

APPROVED
JUL 15 2021

BOARD OF RECREATION
AND PARK COMMISSIONERS

BOARD REPORT

NO. 21-131

DATE July 15, 2021

C.D. 11

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PALISADES PARK AND RECREATION CENTER – VETERANS GARDENS; APPROVAL OF AMENDED AND RESTATED AGREEMENT WITH YOUR PALISADES PARK IMPROVEMENT CORPORATION FOR THE INSTALLATION OF PARK IMPROVEMENTS, INCLUDING APPROVAL OF REVISED RECOGNITION SIGNAGE, PROJECT ACCEPTANCE, AND APPROVAL OF A PROPOSED MAINTENANCE AGREEMENT; CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(7) [NEW COPY ON EXISTING ON PREMISE SIGNS], CLASS 1(12) [OUTDOOR FENCING FOR SECURITY AND OPERATIONS], CLASS 1(14) [ISSUANCE OF A PERMIT TO USE AN EXISTING FACILITY INVOLVING NEGLIGIBLE OR NO EXPANSION OF USE] AND CLASS 11(6) [CONSTRUCTION OF MINOR STRUCTURES ACCESSORY TO EXISTING INSTITUTIONAL FACILITIES] OF CITY CEQA GUIDELINES AND TO ARTICLE 19, SECTIONS 15301 AND 15311 OF CALIFORNIA CEQA GUIDELINES

AP Diaz	_____	* M. Rudnick	<u>MR</u>
H. Fujita	_____	C. Santo Domingo	_____
J. Kim	_____	N. Williams	_____

M. Shue
General Manager

Approved X Disapproved _____ Withdrawn _____
With Amendments

RECOMMENDATIONS

- ~~1. Approve the proposed Amended and Restated Agreement (Amended Agreement) attached to this Report as Attachment 1, which consists of modifications to that original agreement (Contract 3726) between the Department of Recreation and Parks (RAP) and Your Palisades Park Improvement Corporation (Your Park), approved by the Board of Recreation and Park Commissioners (Board) on August 7, 2019 (Report No. 19-162) and executed on September 23, 2019, for the development and donation of the Veterans Gardens project to the City of Los Angeles;~~
2. Accept the Veterans Gardens Project completed improvements performed by Your Park at Palisades Park and Recreation Center, as described in the Summary of this Report and proposed Amended Agreement consisting of certain park amenities including but not limited to picnic tables and benches, barbeques, drinking fountain, trash-cans, three (3) bocce courts, a flag monument, donor recognition panels, five (5) passive green space areas containing **panels displays** each recognizing a branch of the United States military (Army, Navy, Air Force, Marines, and Coast Guard) **but without approving or accepting any content or texts in such panels** and honoring certain veteran individuals from

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~~the public on the panels~~, Americans with Disabilities Act (ADA) compliant walkways, landscaping, and irrigation systems, collectively referred to as “Veterans Gardens”;

3. Approve the proposed list of donors in the form and manner set forth as Donor Recognition Panels in Exhibit C of the Amended Agreement, so that the City may recognize those individuals, families, and entities who provided Your Park with financial contributions and donations for the development of the Veterans Gardens, as further described by the proposed Amended Agreement between RAP and Your Park;
- ~~4. Approve the proposed five (5) Military Panels as set forth in Exhibit C of the Amended Agreement, so that the City may recognize five (5) of the branches of the United States military (Army, Navy, Air Force, Marines and Coast Guard) and may honor all of the City's veterans by highlighting select individuals from the community, which shall also include a QR code on each panel, linking interested park goers to an independent, non-City website managed by YOUR PARK to provide additional information regarding those military veterans being honored;~~
5. Approve the relocation, from the previously approved design plans, of the Military Panels and the Donor Recognition Panels, as set forth in Exhibit B of the Amended Agreement, attached herein.
6. Approve the proposed Maintenance Agreement in the form attached hereto as Attachment 2, for a three (3) year term, between RAP and Your Park, stipulating the terms and conditions for the ongoing maintenance of Veterans Gardens through exterior grounds maintenance services to be provided by a qualified, licensed maintenance contractor, to be contracted by Your Park and Your Park's sole expense and at no cost to RAP;
- ~~7. Direct the Board Secretary to transmit the Amended Agreement and the Maintenance Agreement to the City Attorney for review and approval as to form;~~
- ~~8. Authorize the Board President and Secretary to execute the Amended Agreement and the Maintenance Agreement upon receipt of the necessary approvals;~~
9. Determine that the Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(7) [New copy on existing on premise signs], Class 1(12) [Outdoor fencing for security and operations] Class 1(14) [Issuance of a permit to use an existing facility involving negligible or no expansion of use] and Class 11(6) [Construction of minor structures accessory to existing institutional facilities] of City CEQA Guidelines and to Article 19, Sections 15301 and 15311 of California CEQA Guidelines and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk upon Board's approval;
10. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County clerk in the amount of \$75.00 for the purpose of filing an NOE and,

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11. Authorize RAP staff to make technical changes and/or adjustments to future actions as needed to ensure the intent of this Report is carried out.

SUMMARY

On August 7, 2019, the Board approved Report No. 19-162 approving a gift agreement between Your Park and the City for the construction and installation of park improvements to be known as Veterans Gardens at Palisades Park and Recreation Center (Original Agreement). Per the terms of the Original Agreement, the Veterans Gardens improvements were to be constructed and installed by Your Park at Your Park's expense made possible through various charitable contributions received by Your Park. The improvements were to be constructed pursuant to plans and specifications approved by PMC and were to be donated to RAP as a gift. The Original Agreement also provided for the naming of the completed improvements as "Veterans Gardens", and the installation of certain recognition signage so that the City may give appreciation and recognition of the monetary contributions received from the various donors supporting Veterans Gardens.

Subsequent to the approval and execution of the Original Agreement, Your Park proposed certain, updated language for the various recognition and military panels presented in the Original Agreement. After lengthy discussions with Your Park, RAP staff presented the Facility Repair and Maintenance Task Force with updated donor recognition language on May 6th, 2021. The Facility Repair and Maintenance Task Force provided valuable input to staff, which informed the further revised recognition signage included in the Amended Agreement, presented to the Board for approval under this Report. The Amended Agreement attached for the Board's approval as Attachment 1 has been marked to show the staff proposed revisions from the previously approved Original Agreement. It should be noted that Your Park had the donor recognition and military panels fabricated and installed with their formerly proposed language prior to Board approval. The military panel signage has since been removed and new plaques will be installed pending Board consideration and approval.

Donor Recognition Panels: As provided in the Original Agreement, Veterans Gardens donor recognition components include five (5) donor recognition panels (Donor Panels) to be located together at a single location, allowing the City to recognize current and possible future donors and supporters who contributed to the development of the Gardens. Subsequent to the Board's approval of the Original Agreement, Your Park suggested certain modifications to the text of the Donor Panels. Exhibit C of the Amended Agreement includes the original Donor Panels as approved by the Board on August 7, 2019 (Report No. 19-162), along with the revised version of the Donor Panels, which has been marked to show RAP Staff's recommended changes from the original approved text. RAP Staff recommends that the Board approve the revised design of the Donor Panels as it is shown in Exhibit C of the Amended Agreement. In the event Your Park proposes the inclusion of additional donor names associated with future donations and contributions towards the maintenance, repair, and/or installation of future improvements at Veterans Gardens, RAP Staff will return to the Board to present such names for the Board's consideration. It should also be noted that the location of the Donor Recognition Panels was relocated, with approval from RAP Planning, Maintenance and Construction staff, following the removal of a diseased tree by RAP's Forestry Division. The relocation is indicated (with an arrow indicating the new location) in Exhibit B of the Amended Agreement.

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Military Panels: As provided in the Original Agreement, Veterans Gardens also includes five (5) military branch recognition panels (separate from the Donor Panels described above) which recognize five of the branches of the United States Military (Army, Navy, Air Force, Marines, and Coast Guard). The original approved sample design would have displayed the lyrics to the respective military branch songs, and given recognition to a donor (name only) and to a service member honoree (name, rank and location of service). Subsequent to the Board's approval of the Original Agreement, Your Park requested certain modifications to the Military Panels, including the removal of the lyrics to the military branch songs and replacement with narrative biographical information for honoree veterans. After extensive discussions between RAP and Your Park, and based on input received by staff from the Task Force on Facility Repair and Maintenance, staff recommends that the Board approve updated donor recognition language for the Military Panels (Exhibit C of the Amended Agreement is marked to show the staff recommended changes to the Military Panels from that previously set forth in the Original Agreement). The updated language includes a QR code that would link interested park goers to an third-party, non-City website managed by YOUR PARK, where additional information regarding those military veterans being honored would be contained. As stipulated in the proposed Amended Agreement, the QR Code would be accompanied by a disclaimer indicating that the QR code will take the user to a third-party website not maintained and controlled by the City of Los Angeles, and that the City of Los Angeles is not responsible for the content of the referenced website. The QR-code display and form of disclaimer shall be subject to the approval of RAP prior it's installation and use. RAP Staff recommend that the Board approve the revised Military Panels, including the QR-code display, as shown in Exhibit C of the Amended Agreement as a way for the City and for RAP to honor the larger veteran community of the City of Los Angeles. Please further note, the Veterans Gardens project originated prior to Congress's creation of the 6th branch of the military. Because the improvements have been completed and space in the park is limited, consideration for how to incorporate recognition of veterans of the new branch into the Park will be given in the future when and if the need arises. Subsequent to the Board's prior approval, YOUR Park also requested to relocate the Military Panels. The relocation is indicated (with an arrow indicating the new locations) in Exhibit B of the Amended Agreement.

Project Acceptance

Other than the finalization of the Donor Recognition Panels and the Military Panels, the construction of the Veterans Garden Project (Project) as described in the previous Report (No. 19-162) and Original Agreement has been substantially completed in accordance with approved plans. RAP Staff has inspected the improvements and deemed them completed and satisfactory per RAP's requirements. RAP Staff recommends the final acceptance of these completed elements of the Project.

Maintenance Agreement

Your Park has requested RAP's authorization to allow enhanced maintenance services at Veterans Gardens to be provided by Your Park at their own expense. Your Park's intent is to preserve the area in its original condition or close to it, with the exception of normal wear and tear caused by weather, regular use, and other uncontrollable factors. As such, RAP and Your Park have agreed to the terms and conditions of the proposed Maintenance Agreement included with this Report as Attachment 2. In consideration of the services provided under the proposed Maintenance Agreement, RAP will provide to Your Park times of use for the bocce ball courts and

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picnic areas at Veterans Gardens for bocce ball league play, tournaments and other related activities, pursuant to the issuance by RAP of a standard facility use permit to be issued to Your Park at no cost. Your Park will not have an exclusive right to the issuance of any such permit, and the permits will be issued at the discretion of RAP's Valley/Shoreline Region Superintendent and in coordination with on-site RAP staff. Considering the type of materials used for the picnic tables and benches, bocce courts, and other elements, which are not the typical materials used by RAP for similar installations at RAP parks, and given that RAP Maintenance Staff are not experienced in maintaining bocce court surfaces, such as those used at Veterans Gardens, Staff recommends that the Board approve the Maintenance Agreement which would authorize Your Park to contract directly with a qualified and certified, exterior grounds maintenance contractor to maintain Veterans Gardens. Such maintenance will be performed by the Your Park selected contractor in coordination with RAP Maintenance staff and under the oversight of the RAP Superintendent of Maintenance or designee. Such arrangements have been confirmed between Your Park and the Superintendent of Maintenance, and both have agreed to the maintenance specifications outlined in Exhibit B of the Maintenance Agreement.

ENVIRONMENTAL IMPACT

The proposed Project consists of new copy on existing on-premise signs, installation of fencing for security and operations, permit to use an existing facility involving negligible or no expansion of use and construction of small structures accessory to existing institutional facilities. As such, staff recommends that the Board determine that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(7), Class 1(12), Class 1(14) and Class 11(6) of City CEQA Guidelines as well as to Article 19, Section 15301 and 15311 of California CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.

FISCAL IMPACT

The approval of the Amended Agreement and the Maintenance Agreement, and the acceptance of the park improvements at Veterans Gardens, will not have any fiscal impact on RAP's General Fund, as costs associated with the construction, installation and maintenance of the improvements will be funded entirely by Your Park at no expense to RAP, and funded through a charitable contribution from the American Legion Post 283 and various donations from the public. The future maintenance of Veterans Gardens beyond the term of the Maintenance Agreement will be addressed through Palisades Park's existing maintenance budget, annual budget process, and possible future supplemental funding that may be provided by Your Park.

