

APPROVED

Sept 04 2025

BOARD OF RECREATION
AND PARK COMMISSIONERS

BOARD REPORT

NO. 25-156

DATE September 04, 2025

C.D. 2

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: TUJUNGA GREENBELT PARK – GREAT WALL OF LOS ANGELES
INTERPRETIVE GREEN BRIDGE (PRJ20773) PROJECT – FINAL
ACCEPTANCE

B. Aguirre _____ M. Rudnick _____
B. Jones _____ for *C. Santo Domingo DF
C. Stoneham _____ N. Williams _____



General Manager

Approved X

Disapproved _____

Withdrawn _____

RECOMMENDATIONS:

1. Partially accept the Great Wall of Los Angeles Interpretive Green Bridge (PRJ20773) Project (Project), as completed by the Social and Public Art Resource Center (SPARC), and as outlined in the Summary of this Report;
2. Authorize the Board of Recreation and Park Commissioners (Board) Secretary to furnish SPARC with a Letter of Partial Acceptance, contingent upon the receipt of all permits, drawings, operation and maintenance manuals, warranties and guarantees, and final as-built plan(s) for the portions of the Project that have been completed, as outlined in the Summary of this Report;
3. Authorize RAP's Chief Accounting Employee to transfer \$132,000.00 in Quimby Fees from Quimby Account No. 89460K-00 to Tujunga Greenbelt & Pedestrian Bridge Account No. 89460-TX;
4. Approve the allocation of \$132,000.00 in Quimby Fees from the Tujunga Greenbelt & Pedestrian Bridge Account No. 89460-TX to the Project;
5. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

BOARD REPORT

PG. 2 NO. 25-156

In August of 2007, the City entered into a 20-year Use Agreement with the County for the use of an 8.22-acre portion of the Tujunga Wash, located along Coldwater Canyon Boulevard between Oxnard Street and Chandler Boulevard in the Van Nuys area of the City, known as Tujunga Greenbelt Park. The use included the operation and maintenance of hiking/biking trails, the addition of hardscape and landscape, the removal and replacement of the existing Bridge, and the addition of five interpretative stations.

At this time, the City also entered into a 20-year Sublicense Agreement with SPARC, a registered non-profit organization, for the replacement of the Bridge, construction of interpretive stations, and other improvements.

THE GREAT WALL OF LOS ANGELES INTERPRETIVE GREEN BRIDGE PROJECT

In April 2007, the Board granted conceptual approval to SPARC through Board Report No. 07-81 (Exhibit A) for the replacement of the pedestrian bridge at the Tujunga Wash, at that time known as the "Valley College Bridge," with a new solar-lit pedestrian bridge. It was approved that the new pedestrian bridge will have interpretive stations and the construction of five (5) additional stations along the Tujunga Wash. Access would be provided to the historical content of "The Great Wall of Los Angeles" mural located on the concrete walls within the Tujunga Wash.

The existing bridge was demolished in October 2008. In February 2011, the Board approved Board Report No. 11-051 (Exhibit B) for the construction of the new Bridge. Subsequently in July 2022, the Board approved Board Report No. 22-192 (Exhibit C), for the design and installation of 2 of the "Great Wall of Los Angeles" monument signs, as part of the Project. In December 2023, the Board approved Board Report 23-203 (Exhibit D) which revised the Project scope of work to include the removal and replacement of three trees, which were obstructing the placement of the crane that delivered the completed bridge over the river. RAP Forestry staff developed an Existing Tree Removal sheet detailing the size and location of the trees impacted (Exhibit E), which included one Aleppo Pine and two Red Bark Eucalyptus trees.

As previously mentioned, the County owns the portion of Tujunga Green Belt Park where the Project site is located. With the Use Agreement between the City and County expiring in 2027, an extension to the Use Agreement with the County would need to be executed in order to extend the term of the Use Agreement.

PROJECT STATUS

RAP issued a Right of Entry (ROE) Permit (No. 1134) to SPARC in August 2021 to allow SPARC to initiate construction on the new pedestrian bridge, interpretive stations, and electrical panel components of Project. As noted in Board Report No 22-192, the ROE permit authorized the installation of the new pedestrian bridge, the interpretive stations and the electrical panel services but did not authorize the installation of any monumental and interpretive signage or plaques as those elements were not included in the Project plans that the Board approved in

BOARD REPORT

PG. 3 NO. 25-156

Board Report No. 11-051. The Project's monumental signs were subsequently approved by the Board in Board Report 23-203. However, the Project's interpretive signs have not yet been submitted to nor approved by the Board.

In April 2025, SPARC sent a letter to RAP advising RAP that SPARC reached substantial completion of the work on the bridge component of the project in November 2024 and that they received the Certificate of Occupancy for the bridge from the Department of Building and Safety in April 2025. In that letter SPARC requested that "...the city accept the bridge as soon as possible" as SPARC "...can no longer encumber the costs of maintenance and operations of a pedestrian bridge which greatly exceeded our budgeted costs."

A final walkthrough and punch list verification of the site was conducted by RAP staff on May 5, 2025 to inspect the portion of the Project that had been completed by SPARC. Following the walkthrough, SPARC was provided with a punch list of items that needed to be addressed before RAP staff could recommend the acceptance of the portion of the project that has been completed.

At this time the majority of the identified punch list items have been addressed by SPARC and/or RAP Staff. RAP staff has inspected the improvements and determined that the approved elements of the project have been constructed in substantial accordance with the approved plans and can be accepted by RAP.

Upon approval of this Report, RAP will furnish SPARC with a Letter of Partial Acceptance once SPARC furnishes RAP with the all permits, drawings, operation and maintenance manuals, warranties and guarantees, and final as-built plan(s) for the portion of the Project that has been completed.

