or the terms of such Subcontractor's written bid, is presented to it by the CONTRACTOR.

- When the listed Subcontractor becomes bankrupt or insolvent.
  - When the listed Subcontractor fails or refuses to perform its subcontract.
  - When the listed Subcontractor fails or refuses to meet the bond requirements of the Contractor as set forth herein.
  - When the Contractor demonstrates to the satisfaction of the Board that the Subcontractor was listed by inadvertent clerical error.
  - When the Engineer determines that the work being performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or the listed Subcontractor is substantially delaying or disrupting the progress of the work.
  - When the listed Subcontractor fails to submit an Affirmative Action Plan acceptable to the Board. The Contractor, as a condition of asserting a claim of inadvertent clerical error in listing a Subcontractor, shall, within two (2) working days after the time of the Prime Contractor's bid opening by the Board given written notice to the Board and copies of such notices to the Subcontractor it claims to have listed in error. The intended Subcontractor who had bid to the Contractor prior to bid opening and listed Subcontractor who had been notified by the Contractor in accordance with the provisions of this Section as to an inadvertent clerical error shall be allowed six (6) working days from the time of the Prime Contractor's bid opening within which to submit to the Board and to the Contractor written objection to the Contractor's claim of inadvertent clerical error.
8. When the sub-contractor is not registered with the Department of Industrial Relations, no contract will be awarded to the "unregistered subcontractor." In accordance to SB 854 of 2014, Labor Code 1725.5 et al., "SB 854 includes new or revised statutory obligations in the California Labor Code for "awarding bodies." These obligations include 1) the duty to include notice of contractor and subcontractor registration requirements in all bid and contract documents, and the duty not to accept a bid or enter into a contract without proof of the contractor's current registration; 2) a duty to specify in bid and contract documents that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations; 3) a duty to post or require the prime contractor to post job site notices, as prescribed by regulation; 4) a duty to provide notice to the Department of Industrial Relations of any public works contract within five days of the award."

In all other cases, the Contractor must make a request in writing to the Board for the substitution of Subcontractors, giving reason therefore. The Board shall mail a written notice to the listed Subcontractor giving reasons for the proposed substitution. The listed Subcontractor shall have five (5) working days from the date of such notice within which to file with the Board written objections to the substitution.

Failure to file written objections pursuant to the provisions of this Section within the times specified herein shall constitute a waiver of objection to the substitution by the listed Subcontractor and, where the ground for substitution is an inadvertent clerical error, an agreement by the listed Subcontractor that an inadvertent clerical error was made.

If written objections are filed, the Board shall give five (5) days' notice to the Contractor and to the listed Subcontractor of a hearing by the Board on the Contractor's request for substitution. The determination by the Board shall be final.

### 12.3 ASSIGNMENT

The Contractor shall not permit any subcontract to be voluntarily assigned or transferred or allow to be performed by anyone other than the original Subcontractor listed on the original bid without the consent of RAP.

### 12.4 PENALTIES

## EXHIBIT A

A Contractor violating any provisions of this subsection shall be deemed in violation of the contract and the Board may at its discretion:

1. Cancel the contract.
2. Assess the Contractor a penalty of not more than 10 percent of the amount of the subcontract involved.

In any proceeding under this Section, the Contractor shall be entitled to a public hearing and to five (5) days' notice of the time and place thereof.

### 12.5 SUBMITTAL

Before commencing any work, the Contractor shall submit to RAP for approval the name, address, telephone number and contract amount of all Subcontractors and sub-subcontractors and a description of each portion of the work to be subcontracted.

### ARTICLE 13

#### PRIOR NOTICE OF IMPENDING LABOR DISPUTE

Whenever the contractor has knowledge that any actual or potential labor dispute involving employees or supplier is delaying or threatens to delay the timely performance of this contract, the contractor shall immediately provide written notice, including all relevant information to the CITY.

### ARTICLE 14

#### PERFORMANCE BOND

If required by City staff, the successful Contractor shall provide a Performance Bond in the amount equal or greater than the Contractor's winning bid amount unless otherwise specified. If required, Contractor will not be allowed to enter the project site until a valid performance bond is submitted to the City. If required, the Contractor must maintain a Performance Bond for each project Contractor is awarded. Performance bond must be current and valid until the project is completed to the satisfaction of the City.

NOTE: Bonds must be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

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#### 14.1 PERFORMANCE BOND

The awarded Contractor/s may be required to maintain a minimum performance bond in the amount or greater than the awarded bid dollar amount unless otherwise specified. If required, a faithful performance bond shall be executed by Contractor and by a responsible corporate surety company prior to the entry and start of any as-needed projects. The form of bond for the faithful performance of the contract shall be such that the CITY may proceed against Contractor immediately upon default in the performance of the Contract as defined in this agreement.

Evidence of the faithful minimum performance bond shall be presented to RAP's Contract Administrator for this contract. A City performance bond form can be found on-line at <http://cao.lacity.org/risk/1-ContractorsPerformanceBond.pdf>. The sum herein stipulated shall serve as security for faithful performance of all covenants, promises and conditions assumed by Contractor herein, and may be applied in satisfaction and/or mitigation. Contract Clauses of damages arising from a breach thereof, including, but not limited to delinquent payments, correction of maintenance deficiencies, securing required insurance, loss of revenue due to abandonment, vacation or discontinuance of concession operations, and payment of mechanic's liens. Application of the amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this agreement.

**EXHIBIT A**

In the event any or all of said amount is applied in satisfaction and/or mitigation of damages, Contractor shall immediately deposit such sums as are necessary to restore the security deposit to its full amount. Said sum, less any amount that may be withheld there from by the CITY, shall be returned to Contractor thirty (30) days after termination or expiration of this agreement unless the reason for case, RAP reserves the right to retain the performance bond or any portion thereof required to satisfy and/or mitigate the damages caused by the breach.

**ARTICLE 15  
WARRANTY**

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

**ARTICLE 16  
PERFORMANCE GUARANTEE**

The contractor agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty promptly, without expense to the CITY, when notified of such nonconformity by the CITY, provided the CITY elects to provide the contractor with the opportunity to do so. In the event of failure of contractor to correct defects in or replace non-conforming goods or services promptly, the CITY, after reasonable notice to the contractor, may make such corrections or replace such goods and services and charge contractor for the cost incurred by the CITY in doing so.

**ARTICLE 17  
REPRESENTATIVES FOR THE PARTIES  
CONTRACTOR'S REPRESENTATIVE**

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

**Telephone:** \_\_\_\_\_

**Emergency/Cell Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**PERSON TO CONTACT FOR CONSTRUCTION SERVICES:**

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

**Telephone:** \_\_\_\_\_

**Emergency/Cell Phone:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**CITY'S REPRESENTATIVE**  
**Jim Newsom**  
**Department of Recreation and Parks**  
**Contracts, Finance Division**  
**6335 WOODLEY AVE**  
**VAN NUYS, CA 91406**  
**Phone: (818) 756-9294**

## EXHIBIT A

Request for Qualification  
Fence and Wall Installation, Maintenance and/or Repairs

Fax # (818) 980-9786 (Coversheet Required)

E-mail: [jimmy.newsom@lacity.org](mailto:jimmy.newsom@lacity.org)

### **ARTICLE 18** **CHANGES OR MODIFICATIONS**

Changes or modifications in the terms of this Contract may be made at any time by mutual written consent between the parties hereto.

### **ARTICLE 19** **INDEPENDENT CONTRACTORS**

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

### **ARTICLE 20** **OWNERSHIP OF DATA**

All documents, including reports, or other written work prepared hereunder shall become the property of the CITY. The CONTRACTOR shall be permitted to maintain copies of all such data for its own files. The Bidder's instructions define submittal requirements. The City does not currently anticipate a need for "ad hoc" reports, but in the event they are required, Contractor should be prepared to include the cost of these reports in their bid price. All costs are to be included in the bid price.

### **ARTICLE 21** **NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

The CONTRACTOR agrees and obligates itself not to discriminate during the performance of the Contract against any employee or applicant because of race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partners or medical condition. All subcontracts awarded under this Contract shall contain a like nondiscrimination clause. Requirements are defined on Page 55 and are included herein by reference.

### **ARTICLE 22** **SUCCESSORS AND ASSIGNS**

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. However no assignment of the contract shall be made without written consent of the parties to this Contract which consent shall not be unreasonably withheld.

### **ARTICLE 23** **FORCE MAJEURE**

Notwithstanding any other provisions hereof, neither CONTRACTOR nor the CITY shall be held responsible or liable for failure to meet their respective obligations under this Contract, if such failure shall be due to causes beyond the CONTRACTOR's or CITY's control. Such causes include but are not limited to: strikes, fire, flood, civil disorder, acts of God or of the public enemy, acts of federal government or any unit of state or local government in either sovereign or contractual capacity, epidemics, quarantine restrictions, or delays in transportation to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.



**ARTICLE 24  
SEVERABILITY**

Should any portion of this Contract be determined to be void or unenforceable, such shall be severed from the whole and the Contract will continue as modified.

**ARTICLE 25  
GOVERNING LAW**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the City of Los Angeles. This Contract shall be governed by, enforced and interpreted under the law of the State of California and the City of Los Angeles.

**ARTICLE 26  
LOS ANGELES CITY BUSINESS TAX REGISTRATION (BTRC)**

The bidder represents that it has, or will obtain upon award, the Business Tax Registration Certificate(s) (BTRC) required by the Los Angeles City's Business Tax Ordinance (Article 1, Chapter 2, Section 21.00 and following, of the Los Angeles Municipal Code). The Contractor shall maintain, or obtain as necessary, all such certificate required of it under the Business Tax Ordinance and shall not allow any such certificate be revoked or suspended.

Additional information can be obtained at the Office of Finance or on <http://www.lacity.org/finance/>.

**ARTICLE 27  
INSURANCE REQUIREMENTS**

Evidence of sufficient liability insurance as specified on the 146IR Insurance Requirements Form must be provided and approved prior to contract execution. The selected Contractor must instruct their insurance broker or agent to submit the appropriate proof of insurance to the City by accessing Track4LA® at <http://track4la.lacity.org>. Additional instructions and information on complying with City insurance requirements can be found at [http://cao.lacity.org/risk/Submitting\\_proof\\_of\\_Insurance.pdf](http://cao.lacity.org/risk/Submitting_proof_of_Insurance.pdf). The Contract Administrator requests that all insurance be submitted and approved no later than five (5) days after the award of each as-needed project.

**27.1 Indemnification**

Except for the active negligence or willful misconduct of CITY, Contractor undertakes and agrees to defend, indemnify and hold harmless CITY and any and all of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands, and expenses, including, but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract on the part of Contractor or Subcontractor of any tier.

**27.2 Insurance**

**27.2.1 General Conditions**

During the Term and without limiting Contractor's duty of indemnification herein, Contractor shall provide and maintain at its own expense a program of insurance having coverage and limits customarily carried and actually arranged by Contractor but not less than the amounts and types

## EXHIBIT A

### Request for Qualification Fence and Wall Installation, Maintenance and/or Repairs

listed on the Required Insurance And Minimum Limits Sheet attached hereto at the end of Exhibit B (Form Gen. 146IR\_Form A), covering its operations hereunder. Such insurance shall conform to City requirements established by Charter, ordinance or policy, shall comply with instructions set forth on the City of Los Angeles—Instructions and Information On Complying With City Insurance Requirements (Pages 48) (Revised 05/12) document, and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. Specifically, such insurance shall: 1) protect City as an Insured or an Additional Interest Party, or a Loss Payee As Its Interest May Appear, respectively, when such status is appropriate and available depending on the nature of applicable coverage; 2) provide City at least thirty (30) days advance written notice of cancellation, material reduction in coverage or reduction in limits when such change is made at option of the insurer; and 3) be primary with respect to City's insurance plan. Except when City is a named insured, Contractor's insurance is not expected to respond to claims which may arise from acts or omissions of the City.

### **ARTICLE 28** **CHILD CARE POLICIES**

This Contract is subject to the policy of the City of Los Angeles regarding City Child Care Policies and Vendor System as adopted by City Council. CONTRACTOR is required to complete the Child Care Declaration Statement within Exhibit C incorporated herein by this reference.

### **ARTICLE 29** **CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the City of Los Angeles Administrative Code, Child Support Assignment Orders. The CONTRACTOR is required to complete a Certification of Compliance with Child Support Obligations that is attached within Exhibit C and incorporated here by this reference. Pursuant to this Section, CONTRACTOR shall fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders and certify that the principal owner of the CONTRACTOR are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally. Also they shall fully comply with all lawfully serviced Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230 et seq. and shall maintain such compliance throughout the term of this Contract. CONTRACTOR shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. CONTRACTOR assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

### **ARTICLE 30** **SERVICE CONTRACTOR WORKER RETENTION ORDINANCE AND LIVING WAGE ORDINANCE** **"General Provision: Service Contractor Worker Retention Ordinance and Living Wage Ordinance"**

1. This contract is subject to the applicable provision of the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., of the Los Angeles Administration Code, as amended effective November 4, 1999, and the Living Wage Ordinance (LWO), Section 10.37 et seq. of the Los Angeles Administration Code, in accordance with the Declaration of Compliance or the approved Exemption. An approval Exemption exempts only the contractor listed on the Exemption form from the applicable provisions of the SCWRO or LWO during the performance of this contract. A subcontractor performing work on this contract is not exempt unless a separate exemption is approved for the individual subcontractor. The ordinances require that unless a specific exemption applies, as determined by the awarding authority and confirmed the designated administrative agency, all employers (as defined) under contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months; lessees; licensees; or certain recipients

## EXHIBIT A

### Request for Qualification Fence and Wall Installation, Maintenance and/or Repairs

of City financial assistance, generally shall provide the following:

- a. Retention by a successor CONTRACTOR/CONSULTANT for a ninety (90) day transition period, the employees who have been employed for the preceding twelve (12) months or more by the terminated CONTRACTOR/CONSULTANT or Subcontractor, earning less than Fifteen Dollars (\$15.00) per hour in salary or wage, as provided for, in SCWRO;
  - b. As provide in Section 10.36.6 of the Los Angeles Administrative Code, City financial assistance recipients shall apply the SCWRO to the expenditure of non-City funds for services contracts to be performed in the City by complying themselves with Section 10.36.2 (g) and by contractually requiring their service contractors to comply with the SCWRO. Such requirement shall be imposed by the recipient until the City financial assistance has been fully expended.
    - i. As provided in Section 10.36.1 (c) of the Los Angeles Administrative Code, "City financial assistance recipient" means any person that receives from the City, in any twelve-month period, discrete financial assistance for economic development or job growth expressly articulated and identified by the City totaling at least the One Hundred Thousand Dollars (\$100,000.00).
    - ii. As further provided in Section 10.36.1 (c) of the Los Angeles Administrative Code, service contracts for economic development or job growth shall be deemed such financial assistance once the One Hundred Thousand Dollars (\$100,000.00) threshold is reached.
  - c. Payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1st and provision of benefits as defined in the LWO;
  - d. CONTRACTOR/CONSULTANT further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. CONTRACTOR/CONSULTANT shall require each of its Subcontractors within the meaning of the LWO to pledge to comply with the terms of the federal law proscribing retaliation for union organizing. CONTRACTOR/CONSULTANT shall deliver the executed ledges from each such Subcontractor to the City within ninety (90) days of the execution of the Subcontract. CONTRACTOR/CONSULTANT'S delivery of the executed pledges from each such Subcontract shall fully discharge the obligation of the CONTRACTOR/CONSULTANT to comply with the provision in the LWO contained in Section 10.37.6 (c) concerning compliance with such federal law.
  - e. The CONTRACTOR/CONSULTANT, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the City with regard to the employer's compliance or anticipated compliance with the LWO, for participating in proceedings related to the LWO by any lawful means, or otherwise asserting rights under the LWO. CONTRACTOR/CONSULTANT shall post the Notice of Prohibition against Retaliation in a conspicuous place.
  - f. Any Subcontract entered into by the CONTRACTOR/CONSULTANT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of LWO and the SCWRO, and shall incorporate the "General Provisions: Service Contract Worker Retention Ordinance and Living Wage Ordinance."
  - g. CONTRACTOR/CONSULTANT Shall comply with all rules, regulations and policies promulgated by the Designated administrative agency, which may be amended from time to time.
2. Under the provisions of Section 10.36.3 (c) and Section 10.37.5 (c) of the Los Angeles Administrative Code, the City shall have the authority, under appropriate circumstances, to terminate this contract and otherwise pursue legal remedies that may be available if the City determines that the subject

## EXHIBIT A

### Request for Qualification Fence and Wall Installation, Maintenance and/or Repairs

CONTRACTOR/CONSULTANT has violated provisions of the LWO and the SCWRO.

3. Where under the LWO Section 10.37.6 (d), the designated administrative agency has determined (a) that the CONTRACTOR/CONSULTANT is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the awarding authority in such circumstances may impound monies otherwise due the CONTRACTOR/CONSULTANT in accordance with the following procedures. Impoundment shall mean that from monies due the CONTRACTOR/CONSULTANT, the awarding authority may deduct the amount determined to be due and owing by the CONTRACTOR/CONSULTANT to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6 (d)(3) and disposed under procedures there described through final and binding arbitration. Whether the CONTRACTOR/CONSULTANT may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
4. Earned Income Tax Credit

This Contract is subject to the provisions of Section 10.37.4 of the Los Angeles Administrative Code, requiring employers to inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Tax Credit (EITC). Employers must further make available to employees the forms required to secure advance EITC payments from employers.

#### **Grant Funded Applications**

To assure the application of the SCWRO and LWO to grants, departments must include the following language in every new application or renewal application for a state or federal grant or award:

“In the event this application or renewal application for (state) federal grant is awarded to the City of Los Angeles (“Los Angeles”), Los Angeles will apply its Living Wage Ordinance (Los Angeles Administration Code Section 10.37et sq.) and the Service Contract Worker Retention Ordinance (Los Angeles Administrative Code Section 10.36 et seq.) in implementing the objectives and projects funded by the grant.”

#### **ARTICLE 31**

##### **AMERICANS WITH DISABILITY ACT**

The CONTRACTOR shall comply with the American Disabilities Act 42 U.S.C. Section 12101 et seq. and with the provisions of the Certification Regarding Compliance with the Americans with Disabilities Act that is attached hereto within Exhibit C and incorporated herein by this reference.

#### **ARTICLE 32**

##### **EQUAL BENEFITS ORDINANCE**

In accordance with the attached information on Page 54 of this Contract, Respondents are subject to the Equal Benefits Ordinance. In Section 10.8.2.1 of Article 1, Chapter 1 of Division 10 of the Los Angeles Administrative Code. CONTRACTOR shall comply with the Equal Benefits Ordinance during the performance of this contract and the CONTRACTOR certifies and represents that the CONTRACTOR will provide equal benefits to its employees with spouses and its employees with domestic partners during the term of this Contract.

#### **ARTICLE 33**

##### **CONFLICT OF INTEREST**

The CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating and contract on behalf of the CITY’s departments

## EXHIBIT A

### Request for Qualification Fence and Wall Installation, Maintenance and/or Repairs

or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the CITY is received by all parties to contract, unless the notice specifies a later time.

#### **ARTICLE 34** **CLEAN AIR/CLEAN WATER**

The CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857 (h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

#### **ARTICLE 35** **ORDER OF PRECEDENCE**

In the event of contradicting requirements, the following order of precedence shall apply in descending order:

- A. Addenda, change orders, supplemental instructions and approved contract revisions
- B. The Contract Specifications
- C. General Standard Specifications for Public Works Constructions
- D. CONTRACTOR's response
- E. Referenced Specification
- F. Federal and State Requirements

#### **ARTICLE 36** **SAFETY REQUIREMENTS**

Contractor will be responsible for all safety requirements and certifications in accordance with CAL-OSHA rules and regulations. It will be the Contractor's responsibility to assess the work location and implement safety controls and procedures that are compliant with Title 8 of the California Code of Regulations. All projects will be awarded to Contractor as a "Single Employer" in accordance with CAL-OSHA classifications. Contractor will be responsible and have full control over all construction activities as well as safety requirements thereof, for each as-need project awarded.

#### **ARTICLE 37** **ENTIRE CONTRACT**

This Contract contains all of the Contracts, representations and understanding of the parties hereto and supersedes and/or incorporates any previous understandings, bids, commitments or Contracts, whether oral or written, and may be modified or amended only as herein before provided.

**The City reserves the right to award as-needed contracts to multiple Respondents from this RFQ.**



## INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

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

1. **Agreement/Reference** all evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146).
2. **When to submit:** Normally, no work may begin until an Office of the City Administrative Officer, Risk Management insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.
3. **Acceptable Evidence and Approval** Electronic submission is the best method of submitting your documents. **Track4LA®** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. Track4LA® advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA®** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California may be accepted, however *submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed.* All certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee is the preferred form of evidence of insurance. If policy includes an automatic or blanket additional insured endorsement, the ACORD certificate must state the City is covered by this endorsement. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to [CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org).