STRATEGIC PLAN INIATIVES AND GOALS

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

Goal No. 3, to Create and Maintain World-Class Parks and Facilities; and,
Outcome No. 1, Newly developed park projects and the redesign of signature City parks.

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

LIST OF ATTACHMENTS

1. Amended and Restated Agreement
2. Maintenance Agreement

AMENDED AND RESTATED AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND
YOUR PALISADES PARK IMPROVEMENT CORPORATION
FOR THE INSTALLATION OF PARK IMPROVEMENTS
AT
PALISADES PARK AND RECREATION CENTER

This AMENDED AND RESTATED AGREEMENT (“AGREEMENT”) is entered into this ___ day of _____ 20___, (“EFFECTIVE DATE”), by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (collectively, “CITY”), and Your Palisades Park Improvement Corporation (“YOUR PARK”), a California 501(c)(3) non-profit corporation. CITY and YOUR PARK may be referred to herein individually as “PARTY” and/or collectively as “PARTIES.”

WHEREAS, CITY, through its Department of Recreation and Parks (“RAP”), owns and operates real property commonly referred to as Palisades Park and Recreation Center (“PARK”), located at 851 Alma Real Drive, Pacific Palisades, California 90272; and,

WHEREAS, YOUR PARK has offered to fund and develop the “Veterans Gardens” project, consisting of the construction and installation of various memorial and recreational amenities within a designated area of the PARK, including but not limited to, the creation of five (5) outdoor “living rooms” with independent monument panels recognizing each of the five (5) branches of the United States military and each placed in an individual “outdoor living room” location, respectively, with each such panel honoring a military veteran and including a QR code which takes interested park goers to an independent, non-City website managed by YOUR PARK, which would provide additional information regarding those military veterans being honored; installation of five (5) donor recognition panels at a single location recognizing current and future donors and supporters; installation of a flagpole monument with memorial text recognizing veterans from the United States military, ~~which includes a QR code on each of the Military Panels Signage linking interested park goers to an independent, non-City website managed by YOUR PARK, to provide additional information regarding those military veterans being honored~~; installation of three (3) bocce courts; removal of an existing concrete slab and installation of new picnic tables and barbeques; construction of an American with Disabilities Act (ADA) accessible decomposed granite (DG) pathwaywalkways between the new picnic area and the bocce ball courts; and, installation of complimentary landscaping, irrigation systems and ancillary park improvements (collectively, “IMPROVEMENTS”), for the benefit and enjoyment of the public; and,

WHEREAS, YOUR PARK has agreed to design and construct the IMPROVEMENTS at YOUR PARK’s sole expense in accordance with RAP standards

and the terms and conditions of this AGREEMENT and in a manner and at locations as more fully specified under plans and specification which have been submitted to RAP for final approval (which are on file in the office of the Board of Recreation and Park Commissioners), and which are summarized by the Project Area and Project Design illustrations attached hereto and incorporated herein by reference as Exhibits A and B, respectively; and,

WHEREAS, YOUR PARK has secured funding in the amount of Four Hundred Thousand Dollars (\$400,000.00) from Palisades Post 283 of the American Legion, a United States war veterans organization, and additional contributions from various additional donors, including the local community (collectively "DONORS"), in the approximate amount of Four Hundred Thousand Dollars (\$400,000.00), for the sole purpose of designing and constructing the proposed IMPROVEMENTS valued up to approximately Eight Hundred Thousand Dollars (\$800,000.00); and,

WHEREAS, YOUR PARK has agreed to enter into contracts with RAP approved licensed contractors and vendors (collectively "CONTRACTORS") for the construction and installation of the IMPROVEMENTS ("PROJECT"), pursuant to plans and specifications ("PLANS") developed by YOUR PARK which have been reviewed and approved by RAP's Planning, Maintenance and Construction Branch ("PMC") to confirm conformance to RAP standards, with such construction and installation to be performed during calendar year the approximate period of September 2019 through May 2021, at no cost to the CITY; and,

WHEREAS, upon completion of the IMPROVEMENTS by YOUR PARK, YOUR PARK has agreed to donate the completed IMPROVEMENTS, as a gift to the CITY ("GIFT"), in accordance with the terms and conditions of this AGREEMENT; and,

WHEREAS, CITY wishes to accept the GIFT upon completion of the IMPROVEMENTS, subject to PMC's performance of a post-development inspection to ensure that the PROJECT was performed in accordance with approved PLANS; and,

WHEREAS, the Board of Recreation and Park Commissioners ("Board") approved the naming of the PROJECT area and completed IMPROVEMENTS as "Veterans Gardens" and has approved such name to remain in place unchanged for a minimum period of thirty (30) years from the EFFECTIVE DATE of this AGREEMENT upon the satisfactory performance of this AGREEMENT as reflected in their meetings held on August 7, 2019 (Report No., 19-153) and March 4, 2021 (Report No. 21-); and,

WHEREAS, CITY and YOUR PARK entered into that certain Agreement for the Installation of Park Improvements at Palisades Park and Recreation Center, dated on or around August 23, 2019 and which was approved by the Board (Report #19-153) ("Original Agreement"); and

WHEREAS, CITY and YOUR PARK desires the amend and restate in its entirety

[the Original Agreement through this AGREEMENT.](#)

NOW THEREFORE, in consideration of the foregoing and the terms and conditions set forth herein and the performance thereof, PARTIES hereby agree [that the Original Agreement is hereby amended and restated in its entirety](#) as follows:

1. Pursuant to and subject to the conditions of this AGREEMENT, YOUR PARK hereby agrees to donate the GIFT to CITY, and CITY hereby agrees to accept such GIFT through its Board of Recreation and Parks Commissioners (“BOARD”) at their meeting held on August 7, 2019 (Report No., 19-162) [and March 4, 2021 \(Report No. 21- \)](#);

2. PARTIES:

YOUR PARK: Your Palisades Park Improvement Corporation
732 Patterson Place
Pacific Palisades, CA 90272

CITY: City of Los Angeles
Department of Recreation and Parks
221 North Figueroa Street, Suite 350
Los Angeles, CA 90012

3. FUNDING:

Prior to the commencement of any construction activities associated with the PROJECT, YOUR PARK shall confirm to RAP that all necessary funding to ensure the completion of the IMPROVEMENTS has been received by YOUR PARK. It is understood that YOUR PARK has received funding commitments in the total amount of [approximately](#) Eight Hundred Thousand Dollars (\$800,000.00), for the sole purpose of performing the PROJECT as described herein.

The funding described above shall be used solely for the completion of the IMPROVEMENTS pursuant to the PLANS as submitted to and approved by RAP, which includes the following scope of work:

- Creation of a garden area consisting of five (5) “outdoor living rooms” with each having an independent monument panel recognizing ~~each of the five~~ branches of the United States military forces, [and each honoring military veterans, each panel to also including a QR-code display to provide an access point for additional information on the veterans being honored, as described in Section 9 herein and illustrated by Exhibit C;](#)
- Installation of donor recognition panels at a single location recognizing current and future ~~donors~~ **DONORS** ~~and supporters~~, as [described in Section 9 herein and](#) illustrated by Exhibit C;

- Installation of a flagpole monument with memorial text recognizing veterans who have served in the United States military, [as described in Section 9 herein and](#) as illustrated by Exhibit C;
- Installation of three (3) bocce courts, as illustrated by Exhibit B, [with one donor recognition plaque included on the floor surface at each bocce court, honoring an individual or individuals in accordance with the RAP Sponsorship Recognition Policy, as described in Section 9 herein and illustrated by Exhibit C;](#)
- Removal of an existing concrete slab and installation of new picnic tables, ~~and~~ barbeques [and trash cans](#); and,
- Construction of an American with Disabilities Act (ADA) accessible [decomposed granite \(DG\) pathway/walkway](#) between the new picnic area and the bocce ball courts; ~~and~~
- ~~Installation of complementary landscaping, irrigation systems and ancillary park improvements; and~~
- ~~Construction of an American with Disabilities Act (ADA) accessible decomposed granite (DG) walkways between the new picnic area and the bocce ball courts.~~

4. TERM AND TERMINATION:

- A. The term of this AGREEMENT ("TERM") shall commence ~~upon the date of execution of this AGREEMENT on September 23, 2019~~ ("EFFECTIVE DATE"). Except for the continuing obligations of the PARTIES under this AGREEMENT, and unless otherwise terminated pursuant to the terms and conditions contained in this AGREEMENT, this AGREEMENT shall expire one (1) year from the EFFECTIVE DATE or upon completion of the PROJECT and acceptance by RAP following the post-development inspection stipulated in Section 6.A, whichever occurs ~~later~~^{first}. Any amendment, extension, or modification of this AGREEMENT shall be effective only pursuant to an executed amendment to this AGREEMENT which has been approved by the BOARD.
- B. Either PARTY may terminate this AGREEMENT, in their sole respective discretion, immediately upon written notice to the other PARTY, and shall not be liable to the other PARTY for any reason for terminating this AGREEMENT if:
- i. CITY uses, or authorizes use of the PLANS or IMPROVEMENTS in any way not authorized under this AGREEMENT;
 - ii. Construction/installation of IMPROVEMENTS has not begun within six (6) months from the EFFECTIVE DATE;

- iii. The land upon which IMPROVEMENTS are to be located is no longer owned or leased by CITY;
- iv. YOUR PARK, prior to the commencement of construction/installation of the IMPROVEMENTS, is unable to obtain all funding required to pay for the completion of the IMPROVEMENTS due to unanticipated change orders or occurrences increasing PROJECT costs beyond available funding; or,
- v. The non-terminating PARTY materially breaches any term or condition of this AGREEMENT.

C. If either PARTY ceases to conduct its business or shall make any involuntary assignment of either its assets or its business for the benefit of creditors; or if a trustee or receiver is appointed to administer or conduct the party's business affairs; or, if any insolvency proceedings are conducted against a PARTY and are not terminated or dismissed within forty (40) days, then the other PARTY may terminate this AGREEMENT with immediate effect upon written notice to such PARTY.

5. DEVELOPMENT OF IMPROVEMENTS:

Subject to the termination and other provisions set forth in this AGREEMENT, YOUR PARK agrees to pay all CONTRACTORS directly as required for the completion of the IMPROVEMENTS. YOUR PARK shall be solely responsible for administering all its contracts with the CONTRACTORS for all work regarding the IMPROVEMENTS. Further, YOUR PARK shall be solely responsible for obtaining all licenses and permits required to design, construct and install the IMPROVEMENTS, including obtaining any and all licenses from third parties (including the federal government) regarding the use of any intellectual property (including military symbols, insignias and songs) owned by any such third parties which will be displayed as part of the IMPROVEMENTS ("Third Party IP").

A. Design and Location:

- i. YOUR PARK, through its CONTRACTORS, shall prepare and provide the PLANS for review and approval by RAP prior to commencement of any construction activities for the PROJECT. YOUR PARK shall not make any modifications to any PLANS as approved in final form by RAP.
- ii. IMPROVEMENTS shall be constructed on CITY owned property within designated areas of the PARK, pursuant to PLANS approved by PMC and, pursuant to the Site Plan attached hereto and incorporated herein by reference as Exhibit-A.

- iii. Prior to the use of any Third-Party IP as part of the PROJECT, YOUR PARK shall provide RAP, in a form acceptable to RAP, evidence of YOUR PARK's right to use any Third-Party IP as part of the IMPROVEMENTS.

B. Construction:

- i. YOUR PARK shall pay all costs for the construction of IMPROVEMENTS, pursuant to PLANS approved by RAP and in accordance with the terms and conditions of this AGREEMENT.
- ii. YOUR PARK shall be solely responsible for the construction of the IMPROVEMENTS and the PROJECT and the completion of any environmental clearances and any other permits as may be required by law. All costs and filing of documents required for obtaining said clearances, approvals and authorizations shall be borne by YOUR PARK. YOUR PARK shall timely and regularly consult with RAP regarding its design and construction activities to ensure compliance with RAP standards and applicable law. YOUR PARK agrees and acknowledges that RAP may reject acceptance of any IMPROVEMENTS as a GIFT, regardless of whether construction is completed, if RAP determines, in its sole discretion, that such IMPROVEMENTS does not meet RAP standards.
- iii. The tentative timeline for the construction of IMPROVEMENTS is:
 - Relocation of picnic area completed by October 15, 2019;
 - Bocce courts and ADA pathway completed by October 15, 2019;
 - Outdoor living rooms, military recognition panels, flag pole monument, donor panels and landscaping completed by October 15, 2019; and,
 - Ribbon cutting ceremony in November 2019

6. POST-CONSTRUCTION:

- A. Upon completion of the PROJECT, RAP shall conduct a Post-Development Inspection to ensure that the IMPROVEMENTS have been performed pursuant to RAP approved PLANS, and in compliance with the terms and conditions of this AGREEMENT.
- B. Following RAP's approval and/or acceptance of the completed PROJECT, as confirmed in writing by the RAP General Manager or designee, and subsequent opening of the IMPROVEMENTS to the public, YOUR PARK shall have no involvement with the use, operation, maintenance, landscaping, repair, insurance, or modifications of the IMPROVEMENTS, except, from time to time, as may be approved by the BOARD.
- C. It is understood by PARTIES that the IMPROVEMENTS shall generally be open to the public free of charge, subject to local rules, regulations, ordinances, and laws which may include provisions related to hours of

operation, age limits, acknowledgement of risk by users of IMPROVEMENTS, and the prohibition of alcohol and illegal drugs.