TREES AND SHADE

As previously noted, in December 2023 the Board approved Board Report 23-203 (Exhibit D) which revised the Project scope of work to include the removal and replacement of three trees, which were obstructing the placement of the crane that delivered the completed bridge over the river. To replace the proposed trees in conformance with RAP tree replacement standards, RAP requested SPARC provide and plant 19 trees at the site. SPARC agreed to plant two - 36" box trees, nine - 48" box trees, and eight - 60" box trees, as seen on the attached planting plan (Exhibit G).

SPARC has proceeded with and completed the removal of the three trees identified in Board Report No. 23-203 but has not provided nor planted the 19 trees the RAP Board required as mitigation. SPARC has indicated that it will not provide RAP with the required replacement trees as it no longer has the resources or ability to complete that element of the Project.

Therefore, and in order for the Project to be in conformance with RAP Tree Replacement Standards, it will be necessary for RAP staff to procure and plant the replacement trees at the

BOARD REPORT

PG. 4 NO. 25-156

Project site in conformance with the previously approved planting plan. RAP staff will achieve the replacement requirement by planting 21 - 48" box trees, and two - 36" box trees. The final locations and species will be determined by RAP Forestry staff. RAP staff will move forward with the planting of the replacement trees once weather is suitable and allows it.

On November 20, 2013 the Board approved the allocation of \$49,844.00 in Quimby Fees for the construction of specific project elements, such as grading and landscape, which were to be implemented concurrently with the construction of the bridge by SPARC (Report No. 13-292).

Upon approval of this Report, \$132,000.00 in Quimby Fees will be transferred from Quimby Account No. 89460K-00 to Tujunga Greenbelt & Pedestrian Bridge Account No. 89460-TX and allocated to the Project in order to procure and plant the aforementioned trees.

The total amount of Quimby funding available for the Project is \$181,844.00, which is the total budget of the Project inclusive of the budget contingency amount set forth below.

The Quimby Fees were collected within two (2) miles of Tujunga Greenbelt Park, which is the standard distance for the allocation and commitment of Quimby Fees for neighborhood recreational facilities pursuant to Los Angeles Municipal Code Section 12.33 E.3.

See below the anticipated pre-qualified on-call contract(s) and budget contingency amount(s) that will be used for the Project:

On-Call Contract	Contingency Amount
Park Facility Construction	\$29,000.00

FUNDING SOURCE MATRIX

Source	Fund/Dept/Acct	Amount	Percentage
Quimby Fees	302/89/89460K-TX	\$181,844.00	100%
Total		\$181,844.00	100%

ENVIRONMENTAL IMPACT

The Board approved the Project discussed in this Board Report on December 7, 2023 (BR 23-2003) and determined that it is exempt from the California Environmental Quality Act. With RAP's commitment to replace the removed trees according to the Departments Urban Forest Manual (BR 25-005) the project will be completed.

Staff recommends that the Board take no further CEQA action.

FISCAL IMPACT

BOARD REPORT

PG. 5 NO. 25-156

Approval of this Report will have a negative fiscal impact on RAP's General Fund.

RAP will need to identify funds and staff resources for the maintenance and operation of the new pedestrian bridge, monument signs, and the incomplete interpretive stations. It is unknown at this time what resources are needed to maintain these improvements nor what source of funds are available to do so.

Additionally, RAP staff will need to identify funds and staff resources to procure and plant the replacement trees required per Board Report 23-203.

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

LIST OF ATTACHMENTS/EXHIBITS

- Exhibit A – Board Report No. 07-81
- Exhibit B – Board Report No. 11-051
- Exhibit C – Board Report No. 22-192
- Exhibit D – Board Report No. 23-203
- Exhibit E – Tree Removals
- Exhibit F – Letter from SPARC dated April 6, 2024
- Exhibit G – Planting Plan

APPROVED

REPORT OF GENERAL MANAGER

APR 05 2007

NO. 07-81

DATE April 5, 2007

BOARD OF RECREATION
and PARK COMMISSIONERS

C.D. 2

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: VALLEY COLLEGE BRIDGE - CONCEPTUAL APPROVAL OF A PROPOSAL TO REPLACE THE EXISTING BRIDGE AND TO INSTALL CERTAIN IMPROVEMENTS; AND APPROVAL OF A USE AGREEMENT WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND OF A SUBLICENSE AGREEMENT WITH THE SOCIAL AND PUBLIC ART RESOURCE CENTER

R. Adams	_____	J. Kolb	_____
J. Combs	_____	F. Mok	_____
H. Fujita	_____	K. Regan	_____
S. Huntley	_____	*M. Shull	<i>M. Shull</i>

[Signature]
General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

That the Board:

1. Grant conceptual approval to the proposal by the Social and Public Arts Resource Center (SPARC) to replace the Valley College Bridge with a solar-lit bridge with interpretive stations and the construction of five additional stations along the Tujunga Wash to provide access to the historical content of "The Great Wall of Los Angeles" mural located on the concrete walls within the Tujunga Wash;
2. Approve the proposed twenty-year Use Agreement, substantially in the form on file in the Board Office, between City of Los Angeles (City), and the Los Angeles County Flood Control District (County) for the continued use of a portion of the Tujunga Wash, located between Burbank Boulevard and Oxnard Street, for the replacement of the aforementioned bridge, installation of certain improvements, and continued maintenance of existing hiking and biking trails;

REPORT OF GENERAL MANAGER

PG. 2 NO. 07-81

3. Approve the proposed twenty-year Sublicense Agreement, substantially in the form on file in the Board Office, between City, and the SPARC for the use of a portion of the Tujunga Wash, located between Burbank Boulevard and Oxnard Street, for the replacement of the aforementioned bridge and installation of certain improvements;
4. Direct the Board Secretary to transmit the proposed Agreements forthwith concurrently to the City Attorney, for review and approval as to form and, in accordance with Executive Directive No. 3, to the Mayor's Office for expedited review and approval; and, *Tricia Carey email to June Pan cc 11/2 + Tricia*
5. Authorize the Board President and Secretary to execute the Agreements upon receipt of the necessary approvals.