Additional Insured Endorsements DO NOT apply to the following:

1. Indication of compliance with statute, such as Workers' Compensation Law or the California Financial Responsibility Law for Automobile Liability.

## EXHIBIT B

### Request for Qualification Fence and Wall Installation, Maintenance and/or Repairs

#### 2. Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking the Office of the City Administrative Officer, Risk Management, Insurance & Bonds Compliance System at <http://cao.lacity.org/risk/index.htm>.

3. **Renewal** when an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA@** at <http://track4la.lacity.org>.
4. **Alternative Programs/Self-Insurance** risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review for approval of your program, you should complete and submit the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.
5. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on CITY premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. (Information on two (2) City insurance programs, the SPARTA program, an optional source of low-cost insurance which meets most minimum requirements, and PROMPT COVER, which provides liability coverage for short-term special events on CITY premises or streets, is available at [www.2sparta.com](http://www.2sparta.com), or by calling (800) 420-0555.
6. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.
7. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.
8. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent to Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement form from <http://cao.lacity.org/risk/InsuranceForms.htm>. A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the Contractor/Consultant.
9. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.
10. **Surety** coverage may be required to guarantee performance of work. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY-required bid, payment and performance surety bonds, please see the City of Los Angeles Bond Assistance Program website at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

**EXHIBIT B**

**Request for Qualification  
Fence and Wall Installation, Maintenance and/or Repairs**

Form Gen. 146 (Rev. 9/06)

**Required Insurance and Minimum Limits**

Name: RFQ - As Needed: Fence Installation, Maintenance, and/or Repairs

Date: 02/02/2016

Agreement/Reference: \_\_\_\_\_

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

	Limits						
<input checked="" type="checkbox"/> <b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"></td> <td style="text-align: right; border-bottom: 1px solid black;">WC <u>Statutory</u></td> </tr> <tr> <td style="border-bottom: 1px solid black;"> <input checked="" type="checkbox"/> Waiver of Subrogation in favor of City               <span style="margin-left: 200px;"><input type="checkbox"/> Longshore &amp; Harbor Workers</span> </td> <td style="text-align: right; border-bottom: 1px solid black;">EL <u>\$1,000,000</u></td> </tr> <tr> <td style="border-bottom: 1px solid black;"><input type="checkbox"/> Jones Act</td> <td></td> </tr> </table>		WC <u>Statutory</u>	<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <span style="margin-left: 200px;"><input type="checkbox"/> Longshore &amp; Harbor Workers</span>	EL <u>\$1,000,000</u>	<input type="checkbox"/> Jones Act	
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<input checked="" type="checkbox"/> <b>General Liability</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"></td> <td style="text-align: right; border-bottom: 1px solid black;"><u>\$1,000,000</u></td> </tr> <tr> <td style="border-bottom: 1px solid black;"> <input checked="" type="checkbox"/> Products/Completed Operations               <span style="margin-left: 200px;"><input type="checkbox"/> Sexual Misconduct</span> </td> <td></td> </tr> <tr> <td style="border-bottom: 1px solid black;"><input type="checkbox"/> Fire Legal Liability</td> <td></td> </tr> </table>		<u>\$1,000,000</u>	<input checked="" type="checkbox"/> Products/Completed Operations <span style="margin-left: 200px;"><input type="checkbox"/> Sexual Misconduct</span>		<input type="checkbox"/> Fire Legal Liability	
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<input type="checkbox"/> Fire Legal Liability							
<input checked="" type="checkbox"/> <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"></td> <td style="text-align: right; border-bottom: 1px solid black;"><u>\$1,000,000</u></td> </tr> </table>		<u>\$1,000,000</u>				
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	<u>\$1,000,000</u>						
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>							
<input type="checkbox"/> <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><input type="checkbox"/> All Risk Coverage</td> <td style="width: 50%;"><input type="checkbox"/> Boiler and Machinery</td> </tr> <tr> <td><input type="checkbox"/> Flood</td> <td><input type="checkbox"/> Builder's Risk</td> </tr> <tr> <td><input type="checkbox"/> Earthquake</td> <td><input type="checkbox"/></td> </tr> </table>	<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery	<input type="checkbox"/> Flood	<input type="checkbox"/> Builder's Risk	<input type="checkbox"/> Earthquake	<input type="checkbox"/>	
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<input type="checkbox"/> <b>Pollution Liability</b>							
<input type="checkbox"/> <b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;"></td> <td style="text-align: right; border-bottom: 1px solid black;"><u>100% of the contract price</u></td> </tr> </table>		<u>100% of the contract price</u>				
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<input type="checkbox"/> <b>Crime Insurance</b>							

Other: General Notes.

1) If a contractor has no employees and decides to not cover herself/himself for worker's compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at <http://lacity.org/cao/risk/InsuranceForms.htm>.



CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

**EXHIBIT C**

**COMPLIANCE DOCUMENTS**

**REQUEST FOR QUALIFICATIONS**

Los Angeles Department of Recreation and Parks  
Contracts Unit  
221 N. Figueroa St. Suite 200  
Los Angeles, CA 90012  
Telephone: (213) 202-2678  
Fax: (213) 202-3214  
Web: [www.laparks.org/proposal.htm](http://www.laparks.org/proposal.htm)

January 2016



CITY OF LOS ANGELES  
**DEPARTMENT OF RECREATION AND PARKS**

**COMPLIANCE DOCUMENTS –**  
**REQUEST FOR QUALIFICATIONS**  
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CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

# SECTION I

**Compliance Documents to be submitted by All Respondents**

**SECTION A**

**RESPONDENT'S SIGNATURE DECLARATION AND AFFIDAVIT**

With each Response, a statement shall be submitted and signed by the respondent under penalty of perjury that: The response is genuine, not a sham or collusive; the response is not made in the interest or behalf of any person not named therein; the respondent has not directly or indirectly induced or solicited any person to submit a false or sham response or to refrain from responding; and the respondent has not in any manner sought by collusion to secure an advantage over any other respondent.

**INSTRUCTIONS:**

- a. Sign and Notarize the Document
- b. Submit with the Response

**Signatures:**

Individual:(e.g., Individual dba [Name or Company], etc.) – Individual must sign affidavit.

Partnership:At least ONE General Partner must sign the affidavit.

Corporation: It is preferred that the PRESIDENT and SECRETARY of the corporation sign the affidavit on behalf of the corporation, but a VICE-PRESIDENT may sign in the absence of the President and an Assistant Secretary or Treasurer may sign in the absence of the Secretary.

Note: An Authorized Agent may sign for a Corporation, provided the City is furnished a certified copy of the Board of Directors Resolution authorizing such person to execute the document on behalf of the Corporation. An acknowledgement at the base of the Resolution must state it is unchanged, in force, and be signed by the Corporate Secretary with the current date.

**AFFIDAVIT TO ACCOMPANY PROPOSALS**

I/We, \_\_\_\_\_  
being first duly sworn, deposes and states: That the undersigned

\_\_\_\_\_  
(Insert "Sole Owner", "General Partner", "President", "Secretary", or other proper title)

Is of \_\_\_\_\_  
(Name of form business entity)

Who submits herewith to City of Los Angeles the attached proposal:

Affiant deposes and states: That said proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true; that such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not therein named or disclosed.

Affiant deposes and states: That the proposer has not directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award the contract, or of any other proposer, or anyone else interested in the proposed contract: that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer.

Affiant further deposes and states that prior to the public opening and reading of proposals the said proposer:

- (a) Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- (b) Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said proposer or anyone else or fix the proposal price of said proposer or of anyone else, or to raise or fix any overhead, profit or cost element of its price or of that of anyone else;
- (c) Did not, directly or indirectly, submit its proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, except to the awarding authority or to any person or persons who have a partnership or other financial interest with said proposer in its business.

I understand and agree that any falsification in the affidavit will be grounds for rejection of this proposal or cancellation of any concession contract awarded pursuant to this proposal.

I hereby certify or declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

STATE OF CALIFORNIA COUNTY OF  
LOS ANGELES

Subscribed and sworn to before me this day of

(Signature)

(Month/Year)(Date)

**PROPOSALS WILL NOT BE CONSIDERED UNLESS THE AFFIDAVIT HEREON IS FULLY EXECUTED,  
INCLUDING THE CERTIFICATE OF THE NOTARY AND THE NOTARIAL SEAL**

**SECTION B**  
**DISPOSITION OF PROPOSALS**

All Responses submitted in response to the RFQ shall become the property of the City of Los Angeles and a matter of public record. Respondents must identify all copyrighted material, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act, and indemnify and defend the City of Los Angeles for its refusal to disclose such material from person making a request therefore.

**INSTRUCTIONS:**

- a. Sign the Document
- b. Submit with the Response

**Signatures:**

The person signing must be authorized to bind the Respondent.

**DISPOSITION OF PROPOSALS**

All proposals submitted in response to the RFP shall become the property of the City of Los Angeles and a matter of public record. Proposers must identify all copyrighted materials, trade secrets, or other proprietary information that they claim are exempt from disclosure under the Public Records Act (California Code, Section 6250 et seq.)

In the event such an exemption is claimed, the proposer must state in the proposal that the proposer will defend any action brought against the City for its refusal to disclose such material, trade secret, or other proprietary information to any party making such a request. The proposer is required to state in the proposal that:

“The proposer will indemnify the City or Agency and hold it harmless from any claim or liability and defend any action brought against the City of Los Angeles for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any persons making a request therefore.”

Proposer’s obligations herein include, but are not limited to, all attorney’s fees (both in house and outside counsel), costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the City, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability or any nature whatsoever arising out of any such suits, claims, and causes of action brought against the City, through and including any appellate proceedings. Proposer’s obligations to the City under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Proposer of the City’s invoices for all fees and costs incurred by the City, as well as all damages or liability of any nature.

“I have read and understand the Disposition of Proposals and agree that the City of Los Angeles may release any materials and information contained in the proposal submitted by the undersigned’s firm in the event that the required hold harmless statement is not included in the Proposal.”

Signature of person authorized to bind proposer \_\_\_\_\_ Date \_\_\_\_\_



**SECTION C**

**CERTIFICATION OF COMPLIANCE WITH CHILD SUPPORT OBLIGATIONS**

Responders must complete, sign, and return with their response the “Certification of Compliance with Child Support Obligations.”, and agree to comply with all terms and conditions within. Failure to return the signed and completed certification with your response *will* result in your response being deemed non-responsive.

**INSTRUCTIONS:**

- a. Complete and sign the document
- b. Submit with the Response



**SECTION D**

**CONTRACTOR RESPONSIBILITY ORDINANCE STATEMENT**

The Contractor Responsibility Ordinance (CRO) requires a determination, via the CRO questionnaire, that prospective contractors are responsible and capable of fully performing the work before a contract is awarded by the City of Los Angeles. Additional information may be found at the following website:

[http://bca.lacity.org/index.cfm?nxt=soo&nxt\\_body=content\\_cro.cfm](http://bca.lacity.org/index.cfm?nxt=soo&nxt_body=content_cro.cfm)

**INSTRUCTIONS:**

The questionnaire must be completed, appropriately signed, and submitted with the proposal (Pages 1 through 9).

## CITY OF LOS ANGELES

### CONTRACTOR RESPONSIBILITY ORDINANCE

### (Los Angeles Administrative Code Section 10.40 et seq.)

#### 1. What is the Contractor Responsibility Ordinance?

The Contractor Responsibility Ordinance (CRO) requires that each department make a determination as to whether prospective contractors are responsible and capable of fully performing the work before being awarded a City contract. The Ordinance also requires prospective contractors to complete a Responsibility Questionnaire that will be posted on the internet for 14 calendar days for public review.

#### 2. When was the Ordinance adopted?

The City Council adopted the CRO on November 21, 2000. Regulations implementing the Ordinance were adopted on June 19, 2001.

#### 3. Who is responsible for the administration and enforcement of the Ordinance?

Three (3) departments were named as administrative agencies responsible for the administration of the CRO. Each Designated Administrative Agency (DAA) administers the Ordinance for a specific type of agreement. The three DAA's, the type of agreement each DAA is responsible for, and contact information for each DAA is provided in the table below.

Administrative Agency	Agreement Type	Contact Information
Public Works, BCA	Service	Russ Strazella (213) 580-5012
Public Works, BCA	Construction	Russ Struzella (213) 580-5012
General Services	Procurement	Raymond Richards (213) 485-4591

#### 4. Are all service, procurement, and construction agreements subject to the CRO?

Generally, an agreement, including one processed as an Authorization for Expenditure (AFE) with a Letter of Agreement, is covered by the CRO if it meets one of the definitions below.

Service agreements: Agreements covered under the general category of a "service agreement" include:

- An agreement for \$25,000.00 or more and for at least three months in which a contractor will provide services to or for the City.
- An agreement for a lease or license of City property if the service to be performed on the property is something that City employees could perform.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement for the grant of City financial assistance for \$100,000 or more if the agreement is for the purpose of economic development or job growth. City financial assistance may also include loans if certain conditions are met. (Refer to Sec. 10.40.0(b) of the CRO.)

Purchase agreements: Purchase agreements are covered if they are for One Hundred Thousand Dollars (\$100,000.00) or more. Agreements to purchase garments are covered if they are for Twenty-Five Thousand Dollars (\$25,000.00) or more.

Construction agreements: All construction agreements are covered, regardless of amount or term.

**5. When did the Ordinance become applicable?**

The Ordinance is being applied to Invitations for Bids (IFB) (including Requests for Proposals, Requests for Qualifications, “sole-sourced” contracts, and any other procurement process) released to the public **on or after September 4, 2001**. An agreement entered into as a result of an IFB released prior to that date is not subject to the CRO unless it is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above.

**6. If an IFB is subject to the CRO, what must a department do?**

The department must inform prospective bidders/proposers that the CRO is applicable to the IFB. The department must also include the appropriate Responsibility Questionnaire for bidders/proposers to fill out. Depending on the type of contract to be awarded, one of three Questionnaires may be included in the IFB: Service; Procurement; and Construction.

**7. What is a Responsibility Questionnaire?**

The Responsibility Questionnaire asks for information about the bidder/proposer: business organization or structure; financial resources and responsibility; performance history; prior disputes; and history in complying with laws. Before a department awards a contract, the department will consider information contained in the Questionnaire as part of the review of a bidder/proposer’s responsibility, as well as any information contained in the Office of Contract Compliance’s Contractor Evaluation database [<http://caodocs.ci.la.ca.us/ContEval/>] regarding the proposer’s prior performance on City contracts.

**8. What must a bidder/proposer do when responding to an IFB?**

If the IFB is subject to the CRO, the bidder/proposer must complete the Responsibility Questionnaire and return it to the City department with the bid/proposal. If a bidder/proposer does not submit a completed Questionnaire with the bid/proposal, the City department may consider the bidder/proposer to be non-responsive to the IFB and may disqualify the bidder/proposer from the rest of the IFB process.

**9. Is a separate Questionnaire required for each IFB?**

Unless the IFB is exempt, a separate Questionnaire must be submitted for each IFB to which a bidder/proposer responds.

**10. What will the City do with the Questionnaire?**

The department responsible for awarding the agreement will review the information contained in the submitted questionnaires, and if necessary, follow up with the bidder/proposer to clarify any information contained in the Questionnaire. The awarding authority will send the completed Questionnaires to the appropriate DAA. The DAA will post the Questionnaires on the City’s Bidder/Contractor Responsibility website: [www.lacity.org/bidresp](http://www.lacity.org/bidresp). This posting also applies to “sole-sourced” contracts, so the completed Questionnaire from a proposed “sole- sourced” contractor must be forwarded to the appropriate DAA for posting.



**11. How long will the Questionnaires be posted?**

The Questionnaires will be posted on the internet for fourteen (14) calendar days. Unless an exemption applies, a department cannot award an agreement until the posting requirement has been met.

**12. What happens during the fourteen (14) calendar-day posting period?**

The general public will be able to review the Questionnaires posted. If, during the fourteen (14) calendar-day posting period, the DAA receives information that calls into question a bidder/proposer's responsibility, the DAA will investigate the matter. In that case, no agreement may be awarded until the DAA finishes its investigation. Information obtained during the investigation will be provided to the department to consider in its determination of a bidder/proposer's responsibility.

**13. How does a department know that the posting requirement has been met?**

The awarding department should complete the top portion of the Posting Verification Form and forward it to the DAA along with the Questionnaires. The DAA will complete the bottom portion of the Posting Verification Form and return it to the department when the posting requirement has been met.

**14. Are contract amendments subject to the CRO?**

If an agreement is amended after September 4, 2001, and the amended agreement meets the definitions stated in the answer to Question #4 above, it is subject to the CRO. Contractors do not have to submit a Questionnaire; however, the CRO Contract Language must be incorporated into the amended agreement.

**15. After the agreement is awarded, or the agreement is amended, what does the CRO require the contractor to do?**

The CRO requires a contractor to:

- Comply with all federal, state, and local laws in the performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws, which affect employees.
- Notify the awarding authority within 30 calendar days after receiving notice that any governmental agency has started an investigation into violations of, or has found that the contractor has violated, any federal, state, or local law in the performance of the contract.
- When applicable, provide the awarding authority, within thirty (30) calendar days, updated responses to the Questionnaire if a change occurs that would affect the contractor's responsibility and ability to continue the agreement.
- Ensure that subcontractors working on the City agreement comply with all federal, state, and local laws in the performance of the agreement.
- Ensure that subcontractors working on the City agreement submit a Pledge of Compliance to comply with the CRO.

**16. What happens if a contractor is found to be in violation of the Ordinance?**

The DAA will notify the contractor that a violation has been found and give the contractor ten (10) calendar days to correct the violation. If the contractor fails to do so, the City may terminate the agreement and pursue all available contractual remedies. The City may also hold a non-responsibility hearing and debar the contractor from doing business with the City for five (5) years.

**17. What about subcontractors?**

Subcontractors are subject to the CRO, and the contractor must ensure that each of its subcontractors complies with the CRO. Subcontractors do not need to complete a Questionnaire, but they must submit to the awarding department a Pledge of Compliance with the Ordinance before they can start work on a City agreement.

**18. What if a subcontractor is found to be in violation of the Ordinance?**

Because the prime contractor is responsible for ensuring that all its subcontractors comply with the CRO, the sanctions listed in the answer to Question #16 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

**19. Are there any exemptions under the Ordinance?**

Generally, two (2) categories of exemptions exist under the CRO:

(1) Agreements exempt from all the CRO requirements:

- Contracts with a governmental entity such as the United States of America, the State of California, a county, city or public agency of such entities, or a public or quasi-public corporation located therein and declared by law to have such status.
- Contracts for the investment of trust moneys or agreements relating to the management of trust assets.
- Banking contracts entered into by the Treasurer pursuant to California Government Code Section 53630 et seq.

(2) Agreements that are only exempt from the requirement that a bidder/proposer submit a Questionnaire. The contractor must still comply with all other CRO provisions.

- Agreements awarded on the basis of emergency circumstances when the awarding authority finds that the City would suffer a financial loss or that City operations would be adversely impacted. This exemption is subject to approval by the DAA.
- Agreements for goods or services that are proprietary or available from only one source. This exemption is subject to approval by the DAA.
- Agreements awarded under the authority of Charter Sections 371(e)(5), (6), (7) or (8). The awarding authority must certify in writing that the contract is entered into in compliance with the requirements of those Charter sections.

**20. Where can I obtain a copy of the Contractor Responsibility Ordinance and the Rules and Regulations?**

All CRO-related information and documents can be found on the CRO website: <http://www.lacity.org/bidresp>.

**CITY OF LOS ANGELES  
RESPONSIBILITY  
QUESTIONNAIRE**

**RESPONSES TO THE QUESTIONS CONTAINED IN THIS QUESTIONNAIRE MUST BE SUBMITTED ON THIS FORM.**

**In responding to the Questionnaire, neither the City form, nor any of the questions contained therein, may be retyped, recreated, modified, altered, or changed in any way, in whole or in part. Bidders or Proposers that submit responses on a form that has been retyped, recreated, modified, altered, or changed in any way shall be deemed non-responsive.**

The signatory of this questionnaire guarantees the truth and accuracy of all statements and answers to the Questions herein. Failure to complete and return this questionnaire, any false statements, or failure to answer

(a) question(s) when required, may render the bid/proposal non-responsive. All responses must be typewritten or printed in ink. Where an explanation is required or where additional space is needed to explain an answer, use the Responsibility Questionnaire Attachments. Submit the completed form and all attachments to the awarding authority. Retain a copy of this completed form for future reference. Contractors must submit updated information to the awarding authority if changes have occurred that would render any of the responses inaccurate in any way. Updates must be submitted to the awarding authority within 30 days of the change(s).