- D. CITY's use of IMPROVEMENTS shall be primary to any other use by any other party, including YOUR PARK.
- E. It is also understood by PARTIES that there shall generally be no limit to the use of the IMPROVEMENTS to any select group of persons; however, CITY may issue permit(s) for the use of IMPROVEMENTS by members of a group or organization for limited periods of time.

7. PUBLICITY:

- A. YOUR PARK shall have the right to publicize, show photographs of, use the name of, and otherwise promote its contributions to the IMPROVEMENTS, including that of the DONORS, subject to the terms and conditions of this AGREEMENT.
- B. PARTIES acknowledge that each of the CITY, RAP, and YOUR PARK names, and other intellectual property of CITY, YOUR PARK and DONORS, have substantial goodwill. Therefore, CITY further acknowledges and agrees that all use of the YOUR PARK name, and that of the DONORS, pursuant to this AGREEMENT, shall inure to the sole and exclusive benefit of YOUR PARK, DONORS, and CITY, in accordance with the terms and conditions set forth in this AGREEMENT. Additionally, YOUR PARK further acknowledges and agrees that all use of the CITY and RAP names, pursuant to this AGREEMENT, shall inure to the sole and exclusive benefit of CITY and RAP, and YOUR PARK agrees that it shall use the CITY and RAP names solely in accordance with the terms and conditions set forth in this AGREEMENT. PARTIES further agree and acknowledge that DONORS shall not have any granted rights under this Section 7 or AGREEMENT unless expressly stated. When the CITY refers to Your Palisades Park Improvement Corporation in any of its publications, it will initially use the full name of the corporation. If the name is abbreviated, the CITY will use "Your Park" or "YOUR PARK" as the abbreviated name.
- C. 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 the GIFT, the IMPROVEMENTS, and/or this AGREEMENT, including, but not limited to an initial press conference, dedication and/or grand opening event, and/or the use or promotion of the IMPROVEMENTS; except as may be legally required by applicable laws, regulations, or judicial order.
 - i. PARTIES agree to notify each other in writing of any press release, public announcement, marketing or promotion of the

IMPROVEMENTS or GIFT, and shall appropriately acknowledge the contributions of the PARTIES. Further, YOUR PARK agrees, with respect to any press release or response to any press inquiry regarding Veterans Gardens or the PROJECT, that YOUR PARK shall obtain RAP's approval in writing prior to release of any information regarding the IMPROVEMENTS or GIFT.

- ii. To the extent stipulated in any grant agreement, partnership agreement, donation agreement, or other agreement, PARTIES shall duly notify any grantors, donors, partners or other party, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement or other funding source, and shall provide the opportunity for attendance and participation by grantor, donors, partner, or other respective representatives.
- iii. PARTIES shall coordinate the scheduling and organization of any public or media event in connection with the PROJECT to provide the opportunity for attendance and participation by officials and/or representatives of CITY and YOUR PARK; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or YOUR PARK, in whole or in part, in connection with the PROJECT, shall contain any acknowledgements required under any related grant agreement, partnership agreement, donation agreement or other agreement or funding source.
- iv. YOUR PARK agrees that any public release or distribution of information related to the IMPROVEMENTS, this AGREEMENT, and/or any related project, programs or services, shall include the following statement at the beginning or introduction of such release:

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

8. USE OF MARKS:

Notwithstanding any provision herein, neither PARTY shall use the other's trademarks, trade-names or logos (each, a "Mark") without the prior written approval of the other. Each Mark shall remain the sole and exclusive intellectual property of the respective PARTY.

9. NAME AND SIGNAGE:

- A. At the sole discretion of CITY, IMPROVEMENTS shall acknowledge contributions of DONORS, as requested by YOUR PARK, approved by the BOARD in accordance with RAP policy, and in the form and manner as set forth in this Section 9 and illustrated by Exhibit C attached hereto and incorporated by reference.
- B. DONORS shall be recognized for their generosity through appropriate recognition signage at the IMPROVEMENTS, as shown by Exhibit C, acknowledging the GIFT, ~~which has been mutually~~ approved by the PARTIES and the BOARD in accordance with RAP Policy (collectively, the "Recognition Signage") through the approval of this AGREEMENT. Upon acceptance by RAP of the completed PROJECT and approval by the BOARD, such Recognition Signage shall remain in place for a minimum of thirty (30) years from the EFFECTIVE DATE of this AGREEMENT.
- C. Upon acceptance by RAP of the completed PROJECT, the area of the IMPROVEMENTS shall be named "Veterans Gardens" and such name shall remain unchanged for a minimum of thirty (30) years from the EFFECTIVE DATE of this AGREEMENT.
- D. As more fully set forth in Exhibit C under "Armed Forces Service Recognition Panels", Veterans Gardens ("GARDENS") shall include five (5) "outdoor living rooms" which each shall contain as Recognition Signage, an individual recognition panel recognizing ~~one (1) of the~~ U.S. military branches (Army, Navy, Airforce, Marines, and Coast Guard), and honoring a veteran from such military branch, respectively. Each such panel, and which shall contain a QR Code on the Military Panel Signage to provide interested members of the public park goes with an access point to additional information regarding those military veterans being honored. The QR Code shall link the user to an independent, non-City website managed and controlled by YOUR PARK, where such additional information would be contained and shared with the public. -as more fully set forth in Exhibit C under "Armed Service Recognition Panels." The panel which includes the QR Code shall also include a disclaimer indicating that the QR code will take the user to a third-party website ~~maintained and controlled by Your Park,~~ and that the City of Los Angeles is not responsible for the content of the referenced website. The language of the disclaimer shall be as set forth in Exhibit C, and ~~t~~ The QR-code display and form of disclaimer shall be subject to the approval of RAP prior to it's installation and use. YOUR PARK shall be solely responsible and liable for maintaining all such websites for non-commercial, information purposes only solely to provide information regarding the veteran being honored on the respective panel. Such websites shall not include content related to political campaigns, alcohol and tobacco products, any solicitation or product sales, or any other content determined to be inappropriate by RAP in its reasonable discretion. In the event RAP determines any such website includes inappropriate content, content in violation of any RAP policy, or if any

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such website is deactivated, taken offline or determined to be malicious by the City, or if YOUR PARK in in breach of this Agreement, CITY may require YOUR PARK to remove the corresponding QR Code and YOUR PARK shall promptly effectuate such removal without liability to the CITY. Alternatively, CITY may remove the corresponding QR Code without any liability to YOUR PARK.

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- E. The GARDENS shall also include five (5) Donor Recognition panels as Recognition Signage thanking and acknowledging the current DONORS and future contributors to the PARK and GARDENS, as more fully set forth in Exhibit C under “Donor Recognition Panel.” The names of the DONORS on such Donor Recognition Panel shall be initially limited to those set forth in Exhibit C under “Donor Recognition Panel Content.” Future individual donors, beyond those listed in Exhibit C, may be included on the Donor Recognition Panel or the Bocce Court Recognition Signage (as described in Section 9.E. below) for contributions made towards Veterans Gardens beyond the IMPROVEMENTS set forth herein (“Additional Gift”) in the future, provided that the acceptance of such Additional Gift and the recognition of additional donors in connection therewith shall be subject to prior review and approval by the General Manager and final approval by the BOARD. Such approvals shall require, without limitation that any Additional Gift has been documented and submitted to RAP for review in a form acceptable to RAP. The inclusion of future donor names on the Donor Recognition Panel or Bocce Court Recognition Signage, as described in Exhibit C, in recognition of any Additional Gift, whether it be monetary donations in addition to the current PROJECT budget of \$800,000.00, or any monetary or in-kind charitable contribution(s) made to fund or support any additional improvements, programming, maintenance, or other activities not included in this AGREEMENT, shall be subject to prior approval by the BOARD.
- F. The GARDENS shall include Recognition Signage at the three (3) Bocce Courts. Each court shall have one display located at ground level in the form of a plaque recognizing a charitable contribution provided to YOUR PARK by respective DONORS in support of the Bocce Courts and honoring a select individual (ie. a military service veteran), as more fully set forth in Exhibit C under “Bocce Court Recognition Signage.” The names of the DONORS on such Bocce Court Recognition Signage have not been identified by YOUR PARK and, therefore, the inclusion of future donor names as part of an Additional Gift on any Bocce Court Recognition Signage shall be subject to prior approval by the BOARD.
- G. The GARDENS shall include a central flag pole monument (“Monument”) located at the main entrance to the GARDENS. The Monument will include the dedication statement celebrating the contributions of U.S. Military Veterans to the World, United States, and Community, as more fully set forth in Exhibit C under “Flag Pole Base and Sculpture”.

H. CITY shall maintain the right to use the "Veterans Gardens" name ("GARDENS") in conducting RAP operations and events. For purposes of clarification, CITY shall have no right to use the YOUR PARK or DONORS name in any manner that suggests YOUR PARK and/or DONORS is/are a sponsor or co-sponsor of any daily operations or events at the GARDENS to which they are not affiliated or sponsoring. No other company, entity or individual's name shall be used in connection with the GARDENS without RAP's prior written approval.

10. REPRESENTATIONS AND WARRANTIES:

A. YOUR PARK represents and warrants that it has the right and power to enter into and perform this AGREEMENT, and to grant the rights granted herein. In performing its obligation under this AGREEMENT, including in designing, constructing and installing the IMPROVEMENTS, YOUR PARK shall comply with all applicable laws, including any labor and wage laws.

B. CITY represents and warrants that it has the right and power to enter into and perform this AGREEMENT, and that it will comply with all applicable rules, regulations, ordinances and laws related to the use and operation of IMPROVEMENTS and the PARK.

11. INDEMNIFICATION:

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, YOUR PARK undertake(s) and agree(s) to defend, indemnify and hold harmless the CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, 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, for death or injury to any person, including YOUR PARK 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 by YOUR PARK or its subcontractors of any tier or arising in any manner in connection with any websites linked to QR Codes in the Armed Forces Recognition Panels. 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.

12. INSURANCE:

A. Insurance by CONTRACTORS

YOUR PARK shall ensure that its CONTRACTORS working on the PROJECT shall be insured as a requirement of this AGREEMENT in the amount coverage(s) specified on Form 146R attached hereto as Exhibit D, and shall additionally insure the City of Los Angeles for the same coverage amounts. Such CONTRACTORS shall maintain during the term of this AGREEMENT evidence of insurance acceptable to City Administrative Officer, Risk Management, prior to their performance of this AGREEMENT.

13. BOOKS AND RECORDS:

YOUR PARK and CITY shall maintain records, including records of financial transactions, pertaining to the performance of this AGREEMENT, in their original form, in accordance with requirements prescribed by CITY and YOUR PARK. These records shall be retained for a period of lesser of three years after termination of this AGREEMENT or ten (10) years from the date of the record.

Said records shall be subject to examination and audit by authorized CITY or YOUR PARK personnel or by their representative(s) at any time during the TERM of this AGREEMENT, or within the three (3) years following the termination date of this AGREEMENT, upon five (5) business days advance written notice from the examining Party.

14. GENERAL:

A. Entire Agreement. This AGREEMENT sets forth the entire understanding of the PARTIES hereto, with respect to the subject matter hereof. Except as otherwise expressly set forth in this AGREEMENT, there are no other representations, understandings, or agreements between the PARTIES relative to such subject matter. Any variation or amendment to this AGREEMENT shall be in writing and signed by all PARTIES.

B. Relationship of Parties. PARTIES agree that no other party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other party, except as expressly provided herein. CITY and YOUR PARK are independent contractors.

C. No Joint Venture. 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. YOUR PARK shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will YOUR PARK represent themselves to be agent(s) of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in YOUR

PARK the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

D. Governance. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California, without regard to its principles of conflicts of law. PARTIES consent to the sole and exclusive jurisdiction and venue in the Federal or State courts in Los Angeles County, California, and agree that all disputes based on or arising out of this AGREEMENT shall only be submitted to and determined by said courts, which shall have sole and exclusive jurisdiction.