SUMMARY:

Since 1977, the Department of Recreation and Parks (Department) has been operating and maintaining existing hiking and biking trails located on the west and east sides of the Tujunga Wash between Burbank Boulevard and Oxnard Street (Attachment A) through Permit 77044-B, issued by the County. The area covered by the aforementioned permit also includes a pedestrian bridge, commonly known as the Valley College Bridge, which was built by the County in cooperation with the United States Army Corps of Engineers.

Since 1976, SPARC has been maintaining "The Great Wall of Los Angeles" mural (mural). The mural is a half-mile long monument containing a chronological narrative of, and tribute to, the ethnically diverse peoples of California from prehistoric times to the 1950's. It was painted on a section of the concrete retaining wall of the Tujunga Wash and has been maintained by SPARC under the authority of several permits issued by the County over the years. The project was created and directed by California Chicana muralist Judy Baca.

Over the last 30 years, the mural has suffered extensive damage due to sun exposure and lack of restoration funds and is in need of restoration and preservation efforts.

The Valley College Bridge, which provided access across the Tujunga Wash, has been closed to the public since the mid-1990's due to structural damage suffered during the 1994 Northridge earthquake (Attachment B). The City obtained \$100,000 from Proposition 12 and allocated \$250,000 in funds from the Capital Improvements Expenditure Program, totaling \$350,000 to demolish and replace the bridge. While in the process of moving forward with this project, SPARC approached the City with a proposal to combine efforts and funds to provide additional amenities to the bridge and use area.

SPARC is the recipient of a \$1.29 million grant from the California Cultural Historical Endowment and another \$375,000 from the Santa Monica Mountains Conservancy totaling \$1.665 million.

REPORT OF GENERAL MANAGER

PG. 3

NO. 07-81

SPARC was able to obtain the funds for the restoration and preservation of the mural, construction of a new solar-lit bridge with interpretive stations, and construction of five additional stations along the Tujunga Wash to provide access to historical content of the mural.

Combining the projects (SPARC-Wall Restoration and Interpretive Station Construction and City-Bridge Demolition and Replacement) provides SPARC with the necessary matching funds it needs to fulfill the requirement of the grant funds it was awarded. The City will benefit by receiving an artistic and visually pleasing pedestrian bridge.

At this time, SPARC, through its consultant, has provided conceptual drawings of the proposed solar-lit bridge with interpretive stations (Attachment C). SPARC has been working with the Bureau of Engineering and will continue to do so as the actual design and construction drawings are being prepared. Upon completion, these will be presented to the Board for final approval.

As indicated, the City has been operating the use area under the authority of Permit 77044-B, issued by the County in 1977. At the request of the County and with City Attorney concurrence, this permit is to be rescinded and replaced with the Use Agreement presented for approval.

The Use Agreement includes appropriately up-dated provisions, including but not limited to insurance, liability, and hazardous materials. The initial term of this agreement is 20 years from the date of execution. The use area shall remain the same and the City will continue to be responsible for the operation and maintenance of the improvements within the use area, including the pedestrian bridge and interpretive stations. The City will not be responsible for the maintenance of the mural. The County will enter into a separate Use Agreement with SPARC to address the maintenance of the mural.

One of the major requirements of the grants received by SPARC was the establishment of site control during the repayment period of the grant. It is the understanding of both parties that the execution of a Sublicense Agreement satisfies this requirement. The Sublicense Agreement has an initial term of 20 years which parallels the term of the Use Agreement with the County. It incorporates the standard City mandated provisions and places the responsibility of designing and constructing the pedestrian bridge on SPARC. Also, while general maintenance over the use area and the improvements proposed, including the bridge, will be the responsibility of the City, SPARC will be responsible for the maintenance or repair of any of the artistic elements of the bridge and interpretive stations.

At this time, a Development Agreement between the City and SPARC, which will cover in detail the exact responsibilities of each party and the manner by which the funds are to be expended, is being negotiated and will be presented to the Board for approval at a future date.

REPORT OF GENERAL MANAGER

PG. 4

NO. 07-81

Staff has determined that the subject project will consist of agreements that will allow the replacement of the pedestrian bridge, installation of interpretive signage and restoration of a mural, and therefore, is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(1) and Class 2(7) of the City CEQA Guidelines. A Notice of Exemption was filed with the Los Angeles County Clerk on December 18, 2006.

This project has the support from Councilmember for the Second District. In addition, the Assistant General Manager of Operations West and Superintendent for the Valley Region have been consulted and concur with staff's recommendations.

FISCAL IMPACT STATEMENT:

There is no significant fiscal impact to the Department's budget as the proposed project has its own budget and does not require additional Department funds to complete. There could be some slight increase in maintenance costs when the pedestrian bridge and interpretive stations are complete. This may require additional resources which would be requested through the Department's standard budget process.