**A. CONTACT INFORMATION**

**CITY DEPARTMENT INFORMATION**

City Department/Division Awarding Contract	City Contact Person	Phone
--	---------------------	-------

City Bid or Contract Number and Project Title (if applicable)	Bid	Date
---	-----	------

**BIDDER/CONTRACTOR INFORMATION**

Bidder/Proposer Business Name	Contractor's License Number
-------------------------------	-----------------------------

Street Address	City	State	Zip
----------------	------	-------	-----

Contact Person, Title	Phone	Fax
-----------------------	-------	-----

**TYPE OF SUBMISSION:**

The Questionnaire being submitted is:

- An initial submission of a completed Questionnaire.
- An update of a prior Questionnaire dated \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_.
- No change. I certify under penalty of perjury under the laws of the State of California that there has been no change to any of the responses since the last Responsibility Questionnaire dated \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ was submitted by the firm. Attach a copy of that Questionnaire and sign below.

Print Name, Title	Signature	Date
-------------------	-----------	------

**TOTAL NUMBER OF PAGES SUBMITTED, INCLUDING ALL ATTACHMENTS:** \_\_\_\_\_

Responsibility Questionnaire (rev 1/25/12)

**B. BUSINESS ORGANIZATION/STRUCTURE**

Indicate the organizational structure of your firm. "Firm" includes a sole proprietorship, corporation, joint venture, consortium, association, or any combination thereof.

**Corporation:** Date incorporated: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ State of incorporation: \_\_\_\_\_  
List the corporation's current officers.  
**President:** \_\_\_\_\_  
**Vice President:** \_\_\_\_\_  
**Secretary:** \_\_\_\_\_  
**Treasurer:** \_\_\_\_\_

Check the box only if your firm is a publicly traded corporation.  
List those who own 5% or more of the corporation's stock. Use Attachment A if more space is needed. Publicly traded corporations need not list the owners of 5% or more of the corporation's stock.  
\_\_\_\_\_  
\_\_\_\_\_

**Partnership:** Date formed: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ State of formation: \_\_\_\_\_  
List all partners in your firm. Use Attachment A if more space is needed.  
\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship:** Date started: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
List any firm(s) that you have been associated with as an owner, partner, or officer for the last five years. Use Attachment A if more space is needed. Do not include ownership of stock in a publicly traded company in your response to this question.  
\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture:** Date formed: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
List: (1) each firm that is a member of the joint venture and (2) the percentage of ownership the firm will have in the joint venture. Use Attachment A if more space is needed. **Each member of the Joint Venture must complete a separate Questionnaire for the Joint Venture's submission to be considered as responsive to the invitation.**  
\_\_\_\_\_  
\_\_\_\_\_



**C. OWNERSHIP AND NAME CHANGES**

1. Is your firm a subsidiary, parent, holding company, or affiliate of another firm?

Yes  No

If Yes, explain on Attachment A the relationship between your firm and the associated firms. Include information about an affiliated firm only if one firm owns 50% or more of another firm, or if an owner, partner or officer of your firm holds a similar position in another firm.

2. Has any of the firm's owners, partners, or officers operated a similar business in the past five years?

Yes  No

If Yes, list on Attachment A the names and addresses of all such businesses, and the person who operated the business. Include information about a similar business only if an owner, partner or officer of your firm holds a similar position in another firm.

3. Has the firm changed names in the past five years?

Yes  No

If Yes, list on Attachment A all prior names, addresses, and the dates they were used. Explain the reason for each name change in the last five years.

4. Are any of your firm's licenses held in the name of a corporation or partnership?

Yes  No

If Yes, list on Attachment A the name of the corporation or partnership that actually holds the license.

**Bidders/Contractors must continue on to Section D and answer all remaining questions contained in this Questionnaire.**

**The responses in this Questionnaire will not be made available to the public for review. This is not a public document.  
[CPC §20101(a)]**

**D. FINANCIAL RESOURCES AND RESPONSIBILITY**

5. In the past five years, has your firm ever been denied bonding?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance.

6. Is your firm now, or has it ever been at any time in the last five years, the debtor in a bankruptcy case?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance.

7. Is your firm in the process of, or in negotiations toward, being sold?

Yes  No

If Yes, explain the circumstances on Attachment B.

**E. INSURANCE**

8. In the past five years, has any bonding company made any payments to satisfy any claims made against a bond issued on your firm's behalf?

Yes  No

If Yes, explain on Attachment B the circumstances surrounding each instance.

9. Indicate whether your firm currently has a workers' compensation insurance policy in effect, whether it is legally self-insured, or whether it currently has no workers' compensation insurance policy in effect.

**Workers' Compensation Insurance Policy Currently in Effect**

**Legally Self-Insured**

**No Workers' Compensation Policy Currently in Effect**

If you have no worker's compensation insurance policy currently in effect, and you are not legally self-insured, provide an explanation on Attachment B.

10. List the Experience Modification Rate (EMR) issued to your firm annually by your workers' compensation insurance carrier for the last three years. Begin with the most recent year (YR 1) that an EMR rate was issued (EMR -1). If any of the rates for the three years is or was 1.00 or higher, you may provide an explanation on Attachment B.

YR. 1: \_\_\_ EMR-1: \_\_\_ YR 2: \_\_\_ EMR-2: \_\_\_ YR. 3: \_\_\_ EMR-3:

11. Within the past five years, has your firm ever had employees but was without workers' compensation insurance or state approved self-insurance?

Yes  No

If yes, explain on Attachment B each instance. If No, attach a statement from your workers' compensation insurance provider that you have been continuously insured for the past five years.

**F. PERFORMANCE HISTORY**

12. How many years has your firm been in business? \_\_\_\_\_ Years.
13. Has your firm ever held any contracts with the City of Los Angeles or any of its departments?

Yes  No

If, **Yes**, list on Attachment B all contracts your firm has had with the City of Los Angeles for the last 10 years. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

14. List on Attachment B all contracts your firm has had with any private or governmental entity (other than the City of Los Angeles) over the last five years that are similar to the work to be performed on the contract for which you are bidding or proposing. For each contract listed in response to this question, include: (a) entity name; (b) name of a contact and phone number; (c) purpose of contract; (d) total cost; (e) starting date; and (f) ending date.

Check the box if you have not had any similar contracts in the last five years.

15. In the past five years, has a governmental or private entity or individual terminated your firm's contract prior to its completion of the contract?

Yes  No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

16. In the past five years, has your firm used any subcontractor to perform work on a government contract when you knew that the subcontractor had been debarred by a governmental entity?

Yes  No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

17. In the past five years, has your firm defaulted on a contract or been debarred or determined to be a non-responsible bidder or contractor?

Yes  No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

**G. DISPUTES**

18. In the past five years, has your firm been the defendant in court on a matter related to any of the following issues? For parts (a) and (b) below, check **Yes** even if the matter proceeded to arbitration without court litigation. For part (c), check **Yes** only if the matter proceeded to court litigation. If you answer **Yes** to any of the questions below, explain the circumstances surrounding each instance on Attachment B. You must include the following in your response: the name of the plaintiffs in each court case, the specific causes of action in each case; the date each case was filed; and the disposition/current status of each case.

- (a) Payment to subcontractors?

Yes  No

- (b) Work performance on a contract?

Yes  No

- (c) Employment-related litigation brought by an employee?

19. Does your firm have any outstanding judgments pending against it?

Yes  No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

20. In the past five years, has your firm been assessed liquidated damages on a contract?

Yes  No

If **Yes**, explain on Attachment B the circumstances surrounding each instance and identify all such projects, the amount assessed and paid, and the name and address of the project owner.

#### H. COMPLIANCE

21. In the past five years, has your firm or any of its owners, partners or officers, ever been investigated, cited, assessed any penalties, or been found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed on Attachment C (Page 10)? For this question, the term "owner" does not include owners of stock in your firm if your firm is a publicly traded corporation.

Yes  No

If **Yes**, explain on Attachment B the circumstances surrounding each instance, including the entity that was involved, the dates of such instances, and the outcome.

22. If a license is required to perform any services provided by your firm, has your firm, or any person employed by your firm, been investigated, found to have violated, cited, assessed any penalties, or subject to any disciplinary action by a licensing agency for violation of any licensing laws in the past five years?

Yes  No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

23. In the past five years, has your firm, any of its owners, partners, or officers, ever been penalized or given a letter of warning by the City of Los Angeles for failing to obtain authorization from the City for the substitution of a Minority-owned (MBE), Women-owned (WBE), or Other (OBE) business enterprise?

Yes  No

If **Yes**, explain on Attachment B the circumstances surrounding each instance in the last five years.

24. Provide on **Attachment B**, the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that will provide apprentices to your company for use on any public works projects that you are awarded by the City of Los Angeles.

Provide on **Attachment B**, the name(s), address(s) and telephone number(s) of the apprenticeship program sponsor(s) approved by the California Division of Apprenticeship Standards that have provided apprentices to your company on any public works project on which your firm has participated within the last 3 years.

**I. BUSINESS INTEGRITY**

25. For questions (a), (b), and (c) below, check **Yes** if the situation applies to your firm. For these questions, the term “firm” includes any owners, partners, or officers in the firm. The term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation. If you check **Yes** to any of the three questions below, explain on Attachment B the circumstances surrounding each instance.

(a) Is a governmental entity or public utility currently investigating your firm for making (a) false claim(s) or material misrepresentation(s)?

Yes  No

(b) In the past five years, has a governmental entity or public utility alleged or determined that your firm made (a) false claim(s) or material misrepresentation(s)?

Yes  No

(c) In the past five years, has your firm been convicted of, or found liable in a civil suit for, making (a) false claim(s) or material misrepresentation(s) to any governmental entity or public utility?

Yes  No

26. In the past five years, has your firm, any of its owners or officers been convicted of a crime involving the bidding of a government contract, the awarding of a government contract, the performance of a government contract, or the crime of theft, fraud, embezzlement, perjury, or bribery? For this question, the term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation.

Yes  No

If **Yes**, explain on Attachment B the circumstances surrounding each instance.

**CERTIFICATION UNDER PENALTY OF PERJURY**

I certify under penalty of perjury under the laws of the State of California that I have read and understand the questions contained in this questionnaire and the responses contained herein and on all Attachments. I further certify that I have provided full and complete answers to each question, and that all information provided in response to this Questionnaire is true and accurate to the best of my knowledge and belief.

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT A FOR SECTIONS A THROUGH C**

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

**Page**



ATTACHMENT B FOR SECTIONS D THROUGH I

Where additional information or an explanation is required, use the space below to provide the information or explanation. Information submitted on this sheet must be typewritten. Include the number of the question for which you are submitting additional information. Make copies of this Attachment if additional pages are needed.

Page

**ATTACHMENT C: GOVERNMENTAL ENTITIES FOR QUESTION NO. 21**

Check **Yes** in response to Question No. 21 if your firm or any of its owners, partners or officers, have ever been investigated, cited, assessed any penalties, or found to have violated any laws, rules, or regulations enforced or administered, by any of the governmental entities listed below (or any of its subdivisions), including but not limited to those examples specified below. The term “owner” does not include owners of stock in your firm if your firm is a publicly traded corporation. If you answered Yes, provide an explanation on Attachment B of the circumstances surrounding each instance, including the entity involved, the dates of such instances, and the outcome.

**FEDERAL ENTITIES**

**Federal Department of Labor**

- American with Disabilities Act
- Immigration Reform and Control Act
- Family Medical Leave Act
- Fair Labor Standards Act
- Davis-Bacon and laws covering wage requirements for federal government contract workers
- Migrant and Seasonal Agricultural Workers Protection Act
- Immigration and Naturalization Act
- Occupational Safety and Health Act
- anti-discrimination provisions applicable to government contractors and subcontractors
- whistleblower protection laws

**Federal Department of Justice**

- Civil Rights Act
- American with Disabilities Act
- Immigration Reform and Control Act of 1986
- bankruptcy fraud and abuse

**Federal Department of Housing and Urban Development (HUD)**

- anti-discrimination provisions in federally subsidized/assisted/sponsored housing programs
- prevailing wage requirements applicable to HUD related programs

**Federal Environmental Protection Agency**

- Environmental Protection Act

**National Labor Relations Board**

- National Labor Relations Act

**Federal Equal Employment Opportunity Commission**

- Civil Rights Act
- Equal Pay Act
- Age Discrimination in Employment Act
- Rehabilitation Act
- Americans with Disabilities Act

**STATE ENTITIES**

**California’s Department of Industrial Relations**

- wage and labor standards, and licensing and registration
- occupational safety and health standards
- workers’ compensation self insurance plans
- Workers’ Compensation Act
- wage, hour, and working standards for apprentices
- any provision of the California Labor Code

**California’s Department of Fair Employment and Housing**

- California Fair Employment and Housing Act
- Unruh Civil Rights Act
- Ralph Civil Rights Act

**California Department of Consumer Affairs**

- licensing, registration, and certification requirements
- occupational licensing requirements administered and/or enforced by any of the Department’s boards, including the Contractor’s State Licensing Board

**California’s Department of Justice LOCAL**

**ENTITIES**

**City of Los Angeles** or any of its subdivisions for violations of any law, ordinance, code, rule, or regulation administered and/or enforced by the City, including any letters of warning or sanctions issued by the City of Los Angeles for an unauthorized substitution of subcontractors, or unauthorized reductions in dollar amounts subcontracted.

**OTHERS**

**Any other federal, state, local governmental entity** for violation of any other federal, state, or local law or regulation relating to wages, labor, or other terms and conditions of employment.

**SECTION E****CONTRACTOR RESPONSIBILITY ORDINANCE PLEDGE OF COMPLIANCE**

Unless otherwise exempt in accordance with the provisions of the Ordinance, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq., of the Los Angeles Administrative Code, which requires CONTRACTOR/CONSULTANT to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect CONTRACTOR'S/CONSULTANT'S fitness and ability to continue performing the contract. In accordance with the provisions of this Ordinance, by signing this Contract, CONTRACTOR/CONSULTANT pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. The CONTRACTOR/CONSULTANT further agrees to:

1. Notify the awarding authority within thirty (30) calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that the CONTRACTOR/CONSULTANT is not in compliance with all applicable federal, state and local laws in performance of this contract.
2. Notify the awarding authority with thirty (30) calendar days of all findings by a government agency or court of competent jurisdiction that the CONTRACTOR/CONSULTANT has violated the provisions of Section 10.40.3(a) of the Ordinance.
3. Ensure that its subcontractor(s) working on the CONTRACTOR'S/CONSULTANT'S City Contract submit a Pledge of Compliance to awarding authorities; and
4. Ensure that its subcontractor(s), as defined in the Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify Awarding Authorities within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Ordinance in performance of the subcontract.

For further information on Contractor Responsibility Ordinance:  
<http://bca.lacity.org/site/pdf/cro/CRO%20Contractor%20Responsibility%20Ordinance.PDF>

**INSTRUCTIONS:**

- a. Complete and sign the document
- b. Submit with the Response

**CITY OF LOS ANGELES  
PLEDGE OF COMPLIANCE WITH CONTRACTOR RESPONSIBILITY ORDINANCE**

Los Angeles Administrative Code (LAAC) Section 10.40 et seq. (Contractor Responsibility Ordinance) provides that, unless specifically exempt, City contractors working under service contracts of at least Twenty-Five Thousand Dollars (\$25,000.00) and three ( 3 ) months, contracts for the purchase of goods and products of at least One Hundred Thousand Dollars (\$100,000.00), contracts for the purchase of garments of at least Twenty-Five Thousand Dollars (\$25,000.00), and construction contracts of any amount; public lessees; public licensees; and certain recipients of City financial assistance or City grant funds, shall comply with all applicable provisions of the Ordinance. Upon award of a City contract, public lease, public license, financial assistance or grant, the contractor, public lessee, public licensee, City financial assistance recipient, or grant recipient, and any its subcontractor(s), shall submit this Pledge of Compliance to the awarding authority.

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

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

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

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Company Name, Address and Phone Number

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Signature of Officer or Authorized Representative

Date

---

Print Name and Title of Officer or Authorized Representative

---

Awarding City Department

Contract Number

SRIS/CRO-3, Pledge of Compliance (Rev. 5/25/04)

**SECTION F**

**LIVING WAGE ORDINANCE AND  
SERVICE CONTRACT WORKER RETENTION ORDINANCE**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of the Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance and 10.36 et seq. Service Contractor Worker Retention Ordinance. Additional information may be found at the following websites:

[http://bca.lacity.org/index.cfm?nxt=lco&nxt\\_body=content\\_lwo.cfm](http://bca.lacity.org/index.cfm?nxt=lco&nxt_body=content_lwo.cfm)

[http://bca.lacity.org/index.cfm?nxt=soo&nxt\\_body=content\\_scwro.cfm](http://bca.lacity.org/index.cfm?nxt=soo&nxt_body=content_scwro.cfm)

**INSTRUCTIONS:**

If applying for an exemption, complete and submit the appropriate exemption forms with the response; if no exemptions are claimed, mark "NOT APPLICABLE" on the forms, and submit them with the response.

**CITY OF LOS ANGELES****LIVING WAGE ORDINANCE****(Los Angeles Administrative Code Section 10.37 et seq.)****1. What is the Living Wage Ordinance?**

The Living Wage Ordinance (LWO) requires employers who have agreements with the City to pay their employees at least a minimum “living wage” and to provide certain benefits. If the agreement is subject to the LWO, the employer must do the following:

- Pay employees working on the subject agreement a wage rate that is at least equal to the “living wage” rate. The “living wage” is adjusted annually and becomes effective July 1 of each year. Employers can obtain information about the living wage rate currently in effect by going to Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website at [www.lacity.org/bca/OCCmain.html](http://www.lacity.org/bca/OCCmain.html).
- Provide employees with at least twelve (12) paid days off per year for sick leave, vacation, or personal necessity; and at least ten (10) unpaid sick days off per year.
- Tell employees who make less than Twelve Dollars (\$12.00) per hour that they may qualify for the federal Earned Income Tax Credit and provide them with the forms required to apply for the credit.
- Cooperate with the City by providing access to the work site and to payroll and related documents so that the City can determine if the employer is complying with the LWO.
- Pledge to comply with federal laws prohibiting an employer from retaliating against employees for union organizing.
- Not retaliate against any employee who makes claims about non-compliance with the LWO.

**2. When was the Ordinance adopted?**

The LWO was adopted in May, 1997 and amended in January, 1999.

**3. What types of agreements are subject to the Ordinance?**

Generally, the LWO covers the following types of agreements:

- An agreement in an amount over Twenty-Five Thousand Dollars (\$25,000.00) and for at least three (3) months in which an employer will provide services to or for the City.
- An agreement for the lease or license of City property if the service being performed on the property is something that City employees would otherwise do.
- An agreement for the lease or license of City property that is in a location where a substantial number of the general public might visit.
- An agreement in which the City gives financial assistance for the purpose of promoting economic development or job growth.
- An agreement in which the City determines that applying the LWO would be in the best interest of the City.



**4. Is an agreement subject to the LWO if it was entered into before May, 1997?**

Agreements executed after May, 1997 are subject to the LWO. An agreement entered into before May 1997 may become subject to LWO if it is later amended or modified in order to add time or money to the original agreement.

**5. Are there any requirements that would apply to an employer who does not have an agreement with City that is subject to the LWO?**

All employers are required to comply with the LWO's prohibition against retaliation, even if the employer does not have an agreement with the City that is subject to the Ordinance.

**6. Are all employees covered by the Ordinance?**

Intentionally left blank 8/18/06

**7. Are an employer's subcontractors subject to the requirements of the Ordinance?**

A subcontractor may be covered by the Ordinance if the subcontractor performs work on the subject agreement. If so, the subcontractor must also comply with the requirements of the LWO, including all reporting requirements. The prime contractor is responsible for the making sure that the subcontractor complies with the LWO.

**8. What happens if an employer is found to be in violation of the Ordinance?**

Payments due may be withheld. Also, the employer may be deemed to be in material breach of the agreement. When that happens, the City may take the following steps:

- Terminate the agreement and pursue all available contractual remedies.
- Debar the employer from doing business with the City for three (3) years or until all penalties and restitution have been fully paid, whichever occurs last.
- Bring a lawsuit against the employer for all unpaid wages and health benefit premiums and/or seek a fine of up to One Hundred Dollars (\$100.00) for each day the violation remains uncorrected.

**9. What if a subcontractor is found to be in violation of the Ordinance?**

Because the prime contractor is responsible for making sure that all its subcontractors comply with the LWO, the sanctions listed in answer #8 may be applied to the prime contractor if the subcontractor does not correct the violation(s).

**10. What can an employee do if an employer is in violation of the Ordinance?**

The employee can submit a complaint to the Office Contract Compliance which will investigate the complaint. Also, the employee can bring his or her own lawsuit against the employer for:

**Request for Qualifications:  
Fence and Wall Installation, Maintenance and/or Repairs**

- Back pay for failing to pay the correct wages or correct health benefit premiums.
- Reinstatement and back pay for retaliation.
- Triple the amount of the back pay that is owed if the violation was found by the court to be willful.