E. Notices. Any notices permitted or required to be given under this AGREEMENT shall be sent by courier and addressed to the PARTIES as follows:

CITY: City of Los Angeles
Department of Recreation and Parks
Attn: Partnership Division
221 N. Figueroa Street, Suite 180
Los Angeles, CA 90012

YOUR PARK: Your Palisades Park Improvement Corporation
732 Patterson Place
Pacific Palisades, CA 90272

F. Notices shall be deemed received when delivered by courier. PARTIES may change the person and address to which notice shall be given by giving notice of such change pursuant to the provisions of this AGREEMENT.

G. No right, obligation, duty, benefit or promise of this Agreement, or any portion thereof, may be assigned by either party without the express written consent of the other party; provided that the YOUR PARK may assign to an affiliate with prior written consent by CITY.

H. If any provision of this AGREEMENT is declared or determined to be unlawful, invalid or unconstitutional, that declaration shall not in any manner affect the legality of the remaining provisions, and each provision of this AGREEMENT shall be deemed to be separate and severable from every other provision.

I. It is the intent of the PARTIES that this AGREEMENT and the contributions contemplated hereby shall, for all purposes, be treated as a charitable contribution made to an organization organized and operated under Section 501 (c)(3) of the Code. It is intended that GIFT made by this AGREEMENT be used exclusively for charitable, religious, scientific or education purpose,

as permitted to an organization organized and operated under Section 501 (c)(3) of the Code.

J. The Recitals set forth at the beginning of this AGREEMENT shall replace in their entirety the Recitals set forth in the Original Agreement, and of any matters or facts set forth in the Recitals in the AGREEMENT shall be conclusive proof of the truthfulness thereof and the terms and conditions set forth in the ~~R~~Recitals, if any, shall be deemed a part of this AGREEMENT.

15. INCORPORATION OF DOCUMENTS

The following Exhibits are incorporated by reference:

- Exhibit A: Project Areas
- Exhibit B: Project Design Illustrations
- Exhibit C: Recognition Signage
- Exhibit D: Insurance requirements and instructions

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT as of the day and year set forth below.

CITY:

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

By: _____
President

By: _____
Secretary

Date: _____

YOUR PARK:

YOUR PALISADES PARK IMPROVEMENT CORPORATION, a California 501(c)(3) non-profit, corporation

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney

Date: _____

Exhibit A

Palisades Park and Recreation Center, 851 Alma Real Drive, Pacific Palisades, California 90272

Project Areas



Park Location



Project Approximate Location



Existing Picnic Area and Concrete Slab



Grove Proposed for New Picnic Area

Exhibit B

Project Design Illustration and Recognition Signage Locations

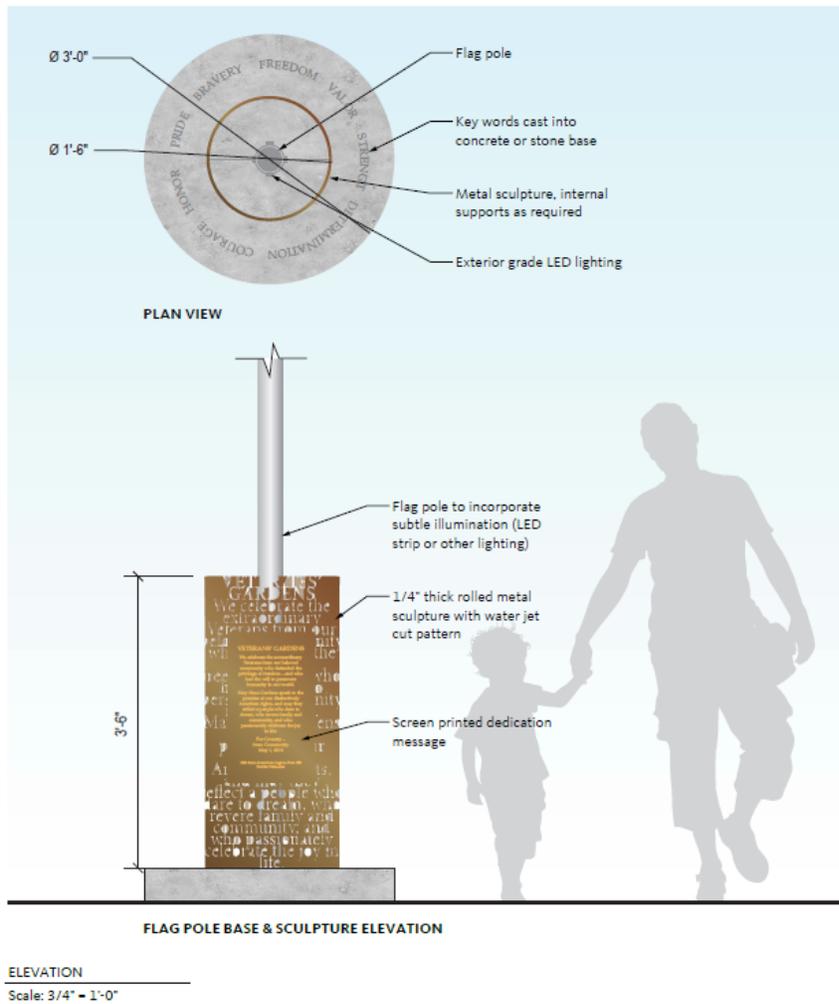


The general location(s) of Armed Forces and Donor Recognition Panels are identified by yellow highlighted areas above, including relocated panels as indicated by the yellow arrows.

Recognition Signage content is further described and illustrated by Exhibit C.
Exhibit C

Recognition Signage

Flag Pole Base & Sculpture | Details



The language included on the Monument is provided on following page.

Exhibit C

Recognition Signage (Continued)

Flag Pole Monument Content:

VETERANS GARDENS

WE CELEBRATE THE EXTRAORDINARY VETERANS FROM OUR BELOVED
COMMUNITY
WHO DEFENDED THE PRIVILEGE OF FREEDOM, AND WHO HAD THE WILL TO
PRESERVE HUMANITY IN OUR WORLD.

MAY THESE GARDENS SPEAK TO THE PROMISE OF OUR DISTINCTIVELY
AMERICAN RIGHTS; AND MAY THEY REFLECT A PEOPLE WHO DARE TO
DREAM,
WHO REVERE FAMILY AND COMMUNITY, AND WHO PASSIONATELY
CELEBRATE THE JOY OF LIFE.

FROM COMMUNITY - FOR COUNTRY

[15 OCTOBER 2019](#)

[Memorial Day 2020](#)

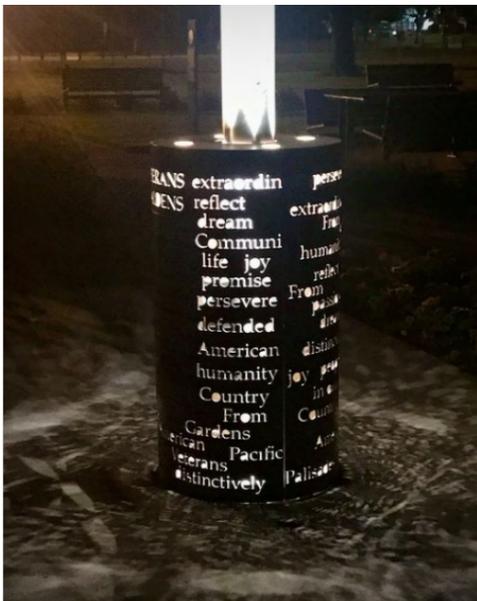
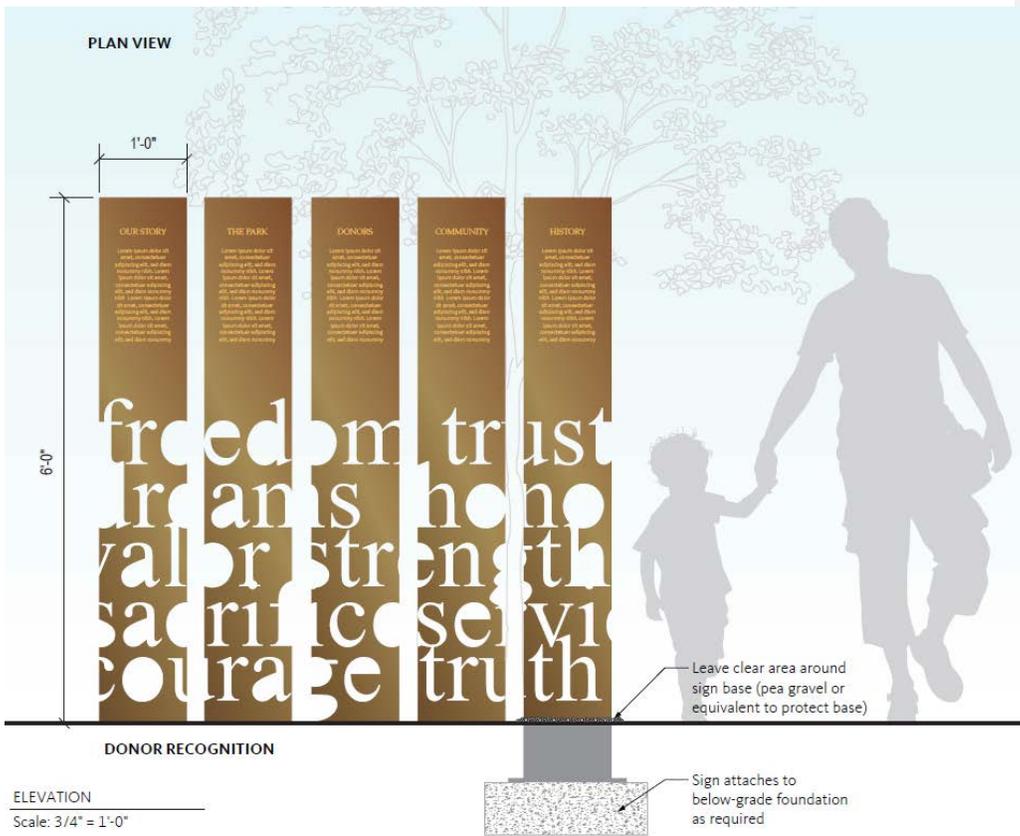


Exhibit C
Recognition Signage (Continued)

Donor Recognition Panels:



The language included on the Donor Recognition Panels is provided on following page.

Exhibit C

Recognition Signage (Continued)

Donor Recognition Panel Content:

The Donor Recognition Panels shall include a statement of appreciation from the City of Los Angeles and the names of project donors arrayed in order of the significance of their contributions and generally listed as follows:

<p>VETERANS' GARDENS Veterans' Gardens is a home in the great community of Pacific Palisades. It's home to all Palisadians and their families; from senior citizens to our children. Its 'living rooms' proudly honor those that preserve our most cherished rights.</p>	<p>MISSION The most beautiful thing in these gardens is you. May these gardens inspire you, re-awaken your dreams, and create memories you forever hold dear in your heart.</p>	<p>THE JOURNEY Five Palisadians, Jimmy Dunne, Bill McGregor, Bob Harter, Jay McCann & Rob Jernigan shared a passionate belief that a community's park matters. That a community's park is a welcoming place to celebrate, to share experiences, and to find the joy and wonder of life.</p>	<p>COMMUNITY The community of Pacific Palisades built Veterans' Gardens. Generous and passionate individuals, neighborhoods, organizations and businesses from our community stepped up to the challenge of re-imagining this extraordinary sense of place.</p>	<p>VETERANS As you stroll through the gardens, may you hear the songs and proud voices of our past, present and future veterans of the Palisades. And may these gardens be a reflection of the distinctive American privileges that our veterans ever-preserve and protect.</p>
<p><i>The City of Los Angeles Department of Recreation and Parks thanks and acknowledges Your Palisades Park Improvement Corporation for its leadership in developing Veterans' Gardens, and the following Donors for their generosity</i></p>				
<p><u>Founder's Circle</u></p>	<p><u>Champion's Circle</u></p>	<p><u>Ambassadors</u></p>	<p><u>Sustainers</u></p>	<p><u>Friends</u></p>
<p>American Legion Ronald Reagan Post 483</p>	<p>Name Here</p>	<p>The Jill & Mark Tabit Family Jeanne and Steve Robinson Mary Ellen & Chris Kanoff Eileen & John Huarte Mary & Jay Flaherty Carol & Carl Gregory Haidis Toppel Kathleen & Mike McRoskey</p>	<p>Charlie & Lavry Meister Kelly & George Davis Suzanne & Richard Norton Kathy George & Steve Conforti Renee & Tom Harnsberger The Pacific Palisades Woman's Club Pat & Peter Best Sara Truck Judy & Steven Jones</p>	<p>Diana & Tad Allen Becky & Jai Winding Brenda Anderson & Tom Rohlf Ann & Hank Banning-Wright The Chuck Black Family Jeannie & Fritz Burkart Rita & Bill Finestone Gail & Dan Didden Maids & Wally Hastings John McNamee Melinda & Gustaf Sodebergh Colleen McAndrews & Rob Wood Jill Young Judy & Ted Howells Katherine & Dale Kiefer Karen & Gary Shaw Daniela & Doug Winters Arnie Wisnick Mary & Michael Wojciechowski Kay Howe The Keen Family The Ramsey Family</p>
<p><u>Visionary's Circle</u></p>	<p><u>Benefactor's Circle</u></p>	<p><u>Advocates</u></p>	<p><u>Supporters</u></p>	
<p>Tina & Rick Caruso</p>	<p>Carey & Mike Skinner Rosa & Bob Sinnott</p>	<p>Lynn & Mike Croft Joan & Kent Sather Alicia & Bob Levitt Jay McCann Ann & Bob Harter</p>	<p>Lynn Brickner & Jerry Gallard Amy & James Childress Cheryl & Steve Crowe DeBard Johnson Family Foundation Karen & Dan Grigsby Barbara & John Ingram Susan Kohl Marian & John Niles Judy & Ernie Crisini Ann & George Smith Karen & Brett Sutherland Sharon & George Browning Lani and Brad Favre Karen & Kit Jennings Donna & Bob Fol Sue & Jerry Jameson</p>	
<p><u>Patron's Circle</u></p>	<p>Cindy & Bill Simon</p>			