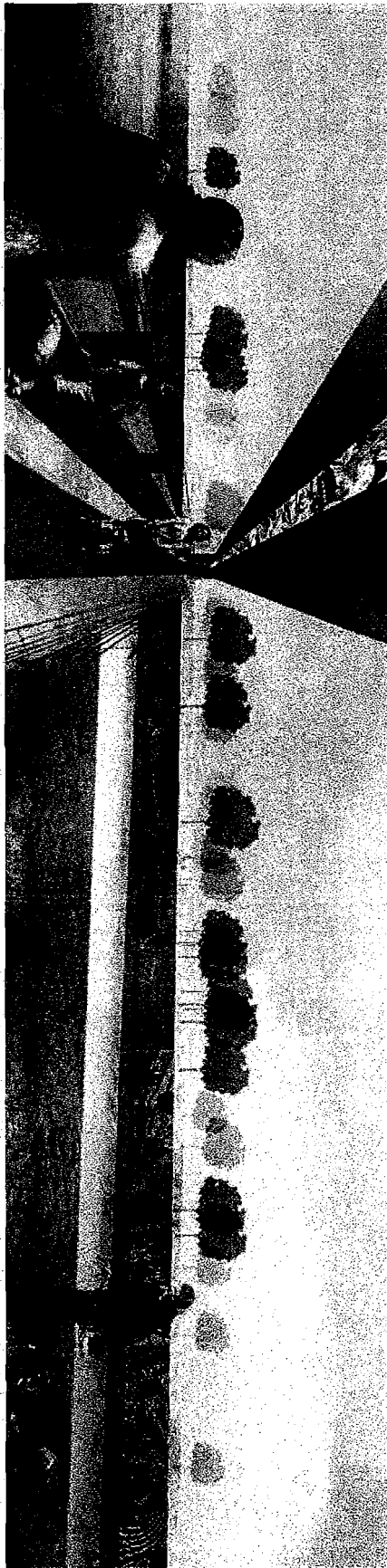
Prepared by Cid Macaraeg, Senior Management Analyst II, Real Estate and Asset Management.

TUJUNGA CHANNEL: BIKE TRAILS, GREAT WALL BRIDGE



12:21.2006

WHY
NOT

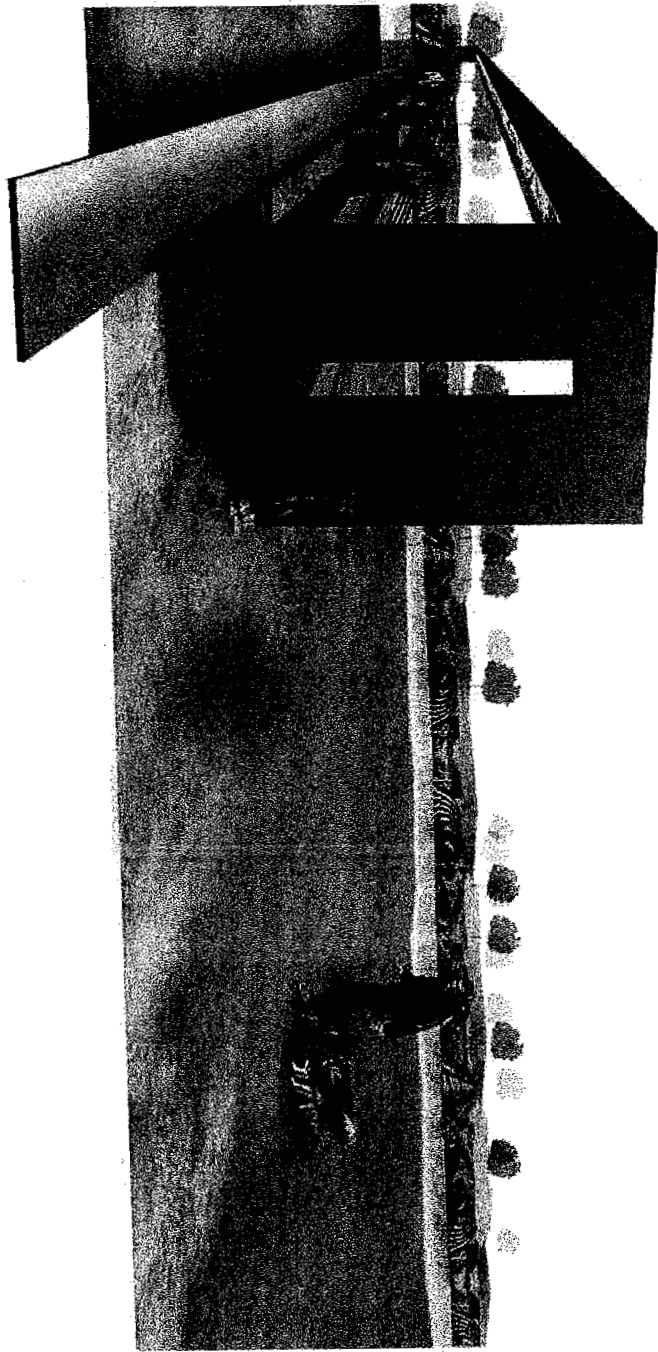


VIEWING FOR CURE AT WHEEL

WHY
CARE
QUEST



WHY





WHY



REPORT OF GENERAL MANAGER

NO. 11-051DATE February 16, 2011C.D. 2

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: VALLEY COLLEGE BRIDGE - CONSTRUCTION PLANS AND SPECIFICATIONS AND AUTHORIZATION TO THE SOCIAL AND PUBLIC ART RESOURCE CENTER (SPARC) TO BID, AWARD, AND CONSTRUCT A NEW PEDESTRIAN BRIDGE

R. Adams _____
 H. Fujita _____
 S. Huntley _____
 V. Israel _____

F. Mok _____
 K. Regan _____
 *M. Shull mf

[Signature]
 General Manager

Approved _____Disapproved _____Withdrawn _____RECOMMENDATIONS:

That the Board:

1. Grant approval of the construction documents and specifications prepared by the Social and Public Art Resource Center (SPARC) and its consultant, wHY Architecture, for the construction of a new, solar power lit, pedestrian bridge over the Tujunga Wash; and,
2. Authorize SPARC to bid, award, and construct the Valley College Bridge.