**11. Are there any exemptions available under the Ordinance?**

An employer may apply for an exemption based on the following categories:

- Service agreements that are less than three (3) months or Twenty-Five Thousand Dollars (\$25,000.00) or less.
- Agreements for the purchase of goods, property, or the leasing of property (with City as the lessee).
- Construction contracts that do not meet the definition of a service agreement.
- Employees who are required to have an occupational license in order to provide services to or for the City are exempt.
- Employers who are party to a collective bargaining agreement (CBA) that has language stating that the CBA shall supersede the LWO.
- Financial assistance recipients who meet the requirements stated in Section 10.37.1(c) of the LWO.
- Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code, Section 501(c)(3) whose chief executive officer's hourly wage rate is less than eight times the hourly wage rate of the lowest paid worker are be exempt. However, this exemption does not apply to child care workers.
- Lessees or licensees who have no more than a total of seven employees and who have annual gross revenue of less than Four Hundred Fifty-Four Thousand Sixteen Dollars (\$454,016.00) (effective July 1, 2009). The qualifying annual gross revenue is adjusted every July.
- One-person contractors, lessees, licensees or financial assistance recipients who employ no workers.
- Agreements that involve other governmental entities.

**12. Who is responsible for the administration and enforcement of the Ordinance?**

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway Street, Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, or go to the Office of Contract Compliance website at <http://bca.lacity.org>.

**LIVING WAGE ORDINANCE STATUTORY EXEMPTIONS**

Living Wage Ordinance (LWO) statutory exemptions are now divided into the following three categories:

1. Exemptions that do not require approval from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC).
  2. Exemptions that do not require OCC approval but require a Contractor Certification of Exemption.
  3. Exemptions that require submission of an Application for Exemption and OCC approval of the Application.
1. **The following exemptions do not require OCC approval or any Contractor Certification**: Departments only need to indicate the exemption in the appropriate category on the LWO Departmental Determination of Coverage Form.
- a. **Less than three (3) months OR less than Twenty-Five Thousand Dollars (\$25,000.00) (LAAC 10.37.1(j))**. Service contracts or Authority for Expenditures that do not meet these thresholds are not covered by the LWO.
  - b. **Other governmental entities (LAAC 10.37.1(g))**. Agreements with other governmental entities such as Los Angeles County, the State of California, or the University of California, are not covered by the LWO. Subcontractors to these entities are also not covered by the LWO.
  - c. **Purchase of goods, property, or the leasing of property, with the City as lessee (LAAC 10.37.1(j))**. Such contracts are categorically exempt from the LWO unless they include a service component that is more than just incidental (regular and recurring services is required). Examples of such categorically exempt contracts include contracts to purchase office supplies or to lease space to be occupied by City departments.
  - d. **Construction contracts, not conforming to the definition of a service contract (LAAC 10.37.1(j))**. Such contracts are categorically exempt from the LWO. Examples include construction of buildings and infrastructure.
  - e. **City financial assistance not meeting thresholds (LAAC 10.37.1(c))**. Agreements to provide a contractor with City financial assistance (which typically mean grants or loans provided at interest rates that are lower than the Applicable Federal Rate) are categorically exempt from the LWO if they meet both of the following:
    - (1) The assistance given in a 12-month period is below One Million Dollars (\$1,000,000.00) AND less than One Hundred Thousand Dollars (\$100,000.00) per year.
    - (2) The assistance is not for economic development or job growth.
  - f. **Business Improvement Districts (BID) (LWO Regulation #11)**. Service agreements are categorically exempt from the LWO if the services are funded with the BID's assessment money collected by the City after the formation of the BID. Service contracts in which City money is used to hire firms to help in forming the BID remain subject to the LWO unless the contractor otherwise qualifies for an exemption.
2. **The following exemption categories do not require OCC approval, but the contractor must still submit a Contractor Certification of Exemption from Living Wage (OCC/LW-13)**. No OCC approval is required for the exemption to be valid. However, the department must include the Contractor Certification of Exemption with the contract.
- a. **501(c)(3) Non-profit organizations (LAAC 10.37.1(g))**: Employers (contractors, subcontractors, financial assistance recipients) organized under IRS Code Section 501(c)(3) are exempt from the LWO if the hourly wage rate of the corporation's highest paid employee is less than eight times the hourly wage rate of the corporation's lowest paid worker. However, the exemption does not extend to

Child Care Workers as defined in the LWO Rules and Regulations (an employee “whose work on an agreement involves the care or supervision of children twelve (12) years of age and under.”). A copy of the IRS 501(c)(3) Exemption Letter will be required.

- b. **One-person contractors with no employees (LAAC 10.37.1(f)):** Contractors, lessees, licensees or financial assistance recipients who employ no workers are exempt from the LWO.
3. **The following exemption categories require submission of an application for exemption and OCC approval of the application to be valid.**
- a. **Collective bargaining agreements (CBA) that supersede the LWO (LAAC 10.37.12):** Contractors whose employees are covered by a CBA that supersede the requirements of the LWO are not subject to the LWO. A copy of the CBA with the superseding language or a letter from the union indicating that the union has agreed to allow the CBA to supersede the LWO will be required to be submitted. Example: Labor agreement between parking contractor and a labor union with language that wages and benefits in the CBA shall supersede the LWO. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a copy of the CBA or a letter from the union.
- b. **Occupational license (LAAC 10.37.1(f)):** Employees required to possess an occupational license in order to provide the services under the City agreement are not subject to the LWO. However, only the individual employees who are required to possess an occupational license are exempt. Employees who work on the City contract and are not required to possess an occupational license remain subject to the LWO. Example: Under California Labor Code Sections 7375 – 7380, a person must be licensed by the State of California in order to inspect and certify cranes and derricks used in lifting services. Contractors must use the LWO Application for Non-Coverage or Exemption form (Form OCC/LW-10) and submit a listing of the employees who possess occupational licenses and a copy of the licenses.
- c. **Small business exemptions for Public Lessees/Licensees (LAAC 10.37.1(i)):** Small business that lease property from the City may apply for OCC approval for LWO exemption if the lessee or licensee:  
(1) employs no more than a total of seven (7) employees; and (2) has annual gross revenues of less than Four Hundred Fifty-Four Thousand Sixteen Dollars (\$454,016.00) (adjusted July 1, 2009). This applies only to lessees with lease agreements executed after February 24, 2001, and to amendments executed after February 24, 2001 that add monies or extend term. Use the Application for “Small Business” Exemption (Form OCC/LW-20) and submit the application with the documents requested on that form.
- d. **City financial assistance agreements that exceed the LWO monetary thresholds may apply for one of the exemptions below.** Applicants and departments should refer to Regulation #3(c) for the requirements and the documents that must be submitted with the LWO Application for Non-Coverage or Exemption (OCC/LWO-10).
- (1) The City financial assistance recipient (CFAR) is in its first year of operation (LAAC 10.37.1(c)).  
(2) The CFAR employs fewer than five employees (LAAC 10.37.1(c)).  
(3) The CFAR would face undue hardship because it employs the long-term unemployed or provides trainee positions to prepare employees for permanent positions (LAAC 10.37.1(c)). REQUIRES COUNCIL APPROVAL.

## LWO –DEPARTMENTAL EXEMPTION APPLICATION

EXEMPTIONS THAT REQUIRE AWARDING DEPARTMENT APPROVAL RFQ EXHIBIT C

**This application for exemption must be submitted along with your bid or proposal to the AWARDING DEPARTMENT. INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

**TO BE FILLED OUT BY THE CONTRACTOR:**

1. Company Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 2. Company Address: \_\_\_\_\_  
 3. Are you a Subcontractor?  Yes  No If YES, state the name of your Prime Contractor: \_\_\_\_\_  
 4. Type of Service Provided: \_\_\_\_\_

**EXEMPTION INFORMATION:**

CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:

<input type="checkbox"/> EXEMPTION	SUPPORTING DOCUMENTATION REQUIRED
<input type="checkbox"/> <b>501(c)(3) Non-Profit Organizations:</b> <ul style="list-style-type: none"> <li>A corporation organized under 501(c)(3) of the IRS Code qualifies for an exemption from the LWO if <b>the highest paid employee makes less than eight times the hourly wage of the lowest paid employee.</b></li> <li>The exemption is valid for all employees <b>except Child Care Workers.</b></li> <li>Therefore, even if a 501(c)(3) organization meets the salary test, <b>Child Care Workers performing work on the City agreement must still be provided with the LWO required wage and time off benefits.</b></li> <li>Under the LWO's Rules and Regulations, a Child Care Worker is an employee "whose work on an agreement involves the care or supervision of children 12 years of age and under."</li> <li>This is read broadly so that the term would include, for example, <b>tutors working with children 12 or under.</b></li> </ul>	<ol style="list-style-type: none"> <li><b>ATTACH</b> a copy of your 501(c)(3) letter from the IRS.</li> <li><b>ANSWER</b> the following questions:                             <ol style="list-style-type: none"> <li><b>STATE</b> the hourly wage of <b>HIGHEST</b> paid employee in the organization: \$ _____</li> <li><b>STATE</b> the hourly wage of <b>LOWEST</b> paid employee in the organization: \$ _____</li> <li><b>MULTIPLY B by 8:</b> \$ 0 _____</li> </ol> </li> <li><input type="checkbox"/> Based on <input type="checkbox"/> Question 2 above, is A less than C? YES NO If NO, your company is <b>NOT eligible</b> for an exemption. If YES, sign and submit this application for final approval.</li> <li><input type="checkbox"/> Will there be any Child Care Workers (as defined by the LWO Regulations) working on this Agreement? YES NO</li> <li>Fill &amp; Submit LW-18 Subcontractor Information Form.</li> </ol>
<input type="checkbox"/> <b>One-Person Contractors:</b> Contractors that have no employees are exempt from the LWO. <b>If you have employees in the future, you must comply with the Ordinance.</b>	Fill and Submit the LW-18 Form.

I declare under penalty of perjury under the laws of the State of California that: (1) I am authorized to bind the entity listed above; (2) the information provided on this form is true and correct to the best of my knowledge; and (3) the entity qualifies for exemption from the LWO on the basis indicated above. By signing below, I further agree that **should the entity listed above cease to qualify** for an exemption because of a change in salary structure, non-profit status, the hiring of employees, or any other reason, **the entity will notify the Awarding Department and the OCC of such change and comply with the LWO's wage and time off requirements.**

Print Name of Person Completing This Form \_\_\_\_\_ Signature of Person Completing This Form \_\_\_\_\_  
 Title \_\_\_\_\_ Phone # \_\_\_\_\_ Date \_\_\_\_\_

**ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.**

**AWARDING DEPARTMENT USE ONLY:**

Dept: \_\_\_\_\_ Dept Contact: \_\_\_\_\_ Contact Phone: \_\_\_\_\_ Contract #: \_\_\_\_\_  
 Approved/ Not Approved \_\_\_\_\_ Reason: \_\_\_\_\_  
 By Analyst: \_\_\_\_\_ Date: \_\_\_\_\_

**LWO – OCC NON-COVERAGE/EXEMPTION APPLICATION  
OCC DETERMINATION/APPROVAL REQUIRED**

RFQ EXHIBIT C

**This application for non-coverage/exemption must be submitted by the Contractor along with its bid or proposal to the AWARDDING DEPARTMENT. Awarding Departments may also apply for an exemption for OCC approval. INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

<b>CONTRACTOR INFORMATION:</b>	
1. Company Name:	Phone Number:
2. Company Address:	
3. Are you a Subcontractor? <input type="checkbox"/> Yes <input type="checkbox"/> No    If YES, state the name of your Prime Contractor:	
4. Type of Service Provided:	

<b>NON-COVERAGE INFORMATION: TO BE REQUESTED BY AWARDDING DEPARTMENTS OR CONTRACTORS</b>	
<input checked="" type="checkbox"/> <b>REQUEST FOR NON-COVERAGE DETERMINATION</b> Per Section 10.37.13 of the LWO, contractors may request a determination of non-coverage on any basis allowed by this article, including, but not limited to: non-coverage, for failure to satisfy definition of "City financial assistance recipient", "public lease/license", or "service contract".	<b>SUPPORTING DOCUMENTATION REQUIRED</b> A detailed memorandum explaining the basis of the request, which may include, but is not limited to: the terms of a city financial assistance agreement, purpose of the contract, location, and work performed. OCC may request further information to issue a determination.

<b>EXEMPTION INFORMATION:</b>	
CHECK OFF ONE BOX BELOW THAT BEST DESCRIBES THE TYPE OF EXEMPTION YOU ARE APPLYING FOR AND ATTACH THE SUPPORTING DOCUMENTATION LISTED ON THE RIGHT:	
<b>TO BE REQUESTED BY AWARDDING DEPARTMENTS ONLY</b>	
<input type="checkbox"/> <b>EXEMPTION</b> Grant Funded Services, provided that the grant funding agency indicates in writing that the provisions of the Ordinances should not apply.	<b>SUPPORTING DOCUMENTATION REQUIRED</b> Provide a copy of grant-funding agency's determination to the OCC.
<b>TO BE REQUESTED BY CONTRACTORS ONLY</b>	
<input type="checkbox"/> <b>EXEMPTION</b> Collective bargaining agreement with supersession language - (LAAC 10.37.12): Contractors who are party to a collective bargaining agreement (CBA) which contains specific language indicating that the CBA will supersede the LWO may receive an exemption as to the employees covered under the CBA.	<b>SUPPORTING DOCUMENTATION REQUIRED</b> A copy of the CBA with the superseding language clearly marked  OR A letter from the union stating that the union has agreed to allow the CBA to supersede the LWO.
<input type="checkbox"/> Occupational license required - (LAAC 10.37.1(f)): Only the individual employees who are required to possess an Occupational license to provide services to or for the City are exempt.	A listing of the employees required to possess occupational licenses to perform services to or for the City  AND Copies of each of these employees' occupational licenses.

By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.

Print Name of Person (Contractor) Completing This Form	Signature of Person (Contractor) Completing This Form Title
Phone #	Date

**ANY DETERMINATION/APPROVAL IS APPLICABLE ONLY TO THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE APPLICATION FOR THE INDIVIDUAL SUBCONTRACTOR.**

<b>AWARDDING DEPARTMENT USE ONLY:</b>		
Dept:	Dept Contact:	Contract #:
<b>OCC USE ONLY:</b>		
Approved / Not Approved – Reason: _____		
By OCC Analyst: _____		Date: _____



**CITY OF LOS ANGELES**  
**SERVICE CONTRACTOR WORKER RETENTION**  
**ORDINANCE**  
**(Los Angeles Administrative Code Section 10.36 et seq.)**

**1. What is the Service Contractor Worker Retention Ordinance?**

The Service Contractor Worker Retention Ordinance (SCWRO), effective May, 1996, requires a successor contractor and its subcontractors to retain for a 90-day period certain employees who worked for the terminated contractor or its subcontractors for at least twelve (12) months. (See also Question #7 regarding which employees are covered.)

**2. What is a successor contractor?**

A successor contractor is one who has been awarded an agreement to provide services to or for the City that are similar to those that were provided under a recently terminated agreement.

**3. What types of agreements are covered by the Ordinance?**

The SCWRO covers the following types of agreements:

- For services in an amount over Twenty-Five Thousand Dollars (\$25,000.00) and for at least three (3) months.
- In which the primary purpose is to provide services to or for the City (including leases and licenses).
- In which the City provides financial assistance for the purpose of promoting economic development or job growth.

**4. What does the Ordinance require a terminated contractor to do?**

The SCWRO requires the terminated contractor to provide the awarding authority with the names, addresses, dates of hire, hourly wage, and job classes of each employee who worked on the City agreement for that terminated contractor or its subcontractor. The awarding authority will provide the information to the successor contractor.

**5. What does the Ordinance require a successor contractor to do?**

The Ordinance requires the successor contractor to:

- Offer employment and retain for a ninety (90)-day period the employees who worked for at least t w e l v e ( 12) months for the terminated contractor or its subcontractors.
- Not discharge the employees retained under the SCWRO without cause during the ninety (90) - day period.
- Perform a written performance evaluation of each employee retained under the SCWRO at the end of the ninety (90)-day period.

**6. Do the employees retained under the Ordinance receive any additional protection?**

Employees retained under the SCWRO are employed under the terms and conditions of the successor contractor or as required by law. However, if the agreement the employees are working under is subject to Living Wage Ordinance (LWO), the employees must be paid the wage rate and be provided the benefits required by LWO.

**7. Does the successor contractor have to retain all the prior contractor's employees?**

The SCWRO covers only employees who meet all of the following requirements:

- Earn less than Fifteen Dollars (\$15.00.00) per hour.
- Primary job is in the City working on or under the City agreement.
- Worked for the terminated contractor or its subcontractor for the preceding twelve (12) months or longer.
- Not a managerial, supervisory, or confidential employee; or an employee required to possess an occupational license.

**8. What if the successor contractor determines that fewer employees are required to provide the services than were required by the prior contractor?**

The names of the affected employees will be placed in order by seniority within each job classification. The successor contractor is required to retain employees based on seniority. The names of employees not retained will be placed on a preferential hiring list from which the successor contractor must use for subsequent hires.

**9. What happens if an employee is discharged in violation of the Ordinance?**

The employee may bring a lawsuit against the successor contractor. The employee can also submit a complaint to the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance which will investigate the complaint.

**10. What if a contractor is found to be in violation of the Ordinance?**

The City may terminate the agreement or pursue other legal remedies.

**11. Who is responsible for administering and enforcing the Ordinance?**

The Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance, located at 1149 S. Broadway St., Suite 300, Los Angeles, CA 90015. For additional information, please call (213) 847-2625, or go to the Office of Contract Compliance web site at <http://bca.lacity.org>.

**SECTION G**

**BUSINESS INCLUSION PROGRAM (BIP)**

Established by Mayor's Executive Directive No. 14, this program requires all respondents to Request for Bids (RFBs), Requests for Proposals (RFPs), and Requests for Qualifications (RFQs) to perform subcontractor outreach to all available MBE/WBE/SBE/EBE/DVBE/OBE firms which could perform a portion of the scope of work required in the respective RFB, RFP, or RFQ. As proof of the respondent's outreach efforts, the respondent is required to perform the Business Inclusion Program Outreach on the Business Assistance Virtual Network (BAVN), [www.labavn.org](http://www.labavn.org).

**INSTRUCTIONS:**

All Respondents must perform and submit the Business Inclusion Program Outreach as described in the following instructions.

CITY OF LOS ANGELES
BUSINESS INCLUSION PROGRAM (BIP) FOR A
REQUEST FOR QUALIFICATIONS (RFQ)

Performance of a BIP outreach to Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and Other Business Enterprise (OBE) subconsultants must be completed on the Business Assistance Virtual Network (BAVN), www.labavn.org.

All BIP Outreach documentation must be submitted on the BAVN by 4:30 p.m. on the first calendar day following the day of the RFQ response submittal deadline.

The Board of Public Works (Board) anticipated levels of

Table with 2 columns: Participation Type and Reference. Rows include MBE, WBE, SBE, EBE, and DVBE Participation, all referencing 'See RFQ'.

NOTE: It is recognized that it is not possible at the time of submission of the RFQ response to accurately predict the amount of work that can be subconsulted for any subsequent contract awarded as a result of this RFQ. BIP Outreach Program information and/or assistance may be obtained through the City’s Office of Contract Compliance by e-mail at bca.biphelp@lacity.org.

DEPARTMENT OF PUBLIC WORKS' POLICY  
BUSINESS INCLUSION PROGRAM FOR A REQUEST FOR QUALIFICATIONS (RFQ)

**SUMMARY**

This policy sets forth the Department of Public Works' rules and procedures to be followed by respondents on advertised personal services contracts in regards to the City's BIP outreach requirements. In general, this policy provides that respondents for contracts must demonstrate compliance with the indicators relating to an active outreach program to obtain participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Failure to demonstrate outreach on the BAVN to comply with the indicators will render the response submission non-responsive.

**A. GENERAL**

This policy statement explains how the City's BIP will be administered within the Department of Public Works for personal services contracts. The Department is committed to ensuring full and equitable participation by minority, women, small, emerging, disabled veteran, and other businesses in the provision of all goods and services to the Department on a contractual basis. This BIP is set forth in this policy Statement. Respondents to this department shall be fully informed concerning the requirements of this Program. **Failure to comply with the City's BIP outreach requirements will render the response non-responsive and result in its rejection.**

Additional information and/or assistance in implementing this program may be obtained through the Office of Contract Compliance, Bureau of Contract Administration by e-mail at [bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org).