Exhibit C

Revised Recognition Signage (Continued)

The Following Rendering replaces the rendering on previous page. Changes from the previous version are highlighted in yellow below.

<p>VETERANS' GARDENS Veterans' Gardens is a home in the great community of Pacific Palisades. It's a home to all Palisadian Angelenos and their families; from senior citizens to warrior children's children. Its 'living Garden Rooms' proudly honor those that who preserve our most cherished rights.</p>	<p>MISSION The most beautiful thing in these gardens is you. May these gardens inspire you, re-awaken your dreams, and create memories you forever hold dear in your heart.</p>	<p>OUR THE JOURNEY Five Palisadians; Jimmy Dunne, Bill McGregor, Bob Harter, Jay McCann & Rob Jernigan, shared a passionate belief that a town's community's park matters. That a community's town's park is a welcoming place to celebrate, to share experiences, and to find the joy and wonder of life.</p>	<p>COMMUNITY The community of Pacific Palisades built Veterans' Gardens. Generous and passionate individuals, neighborhoods, organizations and businesses from our fine Palisades town community stepped up to the challenge of re-imagining this extraordinary sense of place.</p>	<p>VETERANS As you stroll through the gardens, may you hear the songs and proud voices of our past, present and future veterans of the Palisades. And may these gardens be a reflection of the distinctive American privileges that our veterans ever-preserve and protect.</p>
<p><i>The City of Los Angeles Department of Recreation and Parks thanks and acknowledges Your Palisades Park Improvement Corporation for its leadership in developing Veterans Gardens, and all the following Donors for their generosity</i></p>	<p>CHAMPIONS Circle Friends of Jimmy Dunne</p> <p>BENEFACTORS Circle Carey & Mike Skinner Kathleen and Mike McRoskey Rosa & Bob Sinnott</p> <p>PATRONS Circle Cindy & Bill Simon</p>	<p>ADVOCATES Alicia and Bob Levitt Cary and Will Singleton Jay McCann Joan and Kent Sather Lynn and Mike Croft Robert McCausland and Ernie White Tamis and Bill McGregor Ann & Bob Harter</p>	<p>SUPPORTERS Aicher Family Amy and James Childress Ann and George Smith Ashley and Walker Orgain Barbara and John Ingram Cheryl and Steve Crowe DeBard Johnson Family Foundation Donna and Bob Eal Eam Family Jacquie and Harry McMahon Family Jamie and Anabel Montgomery Jim and Anita Miles Jim Wiat Karen and Brett Sutherland Karen and Dan Grigsby Karen and Kit Jennings Kris and Mark Gibello Kristin and Hunter Doble Lelani and Brad Eauze Leslie and Ed Wilson Family Leslie and Ryan Harter Lisa and Brent St. John Lynn Brickner and Gerry Gallard Margaret and David Dunne Family Marian and John Niles Nancy and Everett McGuire Priscilla and James Halper Richard Kuhlenschmidt and Betty-Jo Tilley Sam and Jonathan Firestone Sharon and George Browning Steve and Lyn Miller Sue and Jerry Jameson Sue Kohl Suzanne and Charles Caldwell Karen & Brett Sutherland Karen & Kit Jennings Volpicelli Family</p>	<p>FRIENDS WITH GREAT APPRECIATION Diana & Ted Allen The McGregor Company Inspire Entertainment Gensler Tyler Development Caruso Pamela Burton & Company Enzo Caserta Landscaping MG Skinner & Associates The Tahji Group Bel-Air Bay Club Gustaf Soderbergh Elle & Elle Gerry and Suzanne Flynn John Putnam Diana & Ted Allen Becky & Jai Winding Brenda Anderson & Tom Robbi Ann & Hank Bennett Wright The Chuck Block Family Jennie & Fritz Burkart Rita & Bill Eickstons Gail & Don Didden Maida & Wally Hastings John McInnes Melinda & Gustaf Soderberg Colleen McAndrews & Rob Wood Bill Young Judy & Ted Howells Katherine & Dale Kiefo Karen & Gary Shaw Daniela & Doug Winters Arnie Wisniewski Mav & Michael Wojciechowski Kay-Hoew The Young Family The Ramsey Family</p>
<p><i>The City of Los Angeles Department of Recreation and Parks thanks and acknowledges all donors for their generosity.</i></p> <p>VETERANS GARDENS ENDOWMENT FUND The Bagnard Family</p> <p>FOUNDER'S CIRCLE American Legion Ronald Reagan Pacific Palisades Post 283</p>	<p>AMBASSADORS Ann and Bob Harter Collier Gregory, USMC Eileen and John Huarte Haldis and Kurt Toppel Jeanne and Steve Robinson Jill and Mark Tahit Family Kathleen and Mike McRoskey Kimi and Graham Culp Mary and Jay Flaherty Mary Ellen and Chris Kanoff William Rutledge Family Carol & Carl Gregory</p>	<p>SUSTAINERS The Best Family Carl and June Phelps Cecilia Moncayo Charlie and Lawry Meister Judy and Steven Jones Kathy George and Steve Conforti Katy and Peter Kreidler Family Kelly and George Davis Michael Edlan The Pacific Palisades Woman's Club Renee and Tom Harnsberger Sarah Tuck Suzanne and Richard Norton Whitesell Family Patti & Peter Best</p>	<p>SUPPORTERS Aicher Family Amy and James Childress Ann and George Smith Ashley and Walker Orgain Barbara and John Ingram Cheryl and Steve Crowe DeBard Johnson Family Foundation Donna and Bob Eal Eam Family Jacquie and Harry McMahon Family Jamie and Anabel Montgomery Jim and Anita Miles Jim Wiat Karen and Brett Sutherland Karen and Dan Grigsby Karen and Kit Jennings Kris and Mark Gibello Kristin and Hunter Doble Lelani and Brad Eauze Leslie and Ed Wilson Family Leslie and Ryan Harter Lisa and Brent St. John Lynn Brickner and Gerry Gallard Margaret and David Dunne Family Marian and John Niles Nancy and Everett McGuire Priscilla and James Halper Richard Kuhlenschmidt and Betty-Jo Tilley Sam and Jonathan Firestone Sharon and George Browning Steve and Lyn Miller Sue and Jerry Jameson Sue Kohl Suzanne and Charles Caldwell Karen & Brett Sutherland Karen & Kit Jennings Volpicelli Family</p>	<p>FRIENDS WITH GREAT APPRECIATION Diana & Ted Allen The McGregor Company Inspire Entertainment Gensler Tyler Development Caruso Pamela Burton & Company Enzo Caserta Landscaping MG Skinner & Associates The Tahji Group Bel-Air Bay Club Gustaf Soderbergh Elle & Elle Gerry and Suzanne Flynn John Putnam Diana & Ted Allen Becky & Jai Winding Brenda Anderson & Tom Robbi Ann & Hank Bennett Wright The Chuck Block Family Jennie & Fritz Burkart Rita & Bill Eickstons Gail & Don Didden Maida & Wally Hastings John McInnes Melinda & Gustaf Soderberg Colleen McAndrews & Rob Wood Bill Young Judy & Ted Howells Katherine & Dale Kiefo Karen & Gary Shaw Daniela & Doug Winters Arnie Wisniewski Mav & Michael Wojciechowski Kay-Hoew The Young Family The Ramsey Family</p>
<p>VISIONARY'S CIRCLE Tina & Rick Caruso</p>				

Exhibit C
Recognition Signage (Continued)

Armed Forces Recognition Panels – Details



The language included on the Armed Forces Recognition Panels is provided on following page.

Exhibit C

Recognition Signage (Continued)

Armed Forces Recognition Panel Content:

The Military Branch panels will include the name of the Military Branch, the date the Branch was established, the Branch Insignia and a statement gratitude from RAP to the DONOR who contributed to the particular outdoor living room.

Below is sample statement of gratitude, using the name of a fictional donor:

Provided by Joe and Clara Smith
Honoring Sergeant John Smith for his service in Desert Storm

The Armed Forces Recognition Panels shall also include at the base of each panel, certain lyrics from respective Military Branch songs:

<u>MARINES</u>	<u>NAVY</u>	<u>ARMY</u>	<u>AIR FORCE</u>	<u>COAST GUARD</u>
"From the Halls of Montezuma To the shores of Tripoli; We fight our country's battles On the land as on the sea; First to fight for right and freedom And to keep our honor clean; We are proud to claim the title Of United States Marine.	Anchors Aweigh, my boys, Anchors Aweigh. Farewell to foreign shores, We sail at break of day ay ay ay. Through our last night ashore, Drink to the foam, Until we meet once more. Here's wishing you a happy voyage home.	Then it's Hi! Hi! Hey! The Army's on its way. Count off the cadence loud and strong For where e'er we go, You will always know That The Army Goes Rolling Along.	Off we go into the wild blue yonder, Climbing high into the sun; Nothing'll stop the U.S. Air Force!	Through surf and storm and howling gale, High shall our purpose be. Semper Paratus is our guide, Our fame, our glory too. To fight to save or fight and die. Aye! Coast Guard, we are for you.

Exhibit C

Recognition Signage (Continued)

The Following Renderings replace the rendering and language on previous pages.