SUMMARY:

The dilapidated Valley College Bridge overcrossing the Tujunga Wash between Oxnard Street and Burbank Boulevard, just east of Los Angeles Valley College, was demolished on October 2, 2008 by staff of the Department of Recreation and Parks (RAP) and its on-call sub-contract vendor in preparation for the construction of a new, solar lit, pedestrian bridge to be spearheaded by SPARC as part of its efforts to restore "The Great Wall of Los Angeles" mural along the Tujunga Wash within the subject reach.

REPORT OF GENERAL MANAGER

PG. 2 NO. 11-051

SPARC has entered into various agreements with both the Los Angeles County Flood Control District (LACFCD) and the City of Los Angeles to enable it to restore the mural and to design and build a new, solar power-lit, pedestrian bridge with interpretive stations located on the bridge. The RAP Board has previously approved the agreements, along with a conceptual plan for the new bridge (Board Report No. 07-81).

SPARC, with the assistance of its consultant, wHY Architecture, have completed the construction documents. The new pedestrian bridge will be a single span, steel girder, composite concrete and steel decked bridge measuring approximately 100 feet in length and 13 feet in width. It will be supported by 30 inch diameter concrete piles on both ends of the bridge. Above the bridge is a metal roof structure to support future photovoltaic cells to light the bridge.

Approvals and permits have been obtained from the US Army Corp of Engineers and LACFCD. RAP's Planning and Construction has also reviewed the construction documents, as has staff of the Department of Public Works, Bureau of Engineering (BOE). It is recommended to the Department of Recreation and Park Board of Commissioners (Board) to approve the plans and specifications for the Los Angeles Valley College Bridge project and to authorize SPARC to proceed to bid, award, and construction of the project.

SPARC has secured funding for the project through grants from the California Cultural Historical Endowment and Santa Monica Mountains Conservancy totaling \$1.665 million, with a matching fund from the City's Sites and Facilities in the not-to-exceed amount of \$297,400.

In compliance with the California Environmental Quality Act (CEQA), staff has determined that the proposed construction will have no significant impact on the environment. A Notice of Exemption (NOE) was filed with the Los Angeles City Clerk's office on December 18, 2006 and posted by the County Clerk's office on December 18, 2006. Subsequently, another NOE was filed on July 16, 2010 for a modified project scope for display lighting.

FISCAL IMPACT STATEMENT:

There is no anticipated fiscal impact to the Department's General Fund. All funds are provided by the above-listed funding sources as specifically identified and approved for use on this project. The future operation and maintenance costs have yet to be determined.

This Report was prepared by Gary Lam, Bureau of Engineering. Reviewed by Neil Drucker, Program Manager, Recreational and Cultural Facilities Program, Bureau of Engineering; Cid Macaraeg, Sr. Management Analyst II, Real Estate & Asset Management, Department of Recreation and Parks; and Michael A. Shull, Superintendent, Planning and Construction, Department of Recreation and Parks.

APPROVED

July 21 2022

BOARD OF RECREATION
AND PARK COMMISSIONERS

BOARD REPORT

NO. 22-192DATE July 21, 2022C.D. 2

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: TUJUNGA GREENBELT PARK- DESIGN APPROVAL AND INSTALLATION OF TWO "GREAT WALL OF LOS ANGELES" MONUMENT SIGNS AS PART OF THE GREAT WALL OF LOS ANGELES INTERPRETIVE GREEN BRIDGE PROJECT (PRJ20773) - CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 11(1) [INSTALLATION OF ON-PREMISE SIGNS] OF CITY CEQA GUIDELINES AND ARTICLE 19, SECTION 15311(a) OF CALIFORNIA CEQA GUIDELINES.

AP Diaz	_____	M. Rudnick	_____
H. Fujita	_____	<i>Fur</i> C. Santo Domingo	<i>DF</i> _____
B. Jackson	_____	N. Williams	_____

Paul Denise Williams for
General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve the design of the two "Great Wall of Los Angeles" monument signs in the form and manner as set forth in this Report and Exhibit C to this Report (Monument Signs);
2. Approve the installation of one of the Monument Signs at the intersections of Coldwater Canyon Avenue and Burbank Boulevard, and one of the Monument Signs at Coldwater Canyon Avenue and Oxnard Street, as set forth in Exhibit A to this Report (Project);
3. Determine that the Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 11(1) [Installation of on-premise signs] of City CEQA Guidelines and Article 19, Section 15311(a) of California CEQA Guidelines and direct Department of Recreation and Parks (RAP) staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;
4. Direct the RAP's Chief Accounting Employee or designee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) in order to file a NOE with the County of Los Angeles within five (5) working days of approval of this Board Report; and,
5. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

BOARD REPORT

PG. 2 NO. 22-192

SUMMARY

Tujunga Greenbelt Park is located along Coldwater Canyon Boulevard between Oxnard Street and Chandler Boulevard in the Van Nuys area of the City. This 8.22-acre park provides walking paths, benches and landscaping for the surrounding community. Approximately 7,113 residents live within a one-half-mile walking distance from Tujunga Greenbelt Park.

Social and Public Art Resource Center (SPARC), a registered non-profit organization, is requesting the approval of the design and installation of two "Great Wall of Los Angeles" monument signs (Monument Signs) which are the subject of this Report. The Monument Signs are proposed to be installed at two (2) locations: the intersections of Coldwater Canyon Avenue and Burbank Boulevard, and Coldwater Canyon Avenue and Oxnard Street, which are both shown on Exhibit A of this Report.