**B. DEFINITIONS**

1. **Minority or Women Business Enterprise (MBE or WBE):** For the purpose of this program, Minority or Women Business Enterprise shall mean a business enterprise that meets both of the following criteria:
  - a. A business that is at least fifty-one percent (51%) owned by one (1) or more minority persons or women, in the case of any business whose stock is publicly held, at least fifty-one percent (51%) of the stock is owned by one (1) or more minority persons or women; and
  - b. A business whose management and daily business operations are controlled by one or more minority persons or women.
2. **Small Business Enterprise (SBE):** For the purpose of this program, Small Business Enterprise shall mean a business enterprise that meets the following criteria:
  - a. A business (personal or professional services, manufacturer, supplier, or vendor) whose three (3) year average annual gross revenue does not exceed \$7 million.
  - b. A business (construction contractors) whose three (3) year average annual gross revenue does not exceed \$14 million.
3. **Emerging Business Enterprise (EBE):** For the purpose of this program, Emerging Business Enterprise shall mean a business enterprise whose three (3) year average annual gross revenue does not exceed \$3.5 million.
4. **Disabled Veteran Business Enterprise (DVBE):** For the purpose of this program, Disabled Veteran

Business Enterprise shall mean a business enterprise that meets the following criteria:

- a. A business that is at least fifty-one percent (51%) owned by one or more disabled veterans.
  - b. A business whose daily business operations must be managed and controlled by one or more disabled veterans.
5. Other Business Enterprise (OBE): For the purpose of this program, Other Business Enterprise shall mean any business enterprise which either does not otherwise qualify or has not been certified as a Minority, Women, Small, Emerging, and/or Disabled Veteran Business Enterprise.
  6. Minority person: For the purpose of this program, the term "Minority person" shall mean African Americans; Hispanic Americans; Native Americans (including American Indians, Eskimos, Aleuts, and Native Hawaiians); Asian-Pacific Americans (including persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the United States Trust Territories of the Pacific, Northern Marianas); and Subcontinent Asian Americans (including persons whose origins are from India, Pakistan and Bangladesh).
  7. Disabled Veteran: For the purpose of this program, the term "Disabled Veteran" shall mean a veteran of the U.S. military, naval, or air service: the veteran must have a service-connected disability of at least 10% or more, and the veteran must reside in California.
  8. Certification must be current **on the date the task work order for the project is assigned** if credit is to be allowed towards the anticipated levels of MBE, WBE, SBE, EBE, and/or DVBE participation on this contract.
    - a. Certification as a Minority or Women Business Enterprise: an MBE/WBE must be certified by 1) City of Los Angeles, Bureau of Contract Administration; 2) State of California Department of Transportation (CalTrans); 3) Los Angeles County Metropolitan Transportation Authority (Metro); 4) Southern California Minority Supplier Development Council; or 5) any certifying agency that is a part of the State of California Unified Certification Program (CUCP) so long as the certification meets all of the City of Los Angeles' MBE/WBE certification requirements.

Applications for certification and directories of MBE/WBE certified firms are available at the following locations:

- a. City of Los Angeles  
Bureau of Contract Administration, Office of Contract Compliance  
1149 S. Broadway, Suite 300, Los Angeles, CA 90015  
Telephone: (213) 847-2684 FAX: (213) 847-2777  
Internet address: <http://bca.lacity.org/>
- b. CalTrans  
State of California, Department of Transportation, Civil Rights Group  
1823 14<sup>th</sup> Street, Sacramento, CA 95814  
Telephone: (916) 324-1700  
To order a directory, call (916) 445-3520  
Internet address: <http://www.dot.ca.gov/hq/bep/>



- c. Los Angeles County Metropolitan Transportation Authority  
Equal Opportunity Department  
1 Gateway Plaza, Los Angeles, CA 90012  
Telephone: (213) 922-2600 FAX: (213) 922-7660  
Internet address: <http://www.mta.net>
  - d. Southern California Minority Supplier Development Council, Inc. (for a fee)  
800 W. 6<sup>th</sup> Street, Suite 850, Los Angeles, CA 90017  
Telephone: (213) 689-6960 FAX: (213) 689-1707  
Internet address: <http://www.scmsdc.org>
9. Business Inclusion Program Outreach documentation: The respondent must take affirmative steps prior to submission of their RFQ response to ensure that a maximum effort is made to recruit potential subconsultants. Minority, women, small, emerging, disabled veteran owned and controlled businesses must be considered along with other business enterprises whenever possible as sources of subconsulting services. Affirmative steps for BIP Outreach documentation are outlined in Paragraph C herein. The BIP Outreach documentation must be submitted as described in Paragraph C herein. Failure to submit the BIP Outreach documentation will render the response non-responsive.
  10. Subcontract: For the purpose of this program, the term "Subcontract" denotes an agreement between the prime Consultant and an individual, firm or corporation for the performance of a particular portion of the work which the prime Consultant has obligated itself.
  11. Subconsultant: An individual, firm, or corporation having a direct contract with the consultant for the performance of a part of the work which is proposed to be constructed or done under the contract or permit, including the furnishing of all labor, materials, or equipment. For the purposes of this Program, a subconsultant may also be referred to as a subcontractor.
  12. Vendor and/or supplier: A firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and its own name, the purchase and sale of the products in question. A vendor and/or supplier of bulk items such as steel, cement, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.
  13. Manufacturer: A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
  14. Broker: A firm that charges for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, insurance or bonds, materials or supplies required for performance of the contract. The fee or commission is to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  15. Participation Recognition: This applies to recognition as an MBE, WBE, SBE, EBE, and/or DVBE.
    - a. All listed MBE, WBE, SBE, EBE, and/or DVBE firms must be certified as defined under Paragraph B, Definitions, Item 4, on the date the task work order for the project is assigned before credit may be allowed toward the respective MBE, WBE, SBE, EBE, and/or DVBE pledged participation level.

- b. Work performed by a MBE, WBE, SBE, EBE, and/or DVBE prime consultant will not be considered when determining a prime consultant's BIP Outreach. The prime consultant will be required to make a BIP Outreach to obtain reasonable anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels through subconsulting or materials and supplies acquisition.
- c. Recognition for materials and/or supplies is limited to 60 percent of the amount to be paid to the vendor for such materials/supplies in computing the pledged levels of MBE, WBE, SBE, EBE, and/or DVBE participation, unless the vendor manufactures or substantially alters the materials/supplies.
- d. MBE, WBE, SBE, EBE, and/or DVBE credit for brokers required for performance of the contract is limited to the reasonable fee or commission charged, as not considered excessive, as compared with fees customarily allowed for similar services.
- e. A firm which qualified as both a MBE and a WBE will be credited as either MBE participation or as WBE participation, but will not be credited for both. However, a MBE and/or WBE firm may also receive SBE, EBE, and/or DVBE credit if so qualified.
- f. A listed MBE, WBE, SBE, EBE, and/or DVBE firm must be potentially available to perform a commercially useful function, i.e., must be potentially responsible for the execution of a distinct element of the work and potentially available to carry out its responsibility by performing, managing and supervising the work.
- g. MBE/WBE credit shall not be given to a Joint Venture partner listed as a subconsultant by a Joint Venture respondent.
- h. A SBE, EBE, DVBE prime consultant shall receive pledged participation credit for the work performed by its own workforce.

### C. **BIP OUTREACH DOCUMENTATION**

It is the policy of the City of Los Angeles to provide Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Small Business Enterprises (SBEs), Emerging Business Enterprises (EBEs), Disabled Veteran Business Enterprises (DVBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. In order to maximize this participation while minimizing the administrative impact on City staff and RFQ respondents alike, the Mayor's Office has developed a BIP. The BIP requires City departments to set anticipated participation levels based on the opportunities presented in their advertised contracts and Department's achievement of its annual goals. A respondent's BIP Outreach to MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs shall be determined by their compliance with the following BIP Outreach process which will be performed on the City's Business Assistance Virtual Network (BAVN). The BAVN can be accessed by going to the City's Webpage ([www.lacity.org](http://www.lacity.org)) and linking onto "Bids, RFPs & Grants" or directly at [www.labavn.org](http://www.labavn.org). Failure to meet the anticipated MBE, WBE, SBE, EBE, and/or DVBE participation levels will not by itself be the basis for disqualification or determination of non-compliance with this policy. **However, failure to comply with the BIP Outreach documentation requirements as described in this section will render the RFO response non-responsive and will result in its rejection.** *Compliance with the BIP Outreach requirements is required even if the proposer has achieved the anticipated MBE, WBE, SBE, EBE, and DVBE participation levels.* Adequacy of a respondent's BIP Outreach will be determined by the Board after consideration of the indicators of BIP Outreach as set forth below.

Any technical difficulties while utilizing the BAVN should be reported immediately using the following steps:

1. Email BAVN Support at [ITA.BAVN@lacity.org](mailto:ITA.BAVN@lacity.org).
2. Email Bureau of Contract Administration, Subcontractor Outreach and Enforcement Section (SOE) at [bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org).
3. If you are not contacted within 15 minutes during normal City working hours (7:00 a.m. to 4:30 p.m. Monday-Friday), call (213) 847-2605 and ask for an SOE Analyst to assist you.

If the above procedures are not followed as stipulated, incomplete outreach and/or incomplete documentation may not be accepted.

*Each indicator (2-7) is evaluated on a pass/fail basis. All indicators (2-7) must be passed to be deemed responsive. Only BIP Outreach documentation submitted under the respondent's name will be evaluated. Therefore submission by a third party will result in the respondent being deemed non-responsive.*

1	<b>LEVEL OF ANTICIPATED MBE, WBE, SBE, EBE, and DVBE PARTICIPATION</b>
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The respondent has performed a BIP Outreach in an attempt to obtain potential subconsultant participation by MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs which could be expected by the Board to produce a reasonable level of participation by interested business enterprises, including the MBE, WBE, SBE, EBE, and DVBE anticipated percentages set forth on Page 1 herein and to have the respondent meet the subconsulting expectations for the project.

2	<b>ATTENDED PRE-SUBMITTAL MEETING</b>
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The respondent attended the pre-submittal meeting scheduled by the Project Manager to inform all respondents of the requirements for the project for which the contract will be awarded. This requirement may be waived if the respondent certifies it is informed as to those project requirements and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months.

**Required Documentation:** An employee of the respondent's company must attend the pre-submittal meeting scheduled for this project. Credit may not be given if the employee arrives late or fails to sign the pre-submittal meeting attendance roster. This requirement will be waived if the respondent both certifies in writing that it is informed as to the BIP Outreach requirements for the project and has participated in a City-sponsored or City-approved matchmaking event in the prior 12 months as is evidenced by the event attendance documents.

**Note:** If the RFQ states that the pre-submittal meeting is mandatory, then attendance at the pre-submittal meeting is the only way to pass this indicator.

3	<b>SUFFICIENT WORK IDENTIFIED FOR SUBCONSULTANTS</b>
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The respondent has identified the minimum number, as determined by the Department, of specific items of work that will be performed by subconsultants. This will ensure an opportunity for subconsultant participation among MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs.

**Required Documentation:** Outreach via e-mail in the selected potential work items. This outreach must be performed using the BAVN's BIP Outreach system. The outreach must be to potential MBE, WBE, SBE, EBE,

DVBE, and OBE subconsultants who are currently registered on the BAVN. Failure of the respondent to outreach in all of the potential work items selected by the City as potential subconsulting work items may result in the RFQ response being deemed non-responsive.

**Note:** City staff will access the BAVN and verify compliance with this indicator after the RFQ submission deadline.

4	<b>WRITTEN NOTICES TO SUBCONSULTANTS</b>
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All notifications must be provided utilizing BAVN, and made not less than **fifteen (15) calendar days** prior to the date the RFQ responses are required to be submitted. In all instances, respondents must document that invitations for subconsulting bids were sent to available MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs for each item of work to be performed.

**Required Documentation:** E-mail notification in each of the selected potential work items to potentially available MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs for each anticipated work item to be performed. The notification must be performed using the BAVN’s BIP Outreach system. The notification must be to potential subconsultants currently registered on the BAVN. If the respondent is aware of a potential subconsultant that is not currently registered on the BAVN, it is the respondent’s responsibility to encourage the potential subconsultant to become registered so that the respondent can include them as part of their outreach. Notifications must contain areas of work anticipated to be subconsulted, City of Los Angeles project name, name of the respondent, and contact person's name, address, and telephone number. Respondents are required to send notifications to a sufficient number of firms comprised of MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in each potential work item chosen, as determined by the City. What is considered sufficient will be determined by the total number of potential subconsultants in each specific work item.

The City will determine each work area by the North American Industry Classification System (NAICS) code. The following table shows the sufficient number of MBE, WBE, SBE, EBE, DVBE, and OBE subconsultants that need to be notified for each work area.

# of Subconsultants in NAICS Code	% Prime Must Notify	Number Prime Must Notify
1 – 10	100%	1-10
11 – 20	80%	9-16
21 – 50	60%	13-30
51 – 100	40%	21-40
101 – 200	25%	26-50
> 200	10%	20+

A respondent’s failure to utilize this notification function will result in their RFQ response being deemed non-responsive.

**Note:** Respondents will not be able to utilize the BAVN’s BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFQ response submittal deadline. In utilizing the BAVN’s notification function, respondents will receive a message if they have failed to outreach to a sufficient number of firms when they go to view their summary sheet. Respondents will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a respondent non-responsive if the wording is perceived to seriously limit potential subconsultant responses. City staff will access the BAVN and verify compliance with this indicator after the RFQ

submission deadline. Respondents are encouraged to print their BIP Outreach summary sheet prior to logging out as documented proof of their progress.

5	PLANS, SPECIFICATIONS AND REQUIREMENTS
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The respondent provided interested potential subconsultants with information about the availability of project scope, services requested, and other requirements for the anticipated subconsulting work.

**Required Documentation:** Include in Indicator 4, information detailing how, where and when the respondent will make the required information available to interested potential subconsultants. The notification must be performed using the BAVN's BIP Outreach system.

**Note:** For purposes of RFQs, making a copy of the RFQ available to potential subconsultants will meet this requirement. At the time a respondent utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Respondents will not be able to utilize the BAVN's Outreach notification function if there are less than fifteen (15) calendar days prior to the RFQ response submittal deadline. City staff will access the BAVN and verify compliance with this indicator after the RFQ submission deadline.

6	NEGOTIATED IN GOOD FAITH
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The respondent has responded to every unsolicited offer sent by a registered subconsultant using BAVN and has evaluated in good faith bids or proposals submitted by interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs. Respondents must not unjustifiably reject as unsatisfactory a bid or proposal offered by a registered subconsultant, as determined by the Board. The respondent must submit a list of all subconsultants for each item of work, including dollar amounts of bids or proposals received. This list must include an explanation of the evaluation that lead to the bid or proposal being rejected and the explanation must have been communicated to the subconsultant using BAVN.

**Required Documentation:**

- a) Schedule A List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants;
- b) An online Summary Sheet organized by work area, listing the following:
  - 1) the responses and/or bids received;
  - 2) the name of the subconsultant who submitted the bid/quote;
  - 3) a brief reason given for selection/non-selection as a subconsultant;
- c) Copies of all potential MBE/WBE/SBE/EBE/DVBE/OBE bids or quotes received must be submitted prior to award of a contract by the City;

The reasons for selection/non-selection should be included in the notes section of the online Summary Sheet. If the respondent elects to perform a listed work area with its own forces, they must include a bid/quote for comparison purposes and an explanation must be provided and included on the summary sheet. **All bids/quotes received, regardless of whether or not the respondent outreached to the subconsultant, must be submitted and included on the online Summary Sheet.** To that extent, the City expects the respondent to submit a bid from each subconsultant listed on the online Summary Sheet, including those listed on the respondent's Schedule A. **All potential subconsultants with whom the respondent has had contact outside of the BAVN must be documented on the online Summary Sheet.**

The Summary Sheet must be performed using the BAVN's BIP Outreach system and must be submitted by 4:30 p.m. on the first calendar day following the day of the RFQ response submittal deadline.

If a bid/quote is submitted by a firm that is not registered with the BAVN, the respondent is required to add that firm to their Summary Sheet. A respondent's failure to utilize the BAVN's Summary Sheet function will result in their RFQ response being deemed non-responsive.

**Note:** For the purposes of this RFQ only, letters of intent acknowledging a potential subconsultant's interest in being contacted for work and/or hourly rates for their type of work will be considered the "bids or quotes received." Staff will request copies of all of the bids/quotes received as part of the BIP Outreach evaluation process. Respondents must have a bid/quote from each potential subconsultant listed on their Schedule A prior to submission of the Schedule A. The submission of the Schedule A is outlined in G herein. Respondents are encouraged to submit all of their bids/quotes with their RFQ response submittal. Respondents will not be able to edit their Summary Sheet on the BAVN's BIP Outreach Summary Sheet function after 4:30 p.m. on the first calendar day following the day of the RFQ response submittal deadline. City staff will access the BAVN and verify compliance with the summary sheet provision of this indicator after the RFQ submission deadline. Respondents are required to have each of the subconsultants on their Schedule A registered on the BAVN prior to being awarded the contract.

7	<b>BOND, LINES OF CREDIT, AND INSURANCE ASSISTANCE</b>
---	--

Each notification by the respondent shall also include an offer of assistance to interested potential MBEs, WBEs, SBEs, EBEs, DVBEs, and OBEs in obtaining bonds, lines of credit, or insurance required by the Awarding Authority or proposer.

**Required Documentation:** Include in Indicator 4, information about the respondent's efforts to assist with bonds, lines of credit and insurance. The notification must be performed using the BAVN's BIP Outreach system.

**Note:** At the time a respondent utilizes the BAVN's BIP Outreach notification function, the required information will automatically be included in the notification. Respondents will not be able to utilize the BAVN's BIP Outreach notification function if there are less than fifteen (15) calendar days prior to the RFQ response submittal deadline. Respondents will be given an opportunity to include their own customized statements when utilizing the notification function. However, the City will take into consideration the wording and may deem a respondent non-responsive if the wording seriously limits potential subconsultant responses or is deemed contrary to the intent of this indicator. City staff will access the BAVN and verify compliance with this indicator after the RFQ submission deadline.

The respondent shall submit completed BIP Outreach documentation either via the BAVN's BIP Outreach system or prior to award, as specified for each indicator. The Board in its review of the BIP Outreach documentation may request additional information to validate and/or clarify that the BIP Outreach submission was adequate. Any additional information submitted after the response due date and time will be treated at a higher level of scrutiny and may require third party documentation in order to substantiate its authenticity. Such information shall be submitted promptly upon request by the Board.

**D. AWARD OF CONTRACT**

The Board reserves the right to reject any and all RFQ responses. The award of a contract will be to the responsive, responsible Respondent whose submittal complies with all requirements prescribed herein. This includes compliance with the required BIP Outreach. A positive and adequate demonstration to the satisfaction of the Board that a BIP Outreach to include potential MBE/WBE/SBE/EBE/DVBE/OBE subconsultants' participation was made is a condition for eligibility for award of the contract.



In the event that the Board considers awarding away from a respondent because of the respondent's failure to supply adequate BIP Outreach documentation, the Board shall afford the respondent an opportunity to present further evidence to the Board prior to a public hearing of the respondent's BIP Outreach evaluation.

**E. SUBCONSULTANT SUBSTITUTION**

In addition to the requirements set forth in the provisions pertaining to the listing of potential subconsultants, the following shall apply for the purpose of this Program:

1. Substitution During Contract Duration: The contract award requires that the level of all subconsultant participation shall be maintained throughout the duration of the contract. To this extent, any unapproved reduction in the listed subcontract amount will be considered an unauthorized substitution.
  - a. The Consultant shall request approval of the Board for all substitutions of bid-listed (Schedule B) subconsultants.
  - b. The request shall be in writing and submitted to the designated Project Manager for the Board. The request shall give the reason for the substitution, the name of the subconsultant and the name of the replacement.
2. MBE/WBE/SBE/EBE/DVBE/OBE Subconsultant Substitution: The Board requires that whenever the Consultant seeks to substitute a bid-listed (Schedule B) subconsultant, the Consultant must make a BIP Outreach to replace the subconsultant.
  - a. The Consultant shall contact some of each of the following: certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects from each trade (see Schedule A) for which sub-bid/subconsulting work is available and document the following for submittal:
    1. Name of company contacted; contact person and telephone number; date and time of contact.
    2. Response for each item of work which was solicited, including dollar amounts.
    3. Reason for selection or rejection of sub-bid prospect.
    4. In the event that the Consultant is unable to find some certified MBE, certified WBE, certified SBE, certified EBE, certified DVBE, and OBE sub-bid prospects, (first from their Schedule A, then from other outreach methods) for each trade, the Consultant should contact the Office of Contract Compliance by e-mail at [bca.biphelp@lacity.org](mailto:bca.biphelp@lacity.org) for assistance prior to certifying under penalty of perjury that it was unable to fully meet this requirement.
  - b. The Consultant shall submit all documentation to the Department's Project Manager who may refer it to the Office of Contract Compliance for review and approval.
3. In the event that a subcontract is reduced due to a project change that will not be specified in a change order, the Consultant shall request approval for reducing the subcontract by documenting the following for submittal:

- a. The name of the company for which the subcontract reduction is requested and the dollar amount of the reduction.
- b. The reason for the reduction. Specific details should be given in order for the Consultant's request to be processed promptly.
- c. The Consultant shall submit all documentation to the Department's Project Manager who may refer it to the Office of Contract Compliance for review and approval.