Armed Forces Recognition Panel Content:

<p>Established October 13, 1775</p>  <p>THE NAVY GARDEN ROOM</p> <p>The Navy Garden Room is dedicated in honor of Naval Reserve, Lieutenant Commander Leonard H. McRoskey, who served in the Navy in World War II.</p> <p>This memorial was made possible by a donation from the McRoskey family to honor Leonard H. McRoskey.</p> <p>The Department of Recreation and Parks thanks the McRoskey family for the generous contribution to the Navy Garden Room.</p>  <p>Please click on the QR Code to learn more about the veterans honored in this park.</p> <p>Disclaimer: The Department of Recreation and Parks is providing this QR Code to allow park goers the opportunity to learn more about the veterans honored in this park. The QR Code will take users to a website that is not maintained by or under the control of the City of Los Angeles. The City of Los Angeles is not responsible for the content of this website, for a user's inability to use the website, or for any injuries or damages that may arise from the use of the website or the information contain on the website.</p>	<p>Established September 17, 1947</p>  <p>THE AIR FORCE GARDEN ROOM</p> <p>The Air Force Garden Room is dedicated in honor of Frank Skinner, who served in the Army Air Force during World War II as a 2nd Lieutenant and Richard Partridge, who served in the Air Force during the Korean War as an Airman 1st Class and helicopter mechanic.</p> <p>This memorial was made possible by a donation from Mike and Carey Skinner to honor Frank Skinner and Richard Partridge.</p> <p>The Department of Recreation and Parks thanks the Skinner Family for its generous contribution to the Air Force Garden Room.</p>  <p>Please click on the QR Code to learn more about the veterans honored in this park.</p> <p>Disclaimer: The Department of Recreation and Parks is providing this QR Code to allow park goers the opportunity to learn more about the veterans honored in this park. The QR Code will take users to a website that is not maintained by or under the control of the City of Los Angeles. The City of Los Angeles is not responsible for the content of this website, for a user's inability to use the website, or for any injuries or damages that may arise from the use of the website or the information contain on the website.</p>
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Exhibit C
Recognition Signage (Continued)

Armed Forces Recognition Panel Content (Continued)

<p>Established June 14, 1775</p>  <p>THE ARMY GARDEN ROOM</p> <p>The Army Garden Room is dedicated in honor of William L. Bagnard, who served in World War II with the 29th Infantry Division of the First U.S. Army.</p> <p>This memorial was made possible by a donation from the <u>Bagnard</u> family to honor William L. Bagnard.</p> <p>The Department of Recreation and Parks thanks the <u>Bagnard</u> family for its generous contribution to the Army Garden Room.</p>  <p>Please click on the QR Code to learn more about the veterans honored in this park.</p> <p>Disclaimer: The Department of Recreation and Parks is providing this QR Code to allow park goers the opportunity to learn more about the veterans honored in this park. The QR Code will take users to a website that is not maintained by or under the control of the City of Los Angeles. The City of Los Angeles is not responsible for the content of this website, for a user's inability to use the website, or for any injuries or damages that may arise from the use of the website or the information contain on the website.</p>	<p>Established November 10, 1775</p>  <p>THE MARINE CORPS GARDEN ROOM</p> <p>The Marine Garden Room is dedicated in honor of Naval Reserve Lieutenant JG Bob Sinnott and his father, Dr. John Sinnott Jr., a Captain in the Army Medical Corps, and Marine Corps Lieutenant Colonel Donald Kendall.</p> <p>This memorial was made possible by a donation from Bob and Rosa Sinnott to honor the Sinnott and Kendall family members who served in the Armed Forces.</p> <p>The Department of Recreation and Parks thanks the Sinnott Family for the generous contribution to the Marine Corps Garden Room.</p>  <p>Please click on the QR Code to learn more about the veterans honored in this park.</p> <p>Disclaimer: The Department of Recreation and Parks is providing this QR Code to allow park goers the opportunity to learn more about the veterans honored in this park. The QR Code will take users to a website that is not maintained by or under the control of the City of Los Angeles. The City of Los Angeles is not responsible for the content of this website, for a user's inability to use the website, or for any injuries or damages that may arise from the use of the website or the information contain on the website.</p>
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Exhibit C
Recognition Signage (Continued)

Armed Forces Recognition Panel Content (Continued)

The following Coast Guard Panel has not been sponsored yet. Future content shall be subject to BOARD approval prior to installation.

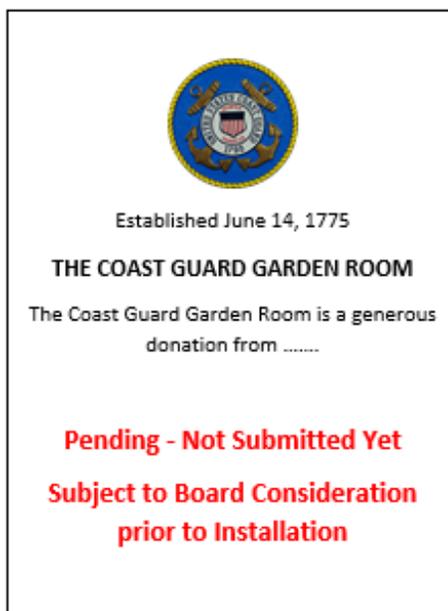


Exhibit C

Recognition Signage (Continued)

The following Bocce Court Recognition Plaques have not been sponsored yet. Future content shall be subject to BOARD approval.

Bocce Court Recognition Signage:

Each Bocce Court will have a simple plaque (12" x 24") set within the pavement adjacent to the court that identifies the number of the court and its principal sponsor. ~~Each plaque would appear as follows, using examples with fictional donors~~The content of each plaque shall conform to the RAP Sponsorship Recognition Policy, with proposed content to be subject to BOARD approval prior to installation:

Court One: ~~In honor of Jimmy Smith and provided by his Friends~~

Court Two: ~~Provided by Michael and Susie Smith~~

Court Three: ~~Honoring Pamela Smith~~

Exhibit D

Insurance Requirements and Instructions

Required Insurance and Minimum Limits

Name: Contractors working on installation of improvements at Rosecrans Recreation Center Date: 11/01/2018

Agreement/Reference: Agreement with Los Angeles Parks Foundation for installation of improvements at Rosecrans Recreation Center
Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

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

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

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 should 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 required method of submitting your documents. **KwikComply** 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. **KwikComply** 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 **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Contractor must provide City a thirty (30) day notice of cancellation (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.

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 **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.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 **KwikComply** at <https://kwikcomply.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), or by calling (800) 420-0555.

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

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

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

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

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

12. **Cyber Liability and Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the City employees' and/or City customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

**AGREEMENT
BETWEEN CITY OF LOS ANGELES
AND
YOUR PALISADES PARK IMPROVEMENT CORPORATION
FOR THE MAINTENANCE AND SUPPORT OF VETERANS GARDENS**

This AGREEMENT ("AGREEMENT") is entered into as of _____ 20____ ("COMMENCEMENT DATE") by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners ("CITY"), and Your Palisades Park Improvement Corporation, a 501(3)(c) public benefit corporation ("YOUR PARK"). CITY and YOUR PARK may be referred to herein individually as "PARTY" or collectively as "PARTIES."

WHEREAS, CITY, through its Department of Recreation and Parks ("RAP"), owns and operates real property commonly known as Palisades Recreation Center ("CENTER"), located at 851 Alma Real Drive, Pacific Palisades, California 90272; and

WHEREAS, YOUR PARK's purpose as a charitable organization is to improve Palisades Recreation Center and the adjacent Potrero Canyon Park, each a public park operated by RAP; and,

WHEREAS, CITY and YOUR PARK entered into Agreement No. 3726 on September 23, 2019, which was subsequently amended and restated on _____, 2021 (Report No. 21-____ / Amended Agreement No. XXXX) ("GIFT AGREEMENT") setting forth the terms and conditions for the development of the "Veterans Gardens" project ("PROJECT") funded by YOUR PARK and developed at no cost to RAP, consisting of three (3) bocce courts, and five (5) "Garden Rooms" dedicated to each of the five (5) branches of the United States Military (Army, Navy, Airforce, Marines, and Coast Guard), which include a flagpole monument, picnic tables, barbecues, lawn and landscaping areas with irrigation systems, and decomposed granite (DG) walkways, (collectively "VETERANS GARDENS"), for the benefit and enjoyment of the general public and located within the CENTER, as depicted by the PROJECT rendering and site plan (collectively, "PROJECT RENDERING") attached hereto and incorporated herein by reference as Exhibit A; and,

WHEREAS, YOUR PARK designed and developed VETERANS GARDENS entirely with funds raised from the private sector by YOUR PARK and is committed to supporting VETERANS GARDENS on an on-going basis to ensure a high standard of maintenance for the bocce courts and the entire VETERANS GARDENS; and,

WHEREAS, YOUR PARK has established a gift fund from donations and pledges received from the private sector for the purpose of providing YOUR PARK with the financial capacity necessary to support the preservation and maintenance of VETERANS GARDENS into the future ("GIFT FUND"), including contracting with a qualified and

appropriately licensed landscape company hired by and funded at YOUR PARK's sole expense, to maintain VETERANS GARDENS, including the bocce courts, throughout the term of his AGREEMENT, in coordination with and subject to the direction and approval of the Superintendent of the RAP Maintenance Division or designee ("Superintendent of Maintenance"), pursuant to the terms and conditions of this AGREEMENT, as more fully described herein; and,

WHEREAS, to supplement RAP's existing and future recreational programming at the CENTER and in consideration for YOUR PARK's commitments and obligations contained in this AGREEMENT, YOUR PARK shall be entitled to obtain from RAP a non-exclusive permit, free of charge, for use of the bocce courts and picnic areas, as more fully set forth in this AGREEMENT; and,

WHEREAS through this AGREEMENT, RAP and YOUR PARK have agreed to establish and implement a collaborative working relationship for the maintenance of VETERANS GARDENS; and,

WHEREAS, the Board of Recreation and Park Commissioners ("BOARD") has approved this AGREEMENT at its meeting on _____ *date* _____, 2020 (Report No. *XX-XXX*).

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

1. USE OF VETERANS GARDENS.

In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to YOUR PARK by this AGREEMENT, the non-exclusive use of VETERANS GARDENS for the activities described below in Section 5 of this AGREEMENT ("PERMITTED USES"), which includes the maintenance of VETERANS GARDENS as described in this AGREEMENT ("MAINTENANCE"). YOUR PARK agrees to perform such MAINTENANCE in accordance with this AGREEMENT and shall remain primarily liable for the MAINTENANCE whether such MAINTENANCE is performed through a direct contract by YOUR PARK with a qualified, licensed landscape company hired and funded by YOUR PARK or otherwise. RAP shall have no obligation to provide staff, supplies, equipment, services, or funding for the MAINTENANCE.

2. TERM AND TERMINATION.

The term of this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be **three (3) years** from the COMMENCEMENT DATE, subject to annual performance evaluations (ANNUAL PERFORMANCE REVIEWS) more fully described below in Section 3 of this AGREEMENT.

- a. Commencement and Expiration. This AGREEMENT shall take effect on the COMMENCEMENT DATE above, and shall end upon the expiration of the TERM.
- b. Termination. In addition to the City's right terminate this AGREEMENT for an uncured breach or default as set forth in Section 19, CITY and YOUR PARK may terminate this AGREEMENT upon written notice of termination given to the other party no less than sixty (60) days prior to the date of termination.

Cease to Operate. The phrase "cease to operate" shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of YOUR PARK's corporate charter or grant of non-profit status, unless the same is reinstated within sixty (60) calendar days after such termination; (ii) a material change in YOUR PARK's purposes or function as contained in YOUR PARK's corporate charter or grant of non-profit status ("Stated Purposes"); (iii) a material change in the delivery of services by YOUR PARK from that described herein; or (iv) the failure of YOUR PARK to use the PREMISES for any of the PERMITTED USES or any other default of the terms and conditions or other obligations contained in this AGREEMENT, for a consecutive period of sixty (60) calendar days; unless prevented from doing so because of damage, destruction, major repairs or refurbishment of the improvements within the PREMISES, or for reasons beyond YOUR PARK's control. Under such circumstances, YOUR PARK shall immediately cease and desist from all activities permitted under this AGREEMENT, and this AGREEMENT and any permits which may have been issued pursuant to Section 6 of this AGREEMENT shall be deemed terminated upon YOUR PARK's receipt of such notification of immediate termination from RAP.

3. ANNUAL PERFORMANCE REVIEWS.

YOUR PARK agrees to participate in ANNUAL PERFORMANCE REVIEWS which shall be conducted by the RAP General Manager or his or her designee, to determine the feasibility and benefit of continuing the collaborative relationship between the PARTIES under this AGREEMENT.

- a. Continuance of the CITY's collaboration with YOUR PARK under this AGREEMENT shall be, without limitation, contingent upon a favorable ANNUAL PERFORMANCE REVIEW, which shall include, but not be limited to:
 - (i) An evaluation of YOUR PARK's compliance with the terms and conditions of this AGREEMENT;
 - (ii) Submission of an annual performance report by YOUR PARK for RAP review, as described below in Section 3.b., discussing the MAINTENANCE of VETERANS GARDENS, including any highlights and successes, as well as any challenges or issues;

- (iii) Adequacy of YOUR PARK's funding to fulfill its obligations under this AGREEMENT, for the primary benefit of the general public, and;
 - (iv) YOUR PARK's cooperation with CITY staff.
- b. Every year during the TERM of this AGREEMENT, for purposes of completing the ANNUAL PERFORMANCE REVIEW process, YOUR PARK shall submit to RAP during the period of July 1st through August 1st, an annual performance or MAINTENANCE report ("PERFORMANCE REPORT") based on the prior fiscal year's MAINTENANCE activities. The CITY'S fiscal year end is June 30th.
- c. This PERFORMANCE REPORT shall include:
 - (i) Annual Budget, and Report of Income and Expenditures related to the MAINTENANCE activities and permitted bocce court activities, including fundraising in support of such MAINTENANCE;
 - (ii) Data on and description of MAINTENANCE activities, including information on any changes, challenges, and/or achievements;
 - (iii) Copies of any contracts and invoices regarding MAINTENANCE activities for the subject fiscal year; and
 - (iv) Data on any fundraising activities in support of the MAINTENANCE activities and fees collected for any activities permitted pursuant to Section 6 of this AGREEMENT.
- d. The RAP General Manager or his or her designee reserves the right to request additional materials or clarifying information following an initial review of the submitted PERFORMANCE REPORT.
- e. CITY's approval to continue the collaborative relationship shall be based in part, without limitation, on findings obtained through the ANNUAL PERFORMANCE REVIEW, evaluation of the PERFORMANCE REPORT, and interviews with RAP's operations and maintenance staff at the CENTER. A sample Performance Evaluation Form is attached hereto and incorporated herein by reference as Exhibit C. Results of the ANNUAL PERFORMANCE REVIEW may be used in determining future collaborations with YOUR PARK as well as the continued collaboration under this AGREEMENT. CITY shall not unreasonably withhold its determination of the ANNUAL PERFORMANCE REVIEW.