BACKGROUND

On April 5, 2007, the Board of Recreation and Park Commissioners (Board) granted conceptual approval to SPARC through Board Report No. 07-81 for the replacement of the pedestrian bridge at the Tujunga Wash at that time known as the "Valley College Bridge" with a new solar-lit pedestrian bridge. It was approved that the new pedestrian bridge will have interpretive stations and the construction of five (5) additional stations along the Tujunga Wash. Access was to be provided to the historical content of "The Great Wall of Los Angeles" mural located on the concrete walls within the Tujunga Wash. Furthermore, the Board approved a twenty (20) year Use Agreement between the City of Los Angeles (City) and the County of Los Angeles (County) for the continued use of a portion of the Tujunga Wash, located between Burbank Boulevard, and Oxnard Street, for the replacement of the former Valley College Bridge, installation of improvements and continued maintenance of existing hiking and biking trails. This Use Agreement specified that the City would maintain the new pedestrian bridge after being constructed in the future. In addition, the Board approved a 20-year Sublicense Agreement between the City and SPARC (Sublicense Agreement No. C-112122 - Exhibit B) for the use of the portion of the Tujunga Wash, located between Burbank Boulevard and Oxnard Street, for the replacement of the former Valley College Bridge and installation of certain improvements.

On October 2, 2008, RAP demolished the former Valley College Bridge.

On December 9, 2009, the Board approved an amendment of the Sublicense Agreement No. C-112122 (Board Report No. 07-81) between the City and SPARC through Board Report No. 09-303. According to Board Report No. 09-303, to demolish and replace the bridge, the City allocated \$100,000 in State Proposition 40 Robert-Z'Berg-Harris (RZH) Grant Program funds and \$250,000 from the Capital Improvement Expenditure Program; a total of \$350,000. SPARC then approached the City with a proposal to combine the City's work and the \$350,000 in City funding with their own project, which had expanded beyond the mural to include certain enhancements, such as solar lighting, for the new bridge. SPARC will also install several interpretive stations on the bridge and five others along the eastern bank of the Tujunga Wash. These graphic/textual displays are intended to enhance the public's understanding of the mural.

BOARD REPORT

PG. 3 NO. 22-192

The demolishing of the bridge in 2008 cost the City nearly \$52,600, leaving approximately \$297,400 toward funding the replacement of the bridge. The proposed Amendment to the Sublicense Agreement in BR-09-303 addressed the approval of the City's transfer of funds of approximately \$297,400 to SPARC.

Funding allocated by the City to demolish and replace the bridge:

State Proposition 40 Robert-Z'Berg-Harris (RZH) Grant:	\$100,000.00
<u>Capital Improvement Expenditure Program:</u>	<u>\$250,000.00</u>
Total City fund to demolish and replace the bridge:	\$350,000.00
City's approximate cost to demolish the bridge in 2008:	<u>(\$52,600.00)</u>
City's approximate amount left to replace the bridge:	\$297,400.00
(City's approximate funding to be transferred to SPARC)	

On February 18, 2011, the Board authorized SPARC to bid, award, and construct a new Valley College Bridge through Board Report No. 11-051. In this Board Report, the Board also approved the construction documents and specifications prepared by SPARC and its consultant for the construction of a new solar-power-lit pedestrian bridge over the Tujunga Wash.

On November 20, 2013, the Board approved RAP to establish a new Quimby Fees Account and \$49,844.00 was allocated for Quimby funds for the New Pedestrian Bridge Project; also known as the Great Wall of Los Angeles Interpretive Green Bridge Project in Report No. 13-292. The Quimby funds would be used only by the RAP staff to construct specific project elements, such as grading and landscaping, which are to be implemented concurrently with the construction of the bridge by SPARC. Furthermore, the Board Report recommended that the City Council approve the assignment to SPARC of the right to apply for Proposition A Cities Excess Funds in the amount of \$181,500.00, to be used for the Great Wall of Los Angeles Interpretive Green Bridge Project.

On August 18, 2021, RAP issued a revocable Right-of-Entry Permit, (ROE Permit No. 1134) per SPARC's request to enter Tujunga Greenbelt Park for the construction of the new Valley College Bridge (Board Report No. 11-051) which was referred to as the Great Wall of Los Angeles Bridge in Board Report No. 13-292. The ROE permit authorized the installation of the new pedestrian bridge, the interpretive stations and the electrical panel services in accordance with Report No. 11-051. However, the approval of the installation of any monumental and interpretive signage or plaques was not included in Board Report No. 11-051. Therefore, the approval of the design of the two Monument Signs and their installation is requested herein in this Board Report. In addition, SPARC is required to submit a separate request to RAP in the future for Board approval of any future design and installation of the interpretive plaque(s) which will be presented to the RAP's Facility Repair and Maintenance Commission Task Force at a later date.

BOARD REPORT

PG. 4 NO. 22-192

PROJECT SCOPE - PHASE ONE

SPARC is proposing to install the two Monument Signs described below and as outlined in Exhibit C:

Great Wall Monument Sign No. 1 (See Exhibit C)

Description: Illuminated – Edge lit Channel Letter on Fabricated Cabinet
Sign No. 1's Dimensions: approximately 153.125" x 28" from one side to the corner and approximately 127.43" x 28" from the corner to the other side.