**F. SUB-AGREEMENT FALSIFICATION**

Falsification or misrepresentation of a sub-agreement as to company name, contract amount and/or actual work to be done by the sub-bidder/subconsultant will result in sanctions set forth in provisions pertaining to listing of subconsultants.

**G. SUBMITTAL DOCUMENTS**

1. List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants (Schedule A)

Respondents shall submit with their RFQ response the List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants, provided herein as Schedule A. The respondent shall list the name, address, telephone, contact person and a description of work or supplies to be provided by each of the firms which may be utilized to perform portions of work in a specific task. This list is considered the respondent's list of prequalified subconsultants which will be utilized when preparing a proposal for a specific project or task work order. For this reason, it is expected that the respondent will list multiple potential subconsultants for each specific area of work. Respondents are expected to only use the firms listed on the Schedule A when preparing a proposal for a specific project or task work order. In the event that the respondent has either a desire to update their Schedule A or a need to solicit subconsultants that are not on the Schedule A, the respondent will be expected to perform an outreach which, at a minimum, conforms to the requirements set forth under "E. Subconsultant Substitutions" of this document.

2. Task Work Order List of Subconsultants (Schedule B)

At the time a specific task work order is assigned to the consultant, the consultant must submit the Task Work Order List of Subconsultants (Schedule B). The Schedule B is required prior to commencement of work. The consultant is committing itself to utilizing the subconsultants listed on this schedule for the portions of work and subcontract amounts for which they are listed. It is expected that the subconsultants listed on the Schedule B will be from the pool of potential subconsultants listed on the Schedule A. If the consultant needs to list subconsultants that are not on their Schedule A, the consultant needs to refer to the directions included under "1. List of Potential MBE/WBE/SBE/EBE/DVBE/OBE Subconsultants (Schedule A)" for additional details on the process for adding subconsultants to their Schedule A.

3. MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule C)

During the term of the contract, the consultant must submit a separate MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile (Schedule C) for each task work order when submitting an invoice to the City.

4. Final Subconsulting Report (Schedule D)

Upon completion of each task work order, a summary of these records shall be prepared on the "Final Report of Subconsulting and Purchases" form (Schedule D) and certified correct by the consultant or its authorized representative. The completed form shall be furnished to the Department within 15 working days after completion of the task work order.

**H. RESPONSIBILITY FOR IMPLEMENTATION AND MONITORING**

The Bureau which acts as the City's Project Manager for the resulting contract will be the responsible entity for proper implementation and monitoring of the policy.

**I. AWARD OF CONTRACT**

Nothing herein restricts the discretion of the Board of Public Works to reject all proposals in accordance with Charter Section 371.

**Schedule A**  
**LIST OF POTENTIAL MBE/WBE/SBE/EBE/DVBE/OBE SUBCONSULTANTS**  
(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY,  
SIGN ALL SHEETS)

No.	Company Name Address Telephone/Contact Person	License No.	MBE/WBE/ SBE/EBE/ DVBE/OBE	Description of work to be performed.

NOTE: I hereby declare that I will be utilizing this list to solicit proposals from these subconsultants before responding to a specific project/individual Task Work Order under the Request for Qualifications for Pre- Qualified On-Call Architectural and Related Professional Services Consultants List.

\_\_\_\_\_  
Signature of Person Completing this Form

\_\_\_\_\_  
Printed Name of Person Completing this Form

\_\_\_\_\_  
Title                      Date

**MUST BE SUBMITTED WITH THE RFQ RESPONSE**

**SECTION H**

**MUNICIPAL LOBBYING ORDINANCE (MLO)**

The City's Municipal Lobbying Ordinance (Ord No. 169916) requires certain individuals and entities to register with the City Ethics Commission and requires public disclosure of certain lobbying activities, including money received and spent. Additionally, for all construction contracts, public leases, or licenses of any value and duration; goods or service contracts with a value greater than Twenty-Five Thousand Dollars (\$25,000.00) and a term of at least three (3) months, each Respondent must submit with its response a certification, on forms CEC Form 50, prescribed by the City Ethics Commission, that the Respondent acknowledges and agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance, if the Respondent qualifies as a lobbying entity. A copy of the ordinance can be found at:

[http://ethics.lacity.org/pdf/laws/law\\_mlo.pdf](http://ethics.lacity.org/pdf/laws/law_mlo.pdf)

**INSTRUCTIONS:**

All Respondents must complete the enclosed Bidder Certification Forms (CEC Form 50) and submit them with the Response.



City Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 Mail Stop 129  
 (213) 975-1980

# Bidder Certification CEC Form 50

*This form must be submitted to the awarding authority with your bid or proposal for the contract noted below. Please write legibly.*

Original filing     Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

Bid/Contract/BAVN Number:	Awarding Authority (Department):
---------------------------	----------------------------------

Name of Bidder:	Phone:
-----------------	--------

Address:

Email:

**CERTIFICATION**

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
  - 1. The performance of work or service to the City or the public;
  - 2. The provision of goods, equipment, materials, or supplies;
  - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h); or
  - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(l):
    - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
      - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
      - ii. Could be provided by City employees if the awarding authority had the resources; or
      - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
    - b. I am not eligible for exemption from the City's living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37.1(l)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
  - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
  - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
  - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information in this form is true and complete.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_



## Los Angeles Administrative Code § 10.40.1

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

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

## Los Angeles Administrative Code § 10.37.1

- (l) "Public lease or license".

- (a) Except as provided in (l)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
  - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
  - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
  - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
  - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
  - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
  - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
  - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
  - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
  - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

**SECTION I**

**LOS ANGELES RESIDENCE INFORMATION**

The City Council, on January 7, 1992, adopted a motion that requires bidders to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles. All Respondents must complete the Los Angeles Residence Information form in order to be considered for a contract award.

**INSTRUCTIONS:**

1. Complete and sign the Los Angeles Residence Information Form.
2. Submit with the Response.

**LOS ANGELES RESIDENCE INFORMATION**

The City Council in consideration of the importance of preserving and enhancing the economic base and well-being of the City encourages businesses to locate or remain within the City of Los Angeles. This is important because of the jobs businesses generate and for the business taxes they remit. The City Council, on January 7, 1992, adopted a motion that requires bidders to state their headquarter address as well as the percentage of their workforce residing in the City of Los Angeles.

Organization: \_\_\_\_\_

I. Corporate or Main Office Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

II. Total Number of Employees in the Organization:

III. Percentage of the Bidder's Total Workforce Employed within the City of Los Angeles:

\_\_\_\_\_ ; Percentage Residing in the City: \_\_\_\_\_

IV. Address of any Branch Offices Located within the City of Los Angeles and Total Number Employed in each Los Angeles Branch:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

V. Percentage of the Workforce in each Los Angeles Branch Offices that is Employed within

The City: \_\_\_\_\_ ; Percentage Residing in the City: \_\_\_\_\_

**SECTION J**

**REPORTING REQUIREMENTS AFTER AWARD OF CONTRACT ▲**

Respondent is responsible for submitting a Monthly Ethnic Composition of Work Force (ECWF) report by the 10<sup>th</sup> of each month for the preceding month. Subcontractors with a contract valued at greater than Five Thousand Dollars (\$5,000.00) must also submit the ECWF as well. The Respondent will be responsible to submit a list of subcontractors working on every project, note which subcontractors have subcontracts in excess of Five Thousand Dollars (\$5,000.00), and ensure such subcontractors submit an Affirmative Action Plan prior to commencing work.

**INSTRUCTIONS:**

1. Complete and sign the document.
2. Submit with the Response.

**REPORTING REQUIREMENTS AFTER AWARD OF A CONTRACT**

The contractor is required to provide a Monthly Ethnic Composition of Work Force (ECWF) Report due by the tenth (10<sup>th</sup>) of each month for the preceding month. Contractors should submit the original to the Department of Recreation and Parks, Planning, Construction and Maintenance Branch, authorized City representative at the job site. This report must also be submitted by all subcontractors whose contracts exceed Five Thousand Dollars (\$5,000.00).

The contractor awarded this project will be required to submit a list of all subcontractors on the project prior to commencing work and indicate by an asterisk (\*) those whose sub-contracts exceed Five Thousand Dollars (\$5,000.00).

The contractor is reminded that pursuant to the City's Affirmative Action Ordinance, subcontractors whose contracts exceed Five Thousand Dollars (\$5,000.00) must submit an Affirmative Action Plan prior to commencing work.

The contractor awarded the contract is responsible for the preparation and submission of all reports. Failure to submit the required reports may delay the contractor's payment requests.

Contractor/Bidder/Respondent has read the "REPORTING REQUIREMENTS AFTER AWARD OF A CONTRACT" above and made it a part of the Response documents for this contract.

---

Contractor or Name of Company

---

By: (Signature)

---

Date

**SECTION K**

**COMPLIANCE WITH LOS ANGELES CITY  
CHARTER SECTION 470(c)(12) (MEASURE H)**

Charter Section 470(c)(12) and related ordinances state that respondents may not make campaign contributions to and/or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit a response until either the contract is approved or, for awarded responders, twelve (12) months after the contract is signed. The respondent's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising. By submitting the Bidder Contributions form (CEC Form 55), as prescribed by the City Ethics Commission, the respondent acknowledges and agrees to comply with the requirements of Charter Section 470(c)(12) and related ordinances. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission as (213) 978-1960 or [ethics.lacity.org](http://ethics.lacity.org).

**INSTRUCTIONS:**

All respondents must complete the Bidder Contributions form (CEC Form 55) and submit it with the Response. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Responders who fail to comply with City law may be subject to penalties, termination of contract, and debarment.







**Ethics Commission**  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 (213) 978-1960  
 ethics.lacity.org

# Prohibited Contributors (Bidders)

## Form 55

*This form must be completed in its entirety and submitted with your bid or proposal to the City department that is awarding the contract. Failure to submit a completed form may affect your bid or proposal. If you have questions about this form, please contact the Ethics Commission.*

Original filing  Amended filing (original signed on \_\_\_\_\_; last amendment signed on \_\_\_\_\_)

Reference Number (bid or contract number, if applicable):

Date Bid Submitted:

Description of Contract (title of RFP and services to be provided):

City Department Awarding the Contract:

### BIDDER INFORMATION

Name: \_\_\_\_\_

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

### SCHEDULE SUMMARY

Please complete all three of the following:

**1. SCHEDULE A — Bidder's Principals (check one)**

- The bidder is the individual listed above and has no other principals (Schedule A is not required).
- The bidder is the individual listed above or an entity and has other principals, who are listed on the attached Schedule A pages.

**2. SCHEDULE B — Subcontractors and Their Principals (check one)**

- The bidder has no subcontractors on this bid or proposal whose subcontracts are worth \$100,000 or more (Schedule B is not required).
- The bidder has one or more subcontractors on this bid or proposal with subcontracts worth \$100,000 or more, and those subcontractors and their principals are listed on the attached Schedule B pages.

**3. TOTAL NUMBER OF PAGES SUBMITTED (including this cover page):** \_\_\_\_\_

### BIDDER'S CERTIFICATION

*I certify that I understand, will comply with, and have notified my principals and subcontractors of the requirements and restrictions in Los Angeles City Charter section 470(c)(12) and any related ordinances. I certify under penalty of perjury under the laws of the City of Los Angeles and the state of California that the information provided on this form and the attached pages is true and complete to the best of my knowledge and belief.*

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

Name: \_\_\_\_\_

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



Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 (213) 978-1960  
 ethics.lacity.org

# Prohibited Contributors (Bidders) Form 55

## SCHEDULE A — BIDDER'S PRINCIPALS

Please identify the names and titles of all of the bidder's principals (attach additional sheets if necessary). Principals include a bidder's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the bidder of at least 20 percent and employees of the bidder who are authorized by the bid or proposal to represent the bidder before the City.

Check this box if additional Schedule A pages are attached.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Ethics Commission  
 200 N Spring Street  
 City Hall — 24th Floor  
 Los Angeles, CA 90012  
 (213) 978-1960  
 ethics.lacity.org

# Prohibited Contributors (Bidders) Form 55

## SCHEDULE B — SUBCONTRACTORS AND THEIR PRINCIPALS

Please identify all subcontractors whose subcontracts are worth \$100,000 or more. Separate Schedule B pages are required for each subcontractor who meets that threshold.

Subcontractor: \_\_\_\_\_

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

Check one of the following:

- The subcontractor listed above is an individual and has no other principals.
- The subcontractor listed above is an individual or an entity and has principals, and their names and titles are identified below (attach additional sheets if necessary). Principals include a subcontractor's board chair, president, chief executive officer, chief operating officer, and individuals who serve in the functional equivalent of one or more of those positions. Principals also include individuals who hold an ownership interest in the subcontractor of at least 20 percent and employees of the subcontractor who are authorized by the bid or proposal to represent the subcontractor before the City.

Check this box if additional Schedule B pages are attached.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION L

### NONDISCRIMINATION – EQUAL EMPLOYMENT PRACTICES CERTIFICATION

Respondents are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

Construction projects with the City of Los Angeles for which the consideration is One Thousand Dollars (\$1,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All Respondents shall complete and upload, the Non-Discrimination/Equal Employment Practices Affidavit (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract valued at One Thousand Dollars (\$1,000.00) or more.

Construction projects with the City of Los Angeles for which the consideration is Five Thousand Dollars (\$5,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4 and 10.8.13, herewith referred to as the Affirmative Action Program. All Bidders/Proposers/Respondents shall complete and upload, the City of Los Angeles Affirmative Action Plan Affidavit (four (4) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City construction contract valued at Five Thousand Dollars (\$5,000.00). Respondents are required to complete item #6 on page four (4) of the City of Los Angeles Affirmative Action Plan Affidavit.

Additionally, Respondents must complete and submit to the awarding department, the Anticipated Employment Utilization Report for each contract awarded prior to issuance of a "Notice to Proceed" to effectuate the requirements of the Los Angeles Administrative Code Section 10.8.13, applicable to construction contracts. Furthermore, the same requirements apply to all subcontractors who must also submit the Anticipated Employment Utilization Report prior to commencing work on the contract.

Respondents shall refer to City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) "Nondiscrimination, Equal Employment Practices and Affirmative Action Program" to complete the Anticipated Employment Utilization Report or visit the Bureau of Contract Administration's web page at <http://bca.lacity.org> to download the form.

Both the Non-Discrimination/Equal Employment Practices Affidavit and the City of Los Angeles Affirmative Action Plan Affidavit shall be effective for a period of twelve (12) months from the date it is first uploaded onto the City's BAVN.

#### **INSTRUCTIONS:**

1. Complete and sign the document.
2. Submit with the Response.

# CITY OF LOS ANGELES

## NONDISCRIMINATION • EQUAL EMPLOYMENT PRACTICES CONSTRUCTION & NON-CONSTRUCTION CONTRACTOR

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Article 1, Section 10.8 stipulates that the City of Los Angeles, in letting and awarding contracts for the provision to it or on its behalf of goods or services of any kind or nature, intends to deal only with those contractors that comply with the non-discrimination and Affirmative Action provisions of the laws of the United States of America, the State of California and the City of Los Angeles. The City and each of its awarding authorities shall therefore require that any person, firm, corporation, partnership or combination thereof, that contracts with the City for services, materials or supplies, shall not discriminate in any of its hiring or employment practices, shall comply with all provisions pertaining to nondiscrimination in hiring and employment, and shall require Affirmative Action Programs in contracts in accordance with the provisions of the LAAC. The awarding authority and/or Office of Contract Compliance of the Department of Public Works shall monitor and inspect the activities of each such contractor to determine that they are in compliance with the provisions of this chapter.

### **I. Los Angeles Administrative Code Section 10.8.2 All Contracts: Non-discrimination Clause**

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

### **II. Los Angeles Administrative Code Section 10.8.3. Equal Employment Practices Provisions**

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

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



- D. The contractor shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of City contracts. On their or either of their request the contractor shall provide evidence that he or she has or will comply therewith.
- E. The failure of any contractor to comply with the Equal Employment Practices provisions of this contract may be deemed to be a material breach of City contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the contractor.
- F. Upon a finding duly made that the contractor has failed to comply with the Equal Employment Practices provisions of a City contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the said contractor is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, such contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until the contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the Office of Contract Compliance, and provide necessary forms and required language to the awarding authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this contract, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an awarding authority of the City to accomplish the contract compliance program.
- I. Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the City, or when an individual bid or proposal is submitted, the contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Contracts.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
  - 1. Hiring practices;
  - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  - 3. Training and promotional opportunities; and
  - 4. Reasonable accommodations for persons with disabilities.
- L. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the City and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the City.

**Equal Employment Practices Provisions Certification – The Contractor by its signature affixed hereto declares under penalty of perjury that:**

1. The Contractor has read the Nondiscrimination Clause in Section I above and certifies that it will adhere to the practices in the performance of all contracts.
2. The Contractor has read the Equal Employment Practices Provisions as contained in Section II above and certifies that it will adhere to the practices in the performance of any construction contract or non-construction contract of One Thousand Dollars (\$1,000.00) or more.

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COMPANY NAME

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AUTHORIZED SIGNATURE

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ADDRESS

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NAME AND TITLE (TYPE OR PRINT)

---

CITY, COUNTY, STATE, ZIP

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TELEPHONE/E-MAIL

**SECTION M**  
**CHILD CARE POLICIES**

Any Responders who have an employee need of child care and who have adopted a stated policy on child care shall receive preference in contracting with the City of Los Angeles. In order to determine which firms qualify for contract preference, all Respondents must complete and return with their response the Vendor Child Care Policy Program – Child Care Declaration Statement. Failure to return the signed and completed declaration **(must be signed in two (2) places)** may result in your response being deemed non-responsive.

**INSTRUCTIONS:**

1. Complete and sign the document in two (2) places.
2. Submit with the Response

## CHILD CARE POLICIES

This Contract is subject to the policy of the City of Los Angeles regarding City Child Care Policies and Vendor System as adopted by City Council. CONTRACTOR is required to complete the Child Care Declaration statement which is attached hereto as Form D and Form E.

- I. City Child Care Policy and Vendor System – On February 24, 1987, the City Council adopted the Child Care Policy for the City of Los Angeles. This policy acknowledges the importance of quality, affordable, accessible child care to the individual, family, work place and community. The City further recognizes that existing child care services and facilities are not adequate to meet current demand, and that such demand is increasing. Failure to address this critical unmet need will have serious, detrimental effects on the physical, social and economic life of Los Angeles. Thus, the City Child Care Policy was adopted, committing the City to use its resources as educator, employer, model and facilitator to act as a catalyst in expanding the supply of quality, affordable child care in Los Angeles.

The City Child Care Policy includes an item specifically designed to address the development and implementation of child care policies and practices by vendors, as follows:

THE CITY OF LOS ANGELES SHALL ENCOURAGE  
ALL ITS VENDORS TO ADOPT A STATED POLICY ON  
CHILD CARE. TO THE EXTENT PERMITTED BY LAW,  
VENDORS WITH STATED CHILD CARE POLICIES  
SHALL RECEIVE PREFERENCE IN CONTRACTING  
WITH THE CITY OF LOS ANGELES.

It is the goal of the City to promote and facilitate the establishment and implementation of child care policies and practices which address the critical unmet local need for quality, affordable child care services.

A company may, after a review and due consideration, determine that child care is not an employee need or that a child benefit/service cannot feasibly be offered by the company. In this case, a written policy statement to this effect would also qualify a company for the vendor preference.

- II. Request Child Care Policy Information from Vendors – All vendor applicants should complete the “Child Care Declaration Statement” form, declaring whether the business has a stated child care policy and/or offers any form of child care assistance to employees. Those vendors indicating they have a stated child care policy for employees should file a copy of said policy along with the “Declaration Form”.
- III. Definition of a Stated Child Care Policy – A “Stated Child Care Policy” is a written statement of intent and/or attitude by an employer regarding the provision of child care assistance to employees.
- IV. Definitions of Child Care Assistance – The following definitions apply to the various forms of child care assistance listed on the “Child Care Declaration Statement.”
- A. **EMPLOYER SUBSIDIZED CHILD CARE CENTER(S)** –  
Group care for children (may range from twelve [12] to three hundred [300] children), in a licensed setting such as a preschool or other center, which may serve infants, toddlers, preschoolers or school-age children; the center receives funds,

goods and/or services from an employer which thus subsidizes part or all of the child care center operating costs, and employees of the subsidizing employer may enroll dependents in this center.