4. ACCESS TO THE FIELD.

YOUR PARK shall, and shall ensure that any authorized third party associated with the MAINTENANCE of VETERANS GARDENS, abide by the terms and conditions expressed in this AGREEMENT, and will cooperate fully with CITY's employees in the performance of their duties. YOUR PARK shall be primarily responsible and liable for the actions or omissions of any third party associated with the MAINTENANCE activities, and RAP on-site staff shall be made aware of such third-party activities.

Use of VETERANS GARDENS by RAP shall take precedence during all time periods other than the days and hours of use allocated to YOUR PARK pursuant to a permit issued in accordance with Section 6 of this AGREEMENT. Authorized representatives, agents, and employees of CITY shall have the right to enter VETERANS GARDENS at any time. If required for public safety as may be determined by the CITY, CITY may immediately suspend and/or terminate YOUR PARK activities at VETERANS GARDENS.

5. PERMITTED USES AND OBLIGATIONS.

YOUR PARK shall not deviate, expand, or change the scope of PERMITTED USES without the prior written approval and consent of the BOARD through an amendment to this AGREEMENT.

YOUR PARK, at its sole cost and expense, shall:

- a. Provide for the MAINTENANCE of VETERANS GARDENS as described in Section 8 below, and more particularly described in the MAINTENANCE description attached hereto and incorporated herein by reference as Exhibit B, subject to coordination with and approval by the RAP Superintendent of Maintenance or designee.
- b. Have responsibility for obtaining all necessary permits and/or authorizations from RAP, subject to approval by the Recreation Superintendent, for use of the bocce courts and picnic tables. Such permits shall be issued by RAP at no cost or expense to YOUR PARK in accordance with this AGREEMENT.
- c. Provide sufficient staff, contracted or otherwise, to provide the MAINTENANCE as stipulated herein, including the provision of such services and all associated materials, supplies, equipment, and funds necessary for such MAINTENANCE to the reasonable satisfaction of RAP.
- d. Ensure that YOUR PARK's protocol for selecting and authorizing any person to provide MAINTENANCE services at VETERANS GARDENS complies with applicable CITY, State, and/or Federal laws, regulations and protocols for employees, volunteers, contractors and subcontractors engaging in the

MAINTENANCE of VETERANS GARDENS, such as but not limited to certifications, licenses, background checks, and fingerprinting.

- e. Punctually pay or cause to be paid all financial obligations incurred by YOUR PARK in connection with the MAINTENANCE of VETERANS GARDEN. YOUR PARK shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with YOUR PARK's MAINTENANCE of VETERANS GARDENS.
- f. Ensure that no photographs of minors or depiction of their likeness is included in any YOUR PARK publication without obtaining prior written consent from the child's parent or legal guardian.
- g. Prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages), which is NOT one of the PERMITTED USES authorized herein, and therefore shall not be allowed to occur at VETERANS GARDENS under any circumstances. YOUR PARK may request authorization from RAP for any event(s) and/or activity(s) involving alcoholic beverages, in accordance to RAP Policy and subject to BOARD approval.
- h. Be responsible for the actions of all individuals, vendors, contractors, and/or organizations (collectively "Third-Parties) participating in the MAINTENANCE at VETERANS GARDENS and shall ensure that such Third-Parties agree in writing to abide by all conditions set forth in this AGREEMENT.
- i. Ensure that any MAINTENANCE activities are conducted with minimal interference (as determined by the CITY in its sole discretion) to the enjoyment of VETERANS GARDENS and the CENTER by members of the general public.

6. PERMIT FOR BOCCE COURT USE.

VETERANS GARDENS shall be managed by RAP through RAP's Director in Charge for the CENTER ("DIC"), who will oversee and coordinate YOUR PARK's permitted use of the bocce courts and picnic areas, with that of the CENTER and general public. In consideration for YOUR PARK's performance of MAINTENANCE and its other obligations under this AGREEMENT, RAP shall provide to YOUR PARK times of use for the bocce ball courts and picnic areas at VETERANS PARK ("BOCCE BALL COURTS"), free of charge, for bocce ball league play, tournaments and other related activities. Such use of the BOCCE BALL COURTS shall be authorized pursuant to a facility use permit ("PERMIT") issued by RAP at no cost to YOUR PARK. YOUR PARK shall not have an exclusive right to the issuance of any such PERMIT, and such PERMIT shall be issued at the discretion of RAP's Valley/Shoreline Region Superintendent and in coordination with on-site RAP staff. The issuance of such

PERMIT shall be conditioned on the submission by YOUR PARK of a facility use permit application to the DIC and will be in a form and manner as required by RAP consistent with RAP policies and procedures. Upon approval of such permit application and issuance thereof, all PERMIT related activities shall be coordinated by YOUR PARK with the DIC. The PERMIT shall be similar to those permits issued by RAP to various youth and adult sports organizations.

Bocce League and Event Fees. YOUR PARK may collect fees for public participation in bocce related leagues, tournaments, and related activities operated under PERMIT by YOUR PARK during the term of this AGREEMENT. Such fees shall not be in excess of an amount comparable to those fees charged by organizations offering similar bocce related programs, services, and activities and shall be consistent with RAP's Schedule of Rates and Fees for such programs, services and activities. RAP may require by written notice to YOUR PARK that any such fees be reduced should such fees be deemed to be excessive in the sole discretion of the General Manager of RAP.

All fees received by YOUR PARK from the operation of bocce leagues, tournaments and/or related activities will be strictly accounted for as provided herein and shall be applied exclusively to the purpose of preserving and maintaining VETERANS GARDENS. Such funds shall not be comingled with other funds of YOUR PARK unrelated to this AGREEMENT or the maintenance of VETERANS GARDENS. Such fees shall be disclosed and included in the Revenue and Expense Reports provided annually throughout the TERM of this AGREEMENT, as part of the ANNUAL PERFORMANCE REVIEW process.

Nothing in this AGREEMENT shall prohibit YOUR PARK from submitting an application for a permit for any other use of the CENTER or VETERANS GARDENS, such permit to be issued in the sole discretion of RAP consistent with RAP policies and procedures.

7. PARKING.

During the Term of this AGREEMENT, YOUR PARK, its staff, and public patrons and/or guests, whether or not involved in YOUR PARK activities at the VETERANS GARDENS, shall have the non-exclusive right to park vehicles within any available parking spaces at the CENTER on a first-come-first-served basis. Exclusive or designated parking shall not be allowed, unless previously approved in writing by the RAP General Manager or his or her designee.

8. MAINTENANCE OF THE VETERANS GARDENS.

During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, YOUR PARK, at its sole cost and expense, shall perform

MAINTENANCE of VETERANS GARDENS, including the bocce courts, through a qualified and licensed landscape company (“CONTRACTOR”) contracted by YOUR PARK. Such MAINTENANCE shall be as described below and in Exhibit B.

a. Maintenance Oversight and Coordination:

- (i) The Maintenance Superintendent will approve CONTRACTOR MAINTENANCE activities in advance of any such activities occurring. Such approval shall include CONTRACTOR work hours during which time MAINTENANCE will be performed pursuant to Section 8.b. below and the maintenance specifications attached hereto and incorporated herein by reference as Exhibit B.
- (ii) YOUR PARK shall immediately report any damages to VETERANS GARDENS that occur during YOUR PARK's activities or performance of MAINTENANCE by the CONTRACTOR, or by vandalism. YOUR PARK recognizes that any damage which remains unrepaired may constitute a hazard to safety and thereby agrees to be responsible for and repair at its sole expense any damage to VETERANS GARDENS, including above and below-ground irrigation systems, or the CENTER caused by YOUR PARK's MAINTENANCE and/or bocce related PERMIT activities, its participants, vendors, contractors, or other entity associated with YOUR PARK's activities. The DIC, in coordination with RAP Maintenance staff, will work closely with YOUR PARK to ensure that needed repairs are performed by YOUR PARK in a timely and appropriate manner to the mutual satisfaction of RAP. To the extent that any such repairs are not made, YOUR PARK waives any and all claims against CITY for damages or indemnification as a result of the failure to make such repairs.

b. Maintenance Performed by Landscape Contractor:

- (i) YOUR PARK shall contract directly with CONTRACTOR to perform the MAINTENANCE at VETERANS GARDENS, making contract payments directly to CONTRACTOR. In no event shall CITY be responsible or liable for any payments to CONTRACTOR related to any MAINTENANCE services or activities.
- (ii) CONTRACTOR general duties at VETERANS GARDENS shall include but not be limited to, the upkeep of the outdoor living rooms and picnic areas, flagpole monument and signage, greens and landscaping including irrigation systems, and walkways, and the bocce courts, as described further by Exhibit B and in coordination with the DIC and RAP Maintenance Staff, subject to the approval of the Maintenance Superintendent.

- (iii) YOUR PARK shall ensure that no hazardous or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, is permitted or allowed to remain on VETERANS GARDENS unless such materials are necessary for the maintenance or operation of VETERANS GARDENS and are located in an appropriate enclosure, subject to the prior approval of RAP.
- (iv) At all times, YOUR PARK shall remain primarily liable to the CITY for all MAINTENANCE of VETERANS GARDENS and all acts and omissions of its CONTRACTOR in connection with the MAINTENANCE at VETERANS GARDENS.

9. CONSIDERATION.

Pursuant to the terms and conditions of this AGREEMENT, the consideration for this AGREEMENT in exchange for YOUR PARK's use of the VETERANS GARDENS as described herein, shall be, in addition to other covenants and conditions of this AGREEMENT, the provision of MAINTENANCE for VETERANS GARDENS by YOUR PARK through one (1) or more direct contracts of YOUR PARK with a qualified and licensed landscape maintenance company, all for the benefit of the general public and in accordance with this AGREEMENT.

YOUR PARK has agreed to contract directly with a qualified and licensed landscape company ("CONTRACTOR"), to perform the MAINTENANCE at VETERANS GARDENS as described herein, making contract payments directly to CONTRACTOR. YOUR PARK shall ensure that such CONTRACTOR's general duties at VETERANS GARDENS shall include but not be limited to, the upkeep of the outdoor living rooms and picnic areas, flagpole monument and signage, greens and walkways, and the bocce courts, in coordination with the DIC and RAP Maintenance Staff, subject to the approval of the Maintenance Superintendent.

10. ALTERATIONS, IMPROVEMENTS, AND REPLACEMENTS.

No material physical alterations, additional improvements, removal and/or replacements ("Alterations") shall be made to VETERANS GARDENS without the prior written authorization of the RAP General Manager or designee. In the event any such Alterations are proposed by YOUR PARK, YOUR PARK shall provide CITY detailed information and specifications for review and written approval by CITY, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information, and any other information reasonably requested by CITY. Unless otherwise agreed to in advance in writing, all project associated costs shall be paid at the sole expense of YOUR PARK.

13. INSURANCE.

Before accessing and using VETERANS GARDENS under this AGREEMENT, and periodically as required during its TERM, YOUR PARK shall furnish CITY with evidence of insurance on an annual basis, from firms reasonably acceptable to CITY and approved to do such business in the State of California. YOUR PARK or any of its third-party vendors providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agents, employees, assigns and successors in interest as an additional insured for all required coverage(s), as applicable. YOUR PARK will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to CITY's Risk Manager and shall include the types and minimum limits set forth in Exhibit D attached hereto and incorporated herein by reference.

- a. YOUR PARK shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving YOUR PARK thirty (30) calendar days written notice.
- b. If any of the required insurance contains aggregate limits or applies to other operations of YOUR PARK outside of this AGREEMENT, YOUR PARK shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. YOUR PARK shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within thirty (30) calendar days of the knowledge of same.
- c. If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY's interest, YOUR PARK will provide CITY at least thirty (30) calendar days (ten (10) calendar days for non- payment of premium) prior written notice of such intended election. The notice will be sent by receipted delivery addressed as follows: City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, California 90012, or to such address as CITY may specify by written notice to YOUR PARK.
- d. YOUR PARK's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate this AGREEMENT, or, at its discretion, pay to procure or renew such insurance to protect CITY's interest, and YOUR PARK agrees to reimburse CITY for all money so paid for such procurement or renewal.