Verbiage: "THE GREAT WALL OF LOS ANGELES"

Verbiage's Dimensions: approximately 106.5" x 8.3"

This monument sign will be located at the intersection of Coldwater Canyon Avenue and Burbank Boulevard; approximately sixty-five feet (65') from Burbank Bridge Overpass to the first light. The Channel letter will be in stainless steel with LED illumination. (Exhibit C)

Great Wall Monument Sign No. 2 (See Exhibit C)

Description: Illuminated – Edge lit Channel Letter on Fabricated Cabinet

Sign No. 2's Dimensions: approximately 117" x 32"

Verbiage: "THE GREAT WALL OF LOS ANGELES"

Verbiage's Dimensions: approximately 106.5" x 8.3"

This Monument Sign will be located at the intersection of Coldwater Canyon Avenue and Oxnard Street; approximately thirteen feet (13') from the midpoint to the bridge. The Channel letter will be in stainless steel with LED illumination. (Exhibit C)

Both fabrication and installation of the Great Wall Monument Sign No. 1 and 2 will be done by SPARC's contractors, which include electrical connection, light fixtures and low voltage power to the custom LED channel lettering fixtures stating "THE GREAT WALL OF LOS ANGELES". (Exhibit C)

RAP's Park Maintenance Division and Construction Division reviewed and approved SPARC's proposed Great Wall Monument signs and the conceptual plan for the signs. In addition, the Office of Historic Resources (OHR), Department of City Planning, which has jurisdiction over the City's cultural monuments, conveyed their support for the improvements proposed by SPARC for the Great Wall of Los Angeles park site. A copy of a supportive letter, dated March 23, 2021 from OHR was provided by SPARC (Exhibit D).

BOARD REPORT

PG. 5 NO. 22-192

TREES AND SHADE

This proposed Project will have no impact on existing trees or shade at Tujunga Greenbelt Park.

ENVIRONMENTAL IMPACT STATEMENT

The proposed Project consists of the installation of on-premise signs.

According to the parcel profile report retrieved on May 31 2022 this area resides in a liquefaction zone and the construction of this Project will not create conditions that could lead to liquefaction. This site is not within a coastal, methane, or historic zone, so there is no reasonable possibility that the proposed Project may impact on an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed Project. As of May 31, 2022, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) and the State Water Resources Control Board (SWCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Project site or any contaminated sites near the Project area (within 500 feet). According to the Caltrans Scenic Highway Map, there is no scenic highway located within the vicinity of the proposed Project or within its site. The proposed Project is located within The Great Wall of Los Angeles park site, Section of Tujunga Flood Control Channel, a mural listed in the National Register of Historic Places (NRHP # 1000001602). The proposed Project is meant to illustrate the nature and the content of the mural and will not cause a substantial adverse change in the significance of that historical resource.

Based on this information, staff recommends that the Board determines that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 11(1) of City CEQA Guidelines and Article 19, Section 15311(a) of California CEQA Guidelines. RAP Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.

FISCAL IMPACT

There is no fiscal impact on RAP's General Fund. Funding for the completion of the Project will be the responsibility of SPARC. Any reimbursement of funds to SPARC to be made in accordance with the Amendment to the Sublicense Agreement shall be made from sources other than RAP's General Fund. RAP will be responsible for maintaining the improvements once they are completed. Therefore, the cost for maintenance would be requested in future budgets.

BOARD REPORT

PG. 6 NO. 22-192

STRATEGIC PLAN INITIATIVES AND GOALS

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

Goal No. 1: Provide Safe and Accessible Parks

Outcome No. 2: All parks are safe and welcoming

Result: The approval of the proposed monument signs will enhance the park user's experience and safety.

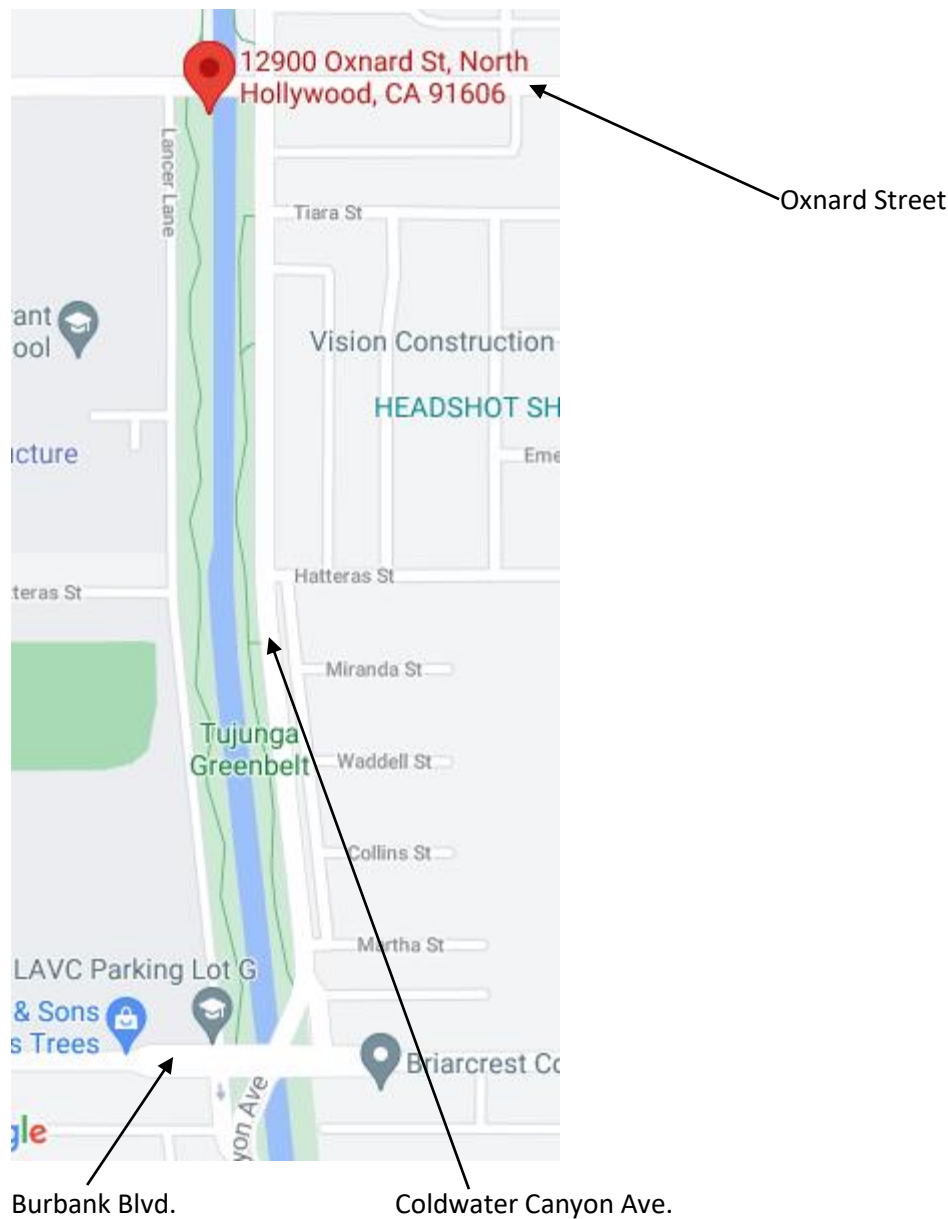
This Report was prepared by Felice Chen, Management Analyst, Planning, Maintenance, and Construction Branch.