- B. **EMPLOYER SUBSIDIZED CHILD CARE HOME(S)**  
Care for up to fourteen (14) children in the home of a licensed caregiver; may include one (1) home or a network of two (2) or more family day care homes, which receive funds, goods and/or services from an employer who thus subsidizes part of all of the home operating costs; employees of the subsidizing employer may enroll dependents in this care home.
- C. **CHILD CARE REIMBURSEMENT IN ADDITION TO OTHER BENEFITS** Employer helps employees pay for child care expenses by reimbursing the employee or his/her care provider for all or part of the cost of child care; allows employee to select the child care provider, or employer may designate providers or conditions (e.g. only reimburse licensed providers); such reimbursement is provided to the employee in addition to the other employee benefits.
- D. **CHILD CARE REIMBURSEMENT IN A FLEXIBLE BENEFIT PACKAGE** System which allows employees to make individual choices among a range of benefits provided by the employer (e.g., health, dental, retirement, etc.) and child care is included as a benefit choice.
- E. **PAID PARENTAL LEAVE**  
Employees are given paid time off work due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.
- F. **PURCHASE OF SERVICES FOR EMPLOYEES IN A COMMUNITY CHILD CARE PROGRAMS** Company contributes funds, goods and/or services to a child care program in the community (center or family day care home), for the purpose of preferential consideration for use by employees.
- G. **SALARY SET-ASIDE/FLEXIBLE SPENDING ACCOUNT FUNDED WITH EMPLOYEE SALARY DOLLARS**  
Employer has set up a qualified Dependent Care Assistance Plan under IRS Section 125 and 129, which allows employees to designate an amount up to Five Thousand Dollars (\$5,000.00) per year to be set aside from their salaries to pay for dependent care; since such a salary set aside is not taxed, both employee and employer receive financial benefits.
- H. **CHILD CARE REFERRAL SERVICES**  
A service to employees which provides information, referrals and consultation regarding local child care services (e.g., locations, hours, rates).
- I. **PARENTING SEMINARS**  
Company offers workshops, educational presentations, and related activities to provide information and support in such areas as parenting skills, work-family relations, child development, and related topics; may be provided by in-house staff or by contracted services.

## COUNSELING OF A SELF-SUPPORTING CENTER

Company provides (through in-house or contracted services) group, family or individual counseling services to support employees in the resolution of work/family issues.

### J. START-UP OF A SELF-SUPPORTING CENTER

Company has provided funds, goods and/or services to directly assist in the land acquisition, design, construction, renovation, equipment, furnishing or other costs associated with starting a child care program; this was one-time-only assistance for start-up, with the center now operating on a self-supporting basis.

### K. START-UP CONTRIBUTIONS TO A CONSORTIUM CENTER

Company has provided funds, goods and/or services to a child care center, working in cooperation to develop and support a child care service available to employees of contributing companies.

### L. FLEXIBLE WORK HOURS

Employees are allowed to make choices about work schedules, with such possible options as 5-day/40-hour vs. 4-day/40-hour work weeks or flexible hours scheduled within a day; may include establishment of "core" working hours during which an employee must be present at the work site.

### M. FLEXIPLACE/WORK-AT-HOME

Company offers employees the option to work in their homes; may be available part- or full-time.

### N. PERMANENT PART-TIME/JOB SHARING

Company offers job opportunities in which employees may work less than full-time while retaining permanent employment status, and/or two employees may share a single full-time position with salary and benefits prorated between the two employees.

### O. WORK-AT-HOME FOLLOWING MATERNITY LEAVE

Employees are offered the option to perform their jobs at home for a period following leave for childbirth or adoption.

### P. UNPAID PARENTAL LEAVE

Employees are allowed unpaid time off due to childbirth or adoption, with a guaranteed return to the same or a comparable job and seniority status.

### Q. DONATION TO ENHANCE AN EXISTING CHILD CARE PROGRAM

Company has contributed funds, goods and/or services to a child care program, for the purpose of improving the quality, affordability, or accessibility of said program.

All Requests for Proposals, Requests for Qualifications, Invitations for Bids, advertisements for bids, and other similar documents must give notice of these provisions to those who bid on or submit proposals for prospective contracts with the City. **All bidders and proposers are required to complete the attached Certification of Compliance with Child Support Obligations. Failure to return the completed certification as part of the bid or proposal will result in the bid or proposal being deemed unresponsive and being rejected.**



# CITY OF LOS ANGELES

## VENDOR CHILD CARE POLICY PROGRAM

### CHILD CARE DECLARATION STATEMENT

The business concern listed below declares the following status on the "Child Care Policy of the City of Los Angeles, XI. Vendors" as defined in the attached supplementary instructions to bidders. It is incumbent upon the concern to notify the City of any changes applicable to this declaration.

Business Name	Telephone No.
Business Address	
Signature	Title

Note: A "stated child care policy" may include services and/or benefits for employees and their families, including infants through school-age child care centers or family day care homes, before and after school programs, day camps, and services for ill children with special needs, family leave, and more. Please refer to the attached instructions for definitions. Please check ALL items on the form that apply to your business concern.

**Part One** YES    NO  
**DOES YOUR BUSINESS HAVE A STATED CHILD CARE POLICY?**       
 If YES, please attach a copy

**Part Two**       
**DOES YOUR BUSINESS PROVIDE CHILD CARE ASSISTANCE?**  
 If YES, please check which from(s) of assistance

Level I Assistance		<input type="checkbox"/>	<input type="checkbox"/>
Subsidized company child care center		<input type="checkbox"/>	<input type="checkbox"/>
Subsidized Network of child care homes		<input type="checkbox"/>	<input type="checkbox"/>
Child care reimbursement in addition to other benefits		<input type="checkbox"/>	<input type="checkbox"/>
Child care reimbursement in a flexible benefit package		<input type="checkbox"/>	<input type="checkbox"/>
Paid parental leave		<input type="checkbox"/>	<input type="checkbox"/>
Purchase of spaces for employees in community child care program(s) (centers or homes)		<input type="checkbox"/>	<input type="checkbox"/>
Level II Assistance		<input type="checkbox"/>	<input type="checkbox"/>
Salary set aside/flexible spending account funded with employee salary dollars/Section 125		<input type="checkbox"/>	<input type="checkbox"/>
Child care referral services		<input type="checkbox"/>	<input type="checkbox"/>
Parenting seminars		<input type="checkbox"/>	<input type="checkbox"/>
Counseling on work/family issues		<input type="checkbox"/>	<input type="checkbox"/>
Start-up of a self-supporting center		<input type="checkbox"/>	<input type="checkbox"/>
Start-up contributions to a "consortium center"		<input type="checkbox"/>	<input type="checkbox"/>
Level III Assistance		<input type="checkbox"/>	<input type="checkbox"/>
Flexible work hours		<input type="checkbox"/>	<input type="checkbox"/>
Flex-place/work-at-home		<input type="checkbox"/>	<input type="checkbox"/>
Permanent part-time/job sharing		<input type="checkbox"/>	<input type="checkbox"/>
Work-at-home following maternity leave		<input type="checkbox"/>	<input type="checkbox"/>
Unpaid parental leave		<input type="checkbox"/>	<input type="checkbox"/>
Donations to enhance child care programs		<input type="checkbox"/>	<input type="checkbox"/>
Other: (Describe) _____			

**I HAVE READ AND COMPLETED:**

(Signed) \_\_\_\_\_ (Date) \_\_\_\_\_  
 For additional information on child care options and benefits for employees, please contact the City Child Care Coordinator's Office, 333 South Spring Street, Los Angeles, CA 90013.

Do not write in this space

Date Filed:	Expiration Date:
50-184 (11/89)	

**SECTION N**

**IRAN CONTRACTING ACT OF 2010**

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at One Million Dollars (\$1,000,000.00) or more are required to complete, sign, and submit the “Iran Contracting Act of 2010 Compliance Affidavit”.

**INSTRUCTIONS:**

1. Complete and sign the document (either certifying compliance, or requesting exemption).
2. Submit with the Response.

# IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering in to or renewing contracts with public entities for goods and services of One Million Dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who “engages in investment activities in Iran” is defined as either:

1. A bidder providing goods or services of Twenty Million Dollars (\$20,000,000.00) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to constructor maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50U.S.C. § 1701) that extends Twenty Million Dollars (\$20,000,000.00) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

**California law establishes penalties for providing false certifications, including civil penalties equal to the greater of Two Hundred Fifty Thousand Dollars (\$250,000.00) or twice the amount of the contract for which the false certification was made; contract termination; and three- (3) year ineligibility to bid on contracts (PCC § 2205).**

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing **ONE (1)** of the options shown below.

## OPTION #1: CERTIFICATION

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending Twenty Million Dollars (\$20,000,000.00) or more in credit to another person or vendor, for forty-five (45) days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

<i>Vendor Name/Financial Institution (printed)</i>		<i>BTRC(orn/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Approval(Signature)</i>	<i>(Print Name)</i>

## OPTION #2: EXEMPTION

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution(printed)</i>		<i>BTRC(orn/a)</i>
<i>By (Authorized Signature)</i>		
<i>Print Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>City Appr oval (Signature)</i>	<i>(Print Name)</i>

**SECTION O**

**AMERICANS WITH DISABILITIES ACT (ADA) CERTIFICATION**

All Respondents receiving an award under this RFQ must fill out the Certification Regarding Compliance with the Americans with Disabilities Act (ADA) and submit it to the City of Los Angeles Department of Recreation and Parks (RAP) Board of Commissioners (Board).

**INSTRUCTIONS:**

Complete and submit the ADA Certification form to the Board within the time frame specified in the RFQ after receiving a Notice of Award. This form is not required with the Response and need not be attached to the Response.

**CERTIFICATION REGARDING COMPLIANCE WITH THE  
AMERICANS WITH DISABILITIES ACT**

The undersigned certifies, that to the best of his/her knowledge and belief, that:

1. The Contractor/Borrower/Agency (hereafter Contractor) is in compliance with and will continue to comply with the Americans with Disabilities Act 42 U.S.C. 12101 et. seq. and its implementing regulations.
2. The Contractor will provide for reasonable accommodations to allow qualified individuals with disabilities to have access and participate in its programs, services and activities in accordance with the provisions of the Americans With Disabilities Act.
3. The Contractor will not discriminate against persons with disabilities nor against persons due to their relationship or association with a person with a disability.
4. The Contractor will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
5. This Certification is a material representation of fact upon which the City relied when entering into this agreement.

AGREEMENT NUMBER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_  
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS

## SECTION II

**Compliance Documents to be submitted by Selected Proposer**



**SECTION P**

**BUSINESS TAX REGISTRATION CERTIFICATE**

All Respondents receiving an award under this RFQ must obtain a Business Tax Registration Certificate Number (BTRC) from the City of Los Angeles Department of Finance - Tax/Permit Division, unless exempt. Registration is renewable annually.

**INSTRUCTIONS:**

Complete the BTRC Number or Business Tax Exemption Number form, and submit it to the Board within the time frame specified in the RFQ after receiving a Notice of Award. If an application is pending and no number has been received yet, a copy of the application must be attached. If the Respondent has an exemption, enter the exemption number and provide an explanation. This form is not required with the Response and need not be attached to the Response.

**BUSINESS TAX REGISTRATION CERTIFICATE NUMBER  
OR BUSINESS TAX EXEMPTION NUMBER FORM**

All persons who do business with or within the City Of Los Angeles, must first file with the Department of Finance (Tax/Permit Division), and obtain from that office a Business Tax Registration Certificate account number (BBTRC) or Vendor Registration Number (VRN). Registration is renewable annually. For further information, contact the Tax and Permit

Division located at 200 N. Spring St., Rm101, Los Angeles, CA 90012 (213) 473-5901

(Authority: Article 1, Chapter 2, Section 21.00 et seq. – LAMC)

Company Name:

Enter your current Business Tax Registration or Vendor Registration Number:

**Old format:**

ACCOUNT NUMBER								FUND		CLASS			
						-							

**New Format:**

ACCOUNT NUMBER													FUND		CLASS				
													-						

State effective dates here: to

If you have an application pending in the Department of Finance, and have not yet received your number, a copy of your application must be submitted with your bid, proposal or agreement.

IF YOU HAVE RECEIVED AN EXEMPTION FORM THE Department of Finance, provide an explanation for the exemption and the exemption number.

Exemption Number:

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Explanation:

Los Angeles Administrative Code (LAAC), Division 10, Chapter 1, Section 10.8 establishes a Nondiscrimination / Affirmative Action Program requirement for all Contractors doing business with the City of Los Angeles.

Respondents are advised that any contract awarded pursuant to this process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non- Discrimination Clause.

Questions pertaining to this requirement should be directed to the Office of Contract Compliance at (213) 847-1922. Respondents seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org/>.

**INSTRUCTIONS:**

- a. Construction services to or for the City for which the consideration is One Thousand Dollars (\$1,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All Respondents shall complete and upload the Non-Discrimination/Equal Employment Practices Certification (two [2] pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) at the time it registers on the BAVN but no later than the time when an individual response is submitted. However, Respondents with certifications previously uploaded to BAVN and verified by the Office of Contract Compliance (OCC) do not need to re-submit.
- b. Construction services to or for the City for which the consideration is Five Thousand Dollars (\$5,000.00) or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. All Respondents shall complete and upload the City of Los Angeles Affirmative Action Plan (four [4] pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) at the time it registers on BAVN but no later than the time when an individual response is submitted.
- c. Respondents opting to submit their own Affirmative Action Plan may do so by uploading their Affirmative Action Plan on the City's BAVN. Respondents with current OCC approval for their Affirmative Action Plan do not need to re-submit unless the approval is thirty (30) days or less from expiration.

Furthermore, subject subcontractors shall be required to submit the Non-Discrimination/Equal Employment Practices Certification and Affirmative Action Plan to the successful Respondent prior to commencing work on the contract. The subcontractors' Non-Discrimination/Equal Employment Practices Certification(s) and Affirmative Action Plan(s) shall be retained by the successful Respondent and shall be made available to the Office of Contract Compliance upon request.

The Equal Benefits Ordinance (EBO) requires that any contract awarded pursuant to this RFQ process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

Responders seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

**INSTRUCTIONS:**

The selected Respondent shall complete and upload the Equal Benefits Ordinance Affidavit (two [2] pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) at the time it registers on BAVN, but no later than the submittal due date designated by the Awarding Authority, and prior to award of a City contract valued at Five Thousand Dollars (\$5,000.00) or more. The Equal Benefits Ordinance Affidavit shall be effective for a period of twelve (12) months from the date it is first uploaded onto the City's BAVN. Responders do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

In addition to the insurance requirements set forth in the RFQ, all insurance documents must be submitted and approved no later than five (5) days after the award of each as-needed project.

Refer to Form Gen 133 for more information about the City insurance requirements

**INSTRUCTIONS:**

Respondents shall comply with the City insurance requirements in Form Gen 133 (see separate exhibit attached to RFQ) and have all insurance documents submitted and approved no later than five (5) days after award of each as-needed project. The Respondent must also comply with any additional insurance requirements that may be set forth in the RFQ.

**SECTION T**

**CITY-APPROVED PERFORMANCE BOND**

A Performance Bond may be required once an as-needed project is awarded to Contractor. If it is determined that a performance bond is required, the awarded Contractor(s) will be required to maintain a minimum Performance Bond in an amount equal to or greater than the awarded bid dollar amount unless otherwise stated by the Contract Administrator. If a Performance Bond is required, it is requested that acceptable bond documents be submitted within ten (10) working days after notice of award of any as-needed contract. Bonds must be obtained from an insurance company with a Certificate of Authority from the California Insurance Commissioner authorizing the company to write surety insurance within the State of California.

**INSTRUCTIONS:**

If a performance bond is requested upon the notice of award of the contract, the Respondent shall have ten (10) days to submit proof of the performance bond. Refer to the RFQ language for instructions on how to submit proof of the performance bond.



**SECTION U**

**FORM W-9**

**REQUEST FOR TAXPAYER IDENTIFICATION  
NUMBER (TIN) AND CERTIFICATION**

The Department requires Form W-9, "Request for Taxpayer Identification Number (TIN) and Certification," from all entities doing business with the Department in order for the Department to conduct financial transactions with said entities, such as returning proposal deposits or processing payments.

**INSTRUCTIONS:**

All Respondents must submit Form W-9 upon notification of contract award. The name listed on Form W-9 must match the respondents' legal business name as listed on the Responder's Signature Declaration and Affidavit. The most recent Form W-9, along with instructions for completing the form can be found at <http://www.irs.gov/Forms-&-Pubs>.

**SECTION V**

**LIVING WAGE ORDINANCE AND  
SERVICE CONTRACT WORKER RETENTION ORDINANCE  
ADDITIONAL FORMS**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure in excess of Twenty-Five Thousand Dollars (\$25,000.00) and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of the Los Angeles Administrative Code Section 10.37 et seq., Living Wage Ordinance and 10.36 et seq. Service Contractor Worker Retention Ordinance. Additional information may be found at the following websites:

[http://bca.lacity.org/index.cfm?nxt=lco&nxt\\_body=content\\_lwo.cfm](http://bca.lacity.org/index.cfm?nxt=lco&nxt_body=content_lwo.cfm)

[http://bca.lacity.org/index.cfm?nxt=soo&nxt\\_body=content\\_scwro.cfm](http://bca.lacity.org/index.cfm?nxt=soo&nxt_body=content_scwro.cfm)

**INSTRUCTIONS:**

If Respondent is not exempt from the Living Wage Ordinance, then upon Notice of Award, the Living Wage Ordinance Additional Forms must be completed and submitted as per the instructions on each form. For forms requiring submission to the Awarding Department, the forms are to be submitted to the Los Angeles Department of Recreation and Parks Board of Commissioners. These forms are not required with the Response and need not be attached to the Response.

Failure to submit forms on time will result in the contract being noncompliant, and no payments will be made until the forms are completed and submitted.

**LWO/SCWRO – SUBCONTRACTOR DECLARATION OF COMPLIANCE FORM**  
**REQUIRED DOCUMENTATION FOR ALL SUBCONTRACTS SUBJECT TO LWO**

RFQ EXHIBIT C

**This form must be signed within 90 DAYS of the execution of the subcontract and RETAINED by the PRIME CONTRACTOR.**

**TO BE FILLED OUT BY THE PRIME CONTRACTOR:**

1. Company Name: \_\_\_\_\_ Company Phone Number: \_\_\_\_\_  
 2. Company Address: \_\_\_\_\_  
 3. Awarding Department: \_\_\_\_\_  
 4. Project Name: \_\_\_\_\_

**IF A SUBCONTRACTOR FAILS TO COMPLETE AND SUBMIT THIS FORM TO PRIME CONTRACTOR ON THE CITY CONTRACT, THE PRIME CONTRACTOR MAY BE DEEMED TO BE IN VIOLATION OF THE LWO AND SCWRO FOR FAILING TO ENSURE ITS SUBCONTRACTOR'S COMPLIANCE WITH THE ORDINANCES. THIS MAY RESULT IN WITHHOLDING OF PAYMENTS DUE THE PRIME CONTRACTOR, OR TERMINATION OF THE PRIME CONTRACTOR'S AGREEMENT WITH THE CITY.**

**THE PRIME CONTRACTOR MUST INFORM THEIR SUBCONTRACTORS OF THE FOLLOWING: THE LIVING**

**WAGE ORDINANCE (LWO) REQUIRES:**

That a subcontractor (including a sublessee, a sublicensee, or a service contractor to a City financial assistance recipient) that works on or under the authority of an agreement subject to the Service Contractor Worker Retention Ordinance (SCWRO) and Living Wage Ordinance (LWO) **must comply with all applicable provisions of the Ordinances unless specifically approved for an exemption.**

**THE SERVICE CONTRACT WORKER RETENTION ORDINANCE (SCWRO) REQUIRES:**

In case of a successor service contract, a successor prime contractor and its subcontractors shall retain for a 90-day transition employment period, certain employees who have been employed by the terminated prime contractor and its subcontractor, if any, for the preceding 12 months or longer. Refer to the SCWRO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website - <http://bca.lacity.org>, for details regarding the wage and benefit requirements of the Ordinance.

**THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:**

- As of July 1, 2008 a wage of at least **\$10.00 per hour with health benefits** of \$1.25 per hour, or **\$11.25 per hour without health benefits** (to be adjusted annually) (Regulation #4);
- At least **12 compensated days off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4);
- At least **10 additional days off per year of uncompensated time off** for sick leave (pro-rated for part-time employees) (Regulation #4); and
- Making **less than \$12.00 per hour** information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

**THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:**

- To permit access to work sites for authorized City representatives to review the operation, payroll and related documents, and to provide certified copies of the relevant records upon request by the City.
- **Not to retaliate** against any employee claiming non-compliance with the provisions of these Ordinances and to **comply with federal law** prohibiting retaliation for union organizing (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website - <http://bca.lacity.org>, for details regarding the wage and benefit requirements of the Ordinance.