- e. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of YOUR PARK's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

14. INDEMNIFICATION.

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, YOUR PARK shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, (1) attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), (2) damages or liability of any nature whatsoever, (3) for death or injury to any person, including YOUR PARK's employees and agents, or (4) damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by YOUR PARK, its subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT. This provision will survive expiration or termination of this AGREEMENT.

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

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

15. PUBLICITY. CITY and YOUR PARK 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 and the MAINTENANCE of VETERANS GARDENS under this AGREEMENT, except as may be legally required by applicable laws, regulations, or judicial order. CITY and YOUR PARK agree to notify each other in writing of any press release, public announcement, marketing or promotion of the MAINTENANCE prior to implementation. Further, any such press release, public announcement, marketing materials, or brochures prepared by YOUR PARK shall appropriately acknowledge the contributions of both CITY and YOUR PARK and shall be subject to prior approval by RAP before release.

To the extent stipulated in any grant agreement with respect to the MAINTENANCE, CITY and YOUR PARK shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement or donor (collectively, "Grantor"), and shall provide the opportunity for attendance and participation by Grantor representatives. Further, CITY and YOUR PARK shall coordinate the scheduling and organization of any public or media event with respect to the MAINTENANCE, to provide the opportunity for attendance and participation by officials and/or representatives of both CITY and YOUR PARK; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or YOUR PARK, in whole or in part, with respect to the MAINTENANCE in connection thereto, shall contain any acknowledgements required under any such grant agreement.

YOUR PARK agrees that any public release or distribution of information related to this AGREEMENT or MAINTENANCE, or any related project, 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".

16. SIGNAGE.

No signs or banners (if applicable) of any kind will be displayed unless previously approved in writing by the RAP General Manager or designee. RAP may require removal or refurbishment, at YOUR PARK's expense, of any sign previously approved. The Board has previously approved in concept certain recognition signage as set forth in Exhibit C of the GIFT AGREEMENT. No additional signage is contemplated under this AGREEMENT. Any additional signage proposed for installation in the future shall be subject to approval by RAP and the BOARD prior to installation.

17. FILMING.

It is the policy of the CITY to facilitate the use of City-controlled properties as film locations when appropriate. RAP has established a Park Film Office to coordinate use of park areas for film production purposes. Any commercial filming at VETERANS GARDENS shall be subject to approval by RAP and the Film Office. All fees for use of VETERANS GARDENS by film production companies shall be established and collected by the Film Office in accordance with CITY and RAP policies. The Park Film Office may be reached at (323) 644-6220. YOUR PARK shall not charge any fees for film production conducted at VETERANS GARDENS.

18. BREACH OR DEFAULT BY YOUR PARK.

The following occurrences constitute events of breach or default of this AGREEMENT: YOUR PARK materially fails in the performance of any provision or condition of this AGREEMENT, such as failure to maintain required insurance coverage, failure to comply with applicable legal requirements, failure to fulfill the obligation to fund the maintenance, and repair of VETERANS GARDENS as specified herein, or failure to comply with any other obligations of this AGREEMENT. YOUR PARK's attempt to assign rights or obligations under this AGREEMENT without CITY's prior written consent shall also constitute an event of breach or default.

YOUR PARK shall not be considered in breach or default of this AGREEMENT should YOUR PARK not be able to provide MAINTENANCE services due to reasons beyond its control, such as in the case of declared emergencies due to pandemics and natural disasters such as earthquakes; provided that YOUR PARK promptly resumes its MAINTENANCE obligations as soon as such reasons allow.

19. BREACH OF DEFAULT BY YOUR PARK - CITY'S REMEDIES.

Upon the occurrence of one or more events of breach or default by YOUR PARK, CITY may, at its election and without waiving any right to select any other remedy provided in this Section or elsewhere in this AGREEMENT, initiate any of the following:

- a. **Notice to Cure Breach or Default.** CITY may issue a written notice of breach or default to YOUR PARK, and if YOUR PARK does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may, by delivering a second written notice to YOUR PARK, terminate this AGREEMENT without further delay, whereupon YOUR PARK shall vacate VETERANS GARDENS and remove all its personal belongings within fourteen (14) calendar days of said notice. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.

22. NO JOINT VETURE 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. YOUR PARK shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will YOUR PARK represent itself to be an agent of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in YOUR PARK the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

23. RELATIONSHIP OF PARTIES.

PARTIES agree that no other party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other party, except as expressly provided herein.

24. ORDINANCES AND STANDARD PROVISIONS.

The "Standard Provisions for Contracts (Rev. 10/17 [v.3])" are incorporated herein by reference and attached hereto as Exhibit E. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 10/17 [v.3])" and this AGREEMENT, the language of this AGREEMENT shall prevail. YOUR PARK and "Contractor" have the same meaning for purposes of the "Standard Provisions for City Contracts (Rev. 10/17 [v.3])."

25. MERCHANDISE.

No merchandise shall be sold by YOUR PARK at VETERANS GARDENS without the prior written consent of the RAP General Manager or designee.

26. SAFETY PRACTICES.

YOUR PARK shall correct its violations of safety practices immediately. YOUR PARK shall cooperate fully with CITY in the investigation of accidents or deaths occurring at VETERANS GARDENS or at the CENTER. In the event of death or serious injury (requiring an emergency room hospital visit) at VETERANS GARDENS, YOUR PARK must notify the DIC at the CENTER as soon as possible, but no later than twenty-four (24) hours after YOUR PARK becomes aware of the incident.

Notice of non-serious injuries occurring at VETERANS GARDENS shall be provided to the DIC within seventy-two (72) hours. YOUR PARK shall keep internal documentation of the incident(s) at VETERANS GARDENS and provide the DIC with

such documentation upon request for review by the RAP General Manager or designee.

27. SUSPECTED CHILD ABUSE.

YOUR PARK or YOUR PARK's volunteers, agents, contractors and subcontractors, and/or any person participating in YOUR PARK's MAINTENANCE or activities at VETERANS GARDENS must contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at VETERANS GARDENS. YOUR PARK shall also notify the DIC within twenty-four (24) hours of any such report.

28. INCORPORATION OF DOCUMENTS. This AGREEMENT and incorporated documents represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference.

Exhibit A: Site Plan

Exhibit B: MAINTENANCE Description

Exhibit C: Annual Performance Review Questionnaire

Exhibit D: Insurance Requirements and Instructions

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

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

[SIGNATURE PAGE FOLLOWS]

This AGREEMENT shall supersede any prior oral or written understanding, communications, or agreements between the PARTIES, and constitutes the entire agreement of the PARTIES with respect to the subject matter hereof. This AGREEMENT shall not be amended or modified, except in writing and 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

YOUR PALISADES PARK IMPROVEMENT CORPORATION, a 501(c)(3) California non-profit corporation

By: _____
President

By: _____

By: _____
Secretary

Title: _____

Date: _____

By: _____

APPROVED AS TO FORM:

Title: _____

MICHAEL N. FEUER, City Attorney

Date: _____

By: _____
Deputy City Attorney

Date: _____

EXHIBIT A

Site Plan

Palisades Recreation Center and Veterans Gardens
851 Alma Real Drive, Pacific Palisades, California 90272





1. Picnic Area
2. Flag Pole Monument
3. Bocce Courts



EXHIBIT B

Veterans Gardens Maintenance Specifications

In accordance with the terms and conditions of this AGREEMENT, and with the exception of the large trees which are preexisting to the development of Veterans Gardens and which shall remain the responsibility of RAP, YOUR PARK shall be responsible for the performance of Veterans Gardens maintenance responsibilities at YOUR PARK's sole expense and at no cost to RAP. Such responsibilities shall be fulfilled by YOUR PARK through a contract with one or more licensed grounds maintenance CONTRACTOR, as described by this AGREEMENT, with applicable and appropriate certifications and qualifications. YOUR PARK shall be responsible for the status and conduct of said CONTRACTOR(s), including but not limited to ensuring that appropriate levels of insurance are maintained in accordance with the Minimum Insurance Requirements attached hereto as Exhibit D.

- a. **Furnishings:** Your Park shall maintain the cleanliness, appearance and functionality of Veterans Gardens and its picnic areas, commemorative panels, trash containers, tables, benches, barbecues, bocce courts, irrigation systems, and drinking fountain. When required, YOUR PARK shall apply a RAP approved wood-finish to the wood surfaces of tables and benches [e.g., the manufacturer specified Penofin Penetrating Oil Finish for Harwood]. YOUR PARK shall arrange for the performance of all necessary deferred maintenance, and take action to assure that any maintenance or repair that cannot be deferred [e.g., a broken water line or sprinkler head] receives immediate attention, subject to notice to RAP and adherence to any reasonable RAP instructions or requirements.
2. **Lawns, Gardens, Picnic Areas and Walkways:** YOUR PARK shall maintain the health and appearance of the lawns and landscaping within Veterans Gardens and around existing park fencing, using RAP approved fertilizers for the lawns [e.g. Marathon All Season Fertilizer 24-2-4] and landscaping [e.g. Gro Power Plus], and replacing plant material as necessary. "Grounds maintenance" shall also include, but not be limited to (i) trimming hedges, shrubs and trees planted by YOUR PARK, to maintain the desired height, size and shape, subject to inspection and input from RAP, (ii) rake the DG surfaces of the walkways and picnic areas in alternating directions, as may be necessary to prevent erosion, and (iii) be responsible for irrigation repairs and irrigation controllers in compliance with the Los Angeles Department of Water and Power's Water Conservation Ordinance.
3. **Bocce Courts:** Your PARK shall be responsible for the maintenance and upkeep of the bocce ball courts, at YOUR PARK's sole expense and no cost to RAP. Such maintenance and upkeep shall be performed in accordance with industry standards or bocce courts consisting of specific materials and surfaces of the Veterans Gardens bocce courts.

EXHIBIT C

Annual Performance Review Questionnaire



City of Los Angeles Department of Recreation and Parks Partnership Section

ANNUAL PERFORMANCE REPORT

ORGANIZATION NAME: _____

ADDRESS: _____

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

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

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

A. MAINTENANCE PROGRAM

1. Describe the MAINTENANCE program in general and/or service(s) offered.
2. What is the MAINTENANCE schedule days and hours of operation?
3. How many staff are used to perform the MAINTENANCE services on a regular basis?
4. How many employees does the organization have?
5. Did the Organization use any volunteers to perform the MAINTENANCE services?
6. Are any of the staff specialized, licensed, certified, or extraordinarily experienced in a specific field? Please explain briefly.
7. List the achievements and/or challenges that occurred during this MAINTENANCE performance period.
8. Please provide a copy of any maintenance reports or other documentation pertaining to the performance of MAINTENANCE at Veterans Gardens, provided to YOUR PARK by the landscape/maintenance vendor under contract to perform the MAINTENANCE during the subject performance period.

B. FINANCIAL

1. Provide the schedule of rates and fees for the public programs and services offered under PERMIT.
2. Did the bocce related league and/or tournament rates/fees charged to the public increase during this performance period?

3. Please provide a performance period Profit and Loss Report.
4. Please provide the Annual Budget for the upcoming performance period (fiscal year).
5. Please provide a copy of the organization's IRS most recent 990 form filed with the Internal Revenue Service (IRS).

C. SAFETY COMPLIANCE

1. Are the organization's employees and volunteers operating at Veterans Gardens fingerprinted under a Department of Justice background check?
2. What is the ratio of staff to bocce-related activity participants?
3. Does all of the equipment and instructional supplies adhere to the appropriate safety specifications and requirements under standard industry guidelines and/or regulations?

D. ORGANIZATION COMPLIANCE

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

E. REQUIRED ATTACHMENTS (as applicable)

1. Annual Profit & Loss Report
2. Annual Schedule of Events and Activities
3. Annual Budget for Upcoming Fiscal Year
4. Copy of IRS 990 form

Thank you for your cooperation in completing this process.

EXHIBIT D

Required Insurance and Minimum Limits

Name: Your Palisades Park Improvement Corporation Date: 9/30/2020

Agreement/Reference: LOA - For the Maintenance and Support of Veterans

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

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

Other: Provided to: Joel Alvarez @ RAP; Ph: 213-202-5671
If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>
In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

EXHIBIT E

Standard Provisions for City Contracts

[ATTACHED SEPARATELY]