**TO BE FILLED OUT BY THE SUBCONTRACTOR:**

1. Company Name: \_\_\_\_\_ Company Phone Number: \_\_\_\_\_  
 2. Company Address: \_\_\_\_\_  
 3. Type of Service Provided by Subcontractor to Prime: \_\_\_\_\_  
 4. Amount of Subcontract: \_\_\_\_\_ Subcontract Start Date: \_\_\_/\_\_\_/\_\_\_ End Date: \_\_\_/\_\_\_/\_\_\_

By signing this Declaration of Compliance, the subcontractor certifies that it will comply with all applicable provisions of the SCWRO, LWO, and their implementing Rules and Regulations, including any amendments or revisions to the Ordinances and Regulations.

_____		_____
Print Name of Person Completing This Form		Signature of Person Completing This Form
_____	_____	_____
Title	Phone #	Date

## LWO – EMPLOYEE INFORMATION FORM

REQUIRED DOCUMENTATION FOR ALL CONTRACTS SUBJECT TO LWO

**This form must be submitted to the AWARDDING DEPARTMENT within 30 DAYS of contract execution. **INCOMPLETE SUBMISSIONS WILL BE RETURNED.****

**THE LIVING WAGE ORDINANCE (LWO) REQUIRES THAT SUBJECT EMPLOYERS PROVIDE TO EMPLOYEES:**

- As of July 1, 2008 a wage of at least **\$10.00 per hour with health benefits** of \$1.25 per hour, or **\$11.25 per hour without health benefits** (to be adjusted annually) (Regulation #4);
- At least **12 compensated days off per year** for sick leave, vacation or personal necessity at the employee's request (pro-rated for part-time employees) (Regulation #4); and
- At least **10 additional days off per year of uncompensated time off** for personal or immediate illness only (pro-rated for part-time employees) (Regulation #4). Refer to the LWO Rules and Regulations, available from the Department of Public Works, Bureau of Contract Administration, Office of Contract Compliance (OCC) website, for details regarding the wage and benefit requirements of the Ordinance.
- Making **less than \$12.00 per hour** information of their possible **right to the federal Earned Income Tax Credit (EITC)** and make available the forms required to secure advance EITC payments from the employer (Regulation #4).

**THE LIVING WAGE ORDINANCE (LWO) ALSO REQUIRES EMPLOYERS:**

- **Not to retaliate** against any employee claiming non-compliance with the provisions of these Ordinances and to **comply with federal law** prohibiting retaliation for union organizing (Regulation #4).

**TO BE FILLED OUT BY THE CONTRACTOR:**

1. Company Name:
2. **STATE** the number of employees working ON THIS CITY CONTRACT:
3. **ATTACH** a copy of your company's 1<sup>st</sup> PAYROLL under THIS CITY CONTRACT.
4. **INDICATE** (highlight, underline) on the payroll which employees are working ON THIS CITY CONTRACT.
5. Do you provide health benefits (such as medical, dental, vision, mental health, and disability insurance) to your employees?  Yes  No If YES:
  - 5a. **SUBMIT** a copy of the most recent health benefit premium statement(s) showing which employees receive health benefits.
  - 5b. **STATE** how much, if any, employees pay for co-premiums: \$
6. **SUBMIT** a copy of your company's current PAID time off policy for the employees working on the City contract.
7. **SUBMIT** a copy of your company's current UNPAID time off policy for the employees working on the City contract.

**FAILURE TO COMPLY WITH THESE REQUIREMENTS WILL RESULT IN WITHHOLDING OF PAYMENTS BY THE CITY CONTROLLER, OR A RECOMMENDATION TO THE AWARDDING AUTHORITY FOR CONTRACT TERMINATION. ALL INFORMATION SUBMITTED IS SUBJECT TO VERIFICATION, AND FALSE INFORMATION MAY RESULT IN CONTRACT TERMINATION.**

I understand that the employee information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.

Print Name of Person Completing This Form \_\_\_\_\_

Signature of Person Completing This Form \_\_\_\_\_

Title \_\_\_\_\_

Phone # \_\_\_\_\_

Date \_\_\_\_\_

**AWARDDING DEPARTMENT USE ONLY:**

**Dept:** \_\_\_\_\_ **Dept Contact:** \_\_\_\_\_ **Contact Phone:** \_\_\_\_\_ **Contract #:** \_\_\_\_\_



**SECTION II: SUBCONTRACTOR INFORMATION (continued)**

PART A	PART B					
	CHECK OFF ONLY ONE BOX (I-VI) FOR EACH SUBCONTRACTOR (IF APPLICABLE) THEN CONTINUE ONTO SECTION III:					
	I 501 (c)(3) <sup>1</sup>	II One- Person Contractor <sup>2</sup>	III CBA <sup>3</sup>	IV Occupational License <sup>4</sup>	V Small Business <sup>5</sup>	VI Gov. entity <sup>6</sup>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No  If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO</b> . Continue onto <b>Part B</b> . If you checked off NO for any questions 7 OR 8, this subcontract is <b>NOT SUBJECT TO THE LWO</b> . Continue to fill in <b>Part A</b> for additional subs below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1. Subcontractor Name: _____ 2. Contact Person: _____ Phone #: _____ 3. Address: _____ 4. Purpose of Subcontract: _____ 5. Amount of Subcontract: \$ _____ 6. Term: Start Date ____/____/____ End Date ____/____/____ 7. Does the subcontract exceed \$25,000? <input type="checkbox"/> Yes <input type="checkbox"/> No 8. Is the length of the subcontract over three (3) months? <input type="checkbox"/> Yes <input type="checkbox"/> No  If you checked off YES for Questions 7 AND 8, this subcontract <b>IS SUBJECT TO THE LWO</b> . Continue onto <b>Part B</b> . If you checked off NO for any questions 7 OR 8, this subcontract is <b>NOT SUBJECT TO THE LWO</b> .	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>SECTION III: SUBCONTRACTS SUBJECT TO THE LWO (AND MAY BE ELIGIBLE FOR EXEMPTIONS)</b>						
1) If you checked off any boxes in Part B, your Subcontractor(s) is subject to the LWO, but may qualify for an LWO exemption. Review the exemptions below, and have your subcontractor fill out the form in the corresponding right-hand column. <b>Continue to Section V</b> , and submit this form and all supporting documentation to the Awarding Department for approval.						
2) If you did NOT check any boxes in Part B or your subs DO NOT qualify for an exemption, <b>Continue to Section IV</b> .						
EXEMPTION			SUPPORTING DOCUMENTATION REQUIRED			
One-person contractors, lessee, licensee 501(c)(3) non-profit organization			LW 13 – Departmental Exemption Form <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>			
Occupational license required Collective bargaining agreement w/supersession language			LW 10 – OCC Exemption Form <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>			
Small Business			LW 26 – Small Business Exemption Form (English & Spanish) <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>			
Governmental Entity			NONE REQUIRED.			
<b>SECTION IV: SUBCONTRACTS SUBJECT TO THE LWO (AND NOT ELIGIBLE FOR EXEMPTIONS)</b>						
Please have EACH of your Subcontractors that ARE SUBJECT to the LWO fill out the three forms below. Submit LW-6 and LW-18 ONLY to the Awarding Department (and supporting documentation, where applicable) and RETAIN LW-5 in your office.						
1) Employee Information Form			LW 6 - <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>			
2) Subcontractor Information Form			LW 18 - <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>			
3) Subcontractor Declaration of Compliance Form (retain)			LW 5 - <a href="http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm">http://bca.lacity.org/index.cfm?nxt=ee&amp;nxt_body=div_occ_lwo_forms.cfm</a>			
<b>SECTION V: SIGNATURE</b>						
I understand that the Subcontractor Information provided herein is confidential and will be used by the City of Los Angeles, Office of Contract Compliance for the purpose of monitoring the Living Wage Ordinance.						
Print Name of Person Completing This Form _____			Signature of Person Completing This Form _____			
Title _____		Phone # _____		Date _____		
<b>AWARDING DEPARTMENT USE ONLY:</b>						
Dept: _____		Dept Contact: _____		Contact Phone: _____		Contract #: _____



**ENDNOTES FOR LWO SUBCONTRACTOR INFORMATION FORM**

<sup>1</sup> **Non-Profit 501(c)(3) Organizations:** A corporation claiming exemption under Section 10.37.1(g) of the LWO as a corporation organized under Section 501 (c)(3) of the United States Internal Revenue Code must provide the following additional documents in support of the application for exemption:

- (A) A copy of the most recent IRS letter indicating that the contractor has been recognized as a non-profit corporation organized under section 501 (c)(3) of the United States Internal Revenue Code.
- (B) An application for non-coverage or exemption, including the non-profit salary certification on the form referred to in Appendix A. The salary certification must list the salary of the corporation's chief executive officer (CEO), computed on an hourly basis, and the hourly wage rate of the lowest paid worker in the corporation. The salary of the CEO, when computed on an hourly basis, must be less than 8 times what the lowest paid worker is paid on an hourly basis. For purposes of this exemption, the "chief executive officer (CEO)" means the CEO of the 501(c)(3) corporation that entered into the agreement

<sup>2</sup> **One-Person Contractor:** A contractor may apply for exemption under Section 10.37.1(f) of the LWO if that contractor has no employees. The one-person contractor shall submit an application for non-coverage or exemption to the awarding authority on the form referred to in Appendix A with the appropriate one-person contractor certification. If, subsequent to the approval of the exemption application, the contractor hires any employees, the exemption is no longer valid. Any employee the contractor hires becomes covered by the LWO to the extent that the employee performs work on the City agreement. In such cases, the contractor shall notify the awarding authority of the change in circumstances and submit to the awarding authority all the necessary forms to comply with the LWO reporting requirements, including the employee and subcontractor information forms.

<sup>3</sup> **Exemption by Collective Bargaining Agreement – LAAC 10.37.12:** An employer subject to provisions of the LWO may, by collective bargaining agreement (CBA), provide that the CBA, during its term, shall supersede the requirements of the LWO for those employees covered by the CBA. The provisions of the LWO should not be interpreted to require an employer to reduce the wages and benefits required by a collective bargaining agreement. All parties to the CBA must specifically waive in full or in part the benefits required by the LWO. An employer applying for this exemption shall submit a copy of the CBA. If the CBA does not specifically indicate that the LWO has been superseded, the employer shall submit written confirmation from the union representing the employees working on the agreement that the union and the employer have agreed to let the CBA supersede the LWO.

(A) **Provisional Exemption from LWO during negotiation of CBA:** An employer subject to the LWO may apply for Provisional Exemption from the LWO if the employer can document that: (1) the union and the employer are currently engaged in negotiations regarding the terms of the CBA; and (2) the issue of allowing the CBA to supersede the LWO has been proposed as an issue to be addressed during the negotiations. If granted, Provisional Exemption status is valid until the end of the negotiation process, including, if applicable, impasse resolution proceedings. During the negotiation process, the employer shall provide, upon request from the OCC, status reports on the progress of negotiations. At the end of the negotiation process, the employer shall provide the OCC with a copy of the final CBA to verify whether the LWO has been superseded, and the effective dates of the CBA.

- (i) If the final CBA signed by the employer and the union supersedes the LWO, the employer shall be considered to be exempt from the LWO's wage and benefits provisions for the time period covered by the effective dates of the superseding CBA. The employer remains subject to all applicable provisions of the LWO for the time period not covered by the superseding CBA. If the employer has not complied with the LWO requirements during the time period not covered by the superseding CBA, the employer shall be required to make retroactive corrections for any period of non-compliance, which may include making retroactive payments to affected employees for the relevant periods of non-compliance.
- (ii) If the final CBA signed by the employer and the union does not supersede the LWO, the employer shall be required to comply with all applicable LWO requirements, including the wage and benefits provisions. Compliance shall also be required retroactively to the date that the employer first became subject to the LWO. If necessary, the employer shall provide retroactive payments to affected employees for any time period during which the employer did not comply with the LWO.

<sup>4</sup> **Occupational license - LAAC 10.37.1(f): Exemptions for Employees Requiring Occupational Licenses:** If an employer claims that the LWO does not apply to an employee pursuant to section 10.37.1(f) because an occupational license is required of the employee to perform the work, the employer shall submit to the awarding authority, along with the application for non-coverage or exemption, a list of the employees required to possess an occupational license, the type of occupational license required, and a copy of the occupational license itself. An exemption granted under this provision exempts only the employee who must possess an occupational license to perform work on the City agreement. If an occupational license is not required of an employee to perform the work, the employee remains covered by the LWO.

<sup>5</sup> **Small Business Exemptions for Public Lessees and Licensees – LAAC 10.37.1(i):** A public lessee or licensee claiming exemption from the LWO under section 10.37.1(i) shall submit the small business application for exemption form referred to in Appendix A along with supporting documentation to verify that it meets both of the following requirements:

The lessee's or licensee's gross revenues from all business(es) conducted on the City premises for the calendar year prior to the date of the application for exemption do not exceed the gross annual revenue amount set by the LWO in Section 10.37.1(i). That gross revenue amount shall be adjusted annually according to the requirements of the LWO. The gross revenue amount used in evaluating whether the lessee or licensee qualifies for this exemption shall be the gross revenue amount in effect at the time the OCC receives the application for exemption.

A public lessee or licensee beginning its first year of operation on a specific City property will have no records of gross annual revenue on the City property. Under such circumstances, the lessee or licensee may qualify for a small business exemption by submitting proof of its annual gross revenues for the last tax year prior to application no matter where the business was located, and by satisfying all other requirements pursuant to these regulations and the LWO.

A lessee or licensee beginning its first year of operation as a business will have no records of gross annual revenue. Under such circumstances, the lessee or licensee may qualify for a small business exemption by satisfying all other requirements pursuant to these regulations and the LWO.

(A) The lessee or licensee employs no more than seven (7) employees.

(i) For purposes of this exemption, a lessee or licensee shall be deemed to employ a worker if the worker is an employee of a company or entity that is owned or controlled by the lessee or licensee, regardless of where the company or entity is located; or if the worker is an employee of a company or entity that owns or controls the lessee or licensee, regardless of where the company or entity is located.

Whether the lessee or licensee meets the seven (7) employee limit provided for in Section 10.37.1(i) of the LWO shall be determined using the total number of workers employed by all companies or businesses which the lessee or licensee owns or controls, or which own or control the lessee or licensee. Control means that one company owns a controlling interest in another company.

(ii) If a business operated by the lessee or licensee is part of a chain of businesses, the total number of employees shall include all workers employed by the entire chain of businesses unless the business operated by the lessee or licensee is an independently owned and operated franchise.

(iii) A public lessee or licensee shall be deemed to employ no more than seven (7) employees if its entire workforce (inclusive of those employees falling within the guidelines stated in subsections (i) and (ii) immediately above) worked an average of no more than 1,214 hours per month for at least three-fourths of the time period that the revenue limitation provided for in section 10.37.1(i) is measured.

Until the OCC approves the application for exemption, the lessee or licensee shall be subject to the LWO and shall comply with its requirements. If the OCC approves the application, the lessee or licensee shall be exempt from the requirements of the LWO for a period of two years from the date of the approval. The exemption will expire two years from the date of approval, but may be renewable in two-year increments upon meeting the requirements.

<sup>6</sup> **Governmental Entities – LAAC 10.37.1(g):** Agreements with governmental entities are exempt from the requirements of the LWO. If an agreement is exempt from the LWO because the contractor is a governmental entity, subcontractors performing work for the governmental entity on the agreement are also exempt.

# LWO – OCC SMALL BUSINESS EXEMPTION APPLICATION

EXEMPTION THAT REQUIRES OCC APPROVAL

RFQ EXHIBIT C

**This application for exemption is for lessees and licensees only and must be submitted along with your bid or proposal to the AWARDING DEPARTMENT. If approved, it will EXPIRE TWO (2) YEARS from the date of approval. This may be renewable in two (2) year increments upon meeting the requirements. INCOMPLETE SUBMISSIONS WILL BE RETURNED.**

Los Angeles Administrative Code 10.37, the Living Wage Ordinance (LWO), presumes all City contractors (including service contractors, subcontractors, financial assistance recipients, lessees, licensees, sublessees and sublicensees) are subject to the LWO unless an exemption applies.

TO BE FILLED OUT BY THE CONTRACTOR:	
1. Company Name: _____	Phone Number: _____
2. Company Address: _____	
3. Are you a Subcontractor?    Yes    No    If YES, state the name of your Prime Contractor: <input type="checkbox"/> <input type="checkbox"/>	
4. STATE the total number of businesses you have (inside and outside the City of Los Angeles premises): _____	
5. STATE the total number of businesses you have inside the City of Los Angeles premises only: _____	

SECTION I: BUSINESS INFORMATION	
CHECK OFF ONE BOX IN PART A THAT BEST DESCRIBES YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART B:	
PART A	PART B: SUPPORTING DOCUMENTATION REQUIRED
I am a lessee or licensee beginning my first year of operation as a business.	None Required.
I have other businesses, but this is my first year of operation on City premises. My gross annual revenues for all of my businesses are less than \$440,792 (as of July 1, 2008) for the 2007 calendar year.	ATTACH 2007 IRS Tax Returns listing gross revenues for ALL of your business(es).
I have (a) business(es) on City premises, and my gross annual revenues from all my business(es) on City premises are less than \$440,792 (as of July 1, 2007) for the 2008 calendar year.	ATTACH 2007 IRS Tax Returns listing gross revenues for ALL of your business(es) ON CITY PREMISES.
If you <b>DID NOT</b> check off ANY boxes in PART A, your company IS NOT ELIGIBLE FOR AN EXEMPTION. If you checked off ANY boxes in PART A, continue to Section II.	

SECTION II: EMPLOYEE INFORMATION	
CHECK OFF ANY BOX(ES) IN PART C THAT BEST DESCRIBE YOUR BUSINESS AND ATTACH DOCUMENTATION LISTED IN PART D:	
PART C	PART D: SUPPORTING DOCUMENTATION REQUIRED
I have LESS than Seven (7) employees in the entire company (inside AND outside the City of Los Angeles premises). My company's workforce worked an average of no more than 1,214 hours per month for at least three-fourths of the calendar year.	Submit a completed Employee Worksheet for Small Business Exemption (Form OCC/LW-26B). Information on the Employee Worksheet may subsequently require verification through payroll records.  OR Payrolls for the nine (9) months you would like to have reviewed.
If you <b>DID NOT</b> check off ANY boxes in PART C, your company IS NOT ELIGIBLE FOR AN EXEMPTION. If you checked off ANY box in PART C, ATTACH supporting documentation, SIGN, AND SUBMIT EXEMPTION FORM.	

By signing, the contractor certifies under penalty of perjury under the laws of the State of California that the information submitted in support of this application is true and correct to the best of the contractor's knowledge.

Print Name of Person Completing This Form	Signature of Person Completing This Form
Title	Date
Phone #	

**ANY APPROVAL OF THIS APPLICATION EXEMPTS ONLY THE LISTED CONTRACTOR FROM THE LWO DURING THE PERFORMANCE OF THIS CONTRACT. A SUBCONTRACTOR PERFORMING WORK ON THIS CONTRACT IS NOT EXEMPT UNLESS THE OFFICE OF CONTRACT COMPLIANCE HAS APPROVED A SEPARATE EXEMPTION FOR THE INDIVIDUAL SUBCONTRACTOR.**

AWARDING DEPARTMENT USE ONLY:			
Dept: _____	Dept Contact: _____	Contact Phone: _____	Contract #: _____
OCC USE ONLY:			
Approved/ Not Approved – Reason: _____			
By OCC Analyst: _____			Date: _____



Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFQ will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

Respondents seeking additional information regarding the requirements of the Slavery Disclosure Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

**INSTRUCTIONS:**

The selected Respondent shall complete and upload the Slavery Disclosure Ordinance Affidavit (one [1] page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to the award of a City contract. If the respondent is exempt from this requirement, then the Slavery Disclosure Ordinance Exemption form shall be completed and submitted with the response.

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds Twenty-Five Thousand Dollars (\$25,000.00) with a term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO). Bidders/Proposers shall refer to the "First Source Hiring Ordinance" for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and upload the First Source Hiring Ordinance Affidavit (one (!) page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) at [www.labavn.org](http://www.labavn.org) prior to award of a City contract. The First Source Hiring Ordinance Affidavit shall be valid for a period of twelve months from the date it is first uploaded onto the City's BAVN.

Bidders/Proposers seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

The Anticipated Job Opportunities Form (FSH0-1) shall only be required if there are anticipated job opportunities; this document is only required of the award proposer.

#### **INSTRUCTIONS:**

- a. All proposers: Complete and upload the First Source Hiring Ordinance Affidavit at [www.labavn.org](http://www.labavn.org).
- b. Awarded proposer: Complete the Anticipated Job Opportunities Form (FSH0-1) ONLY if there are anticipated job opportunities.