LIST OF EXHIBITS

- 1) EXHIBIT A Site Map
- 2) EXHIBIT B Sublicense Agreement No. C-112122 and Amendment
- 3) EXHIBIT C Conceptual Drawing
- 4) EXHIBIT D Letter of Support from Office of Historic Resources dated March 23, 2021

Tujunga Greenbelt Park

Exhibit A



C-112122

Sublicense

CITY OF LOS ANGELES

and

SOCIAL AND PUBLIC ART RESOURCE CENTER

SUBLICENSE
BETWEEN CITY OF LOS ANGELES AND SOCIAL AND PUBLIC
ART RESOURCE CENTER RE
TUJUNGA WASH/GREAT WALL MURAL

WHEREAS, approximately 31 years ago, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (DISTRICT"), a body corporate and politic, granted permission to the Social and Public Art Resource Center, Inc. ("SPARC"), a California non-profit corporation, for the creation of an approximate one half mile long mural painting on a retaining wall of the Tujunga Wash (a tributary of the Los Angeles River) in the North Hollywood section of the City of Los Angeles between Oxnard Street and Burbank Boulevard. The mural contains a chronological narrative of, and tribute to, the ethnically diverse peoples of California from Prehistoric times to the 1950's and it was entitled "The Great Wall of Los Angeles" mural. At some point thereafter, to enhance viewing of The Great Wall of Los Angeles mural, a pedestrian bridge over the Tujunga Wash channel was also constructed.

WHEREAS, over the years, both the bridge and the Great Wall of L.A. mural have sustained damage from the sun, the elements and other causes; and

WHEREAS, the CITY OF LOS ANGELES ("CITY"), a municipal corporation, and the DISTRICT are in the process of finalizing a Use Agreement, pursuant to which the DISTRICT will grant the CITY permission to use the property on the west and east sides of Tujunga Wash between Oxnard Street and Burbank Boulevard and on the west side of Tujunga Wash between Burbank and Chandler Boulevards; and

WHEREAS, the DISTRICT, and SPARC are in the process of finalizing a Use Agreement pursuant to which the DISTRICT will grant SPARC permission to enter into the Tujunga Wash Channel and paint, restore, maintain, etc., the Great Wall of Los Angeles mural; and

WHEREAS, SPARC desires to remove and replace the existing pedestrian bridge and to create, install and maintain interpretive stations and related facilities ("IMPROVEMENTS") on a portion of the surface area which is the subject of the DISTRICT-CITY Use Agreement and seeks the permission of the CITY to enter onto and use a portion of such surface area space to perform such acts; and

WHEREAS, SPARC and the SANTA MONICA MOUNTAINS CONSERVANCY ("SMMC") have entered into an agreement dated, August 9, 2006, pursuant to which SPARC has agreed to, among other things, restore and preserve existing portions of The Great Wall of Los Angeles mural, construct a new solar-lit bridge and interpretive stations and construct five additional interpretive stations along the flood control channel wall; and

WHEREAS, SPARC has submitted a grant application to the CALIFORNIA CULTURAL AND HISTORICAL ENDOWMENT ("CCHE") pursuant to which SPARC would, among other things, restore and preserve The Great Wall of Los Angeles mural, construct a new solar-lit bridge with interpretive stations and construct five additional interpretive stations along the flood control channel wall and the CCHE has reserved funds for this project pursuant to a letter dated May 9, 2006; and

WHEREAS, SPARC and CITY are in the process of negotiating a Development Agreement which will set forth the details and terms and conditions relating to the IMPROVEMENTS SPARC will construct with funding from CCHE, the work which SPARC will perform and the construction, operation, maintenance and financial and other obligations of each party; and

WHEREAS, CITY and SPARC enter into this Sublicense Agreement as a preliminary and a conditional step in an effort to facilitate the development and execution of a Development Agreement.

NOW, THEREFORE, in consideration of the promises and faithful performance by SPARC of the covenants herein contained, for the period of the time herein set forth, the parties agree as follows:

ARTICLE 1. BASIC PROVISIONS

1.1. **Date And Parties.** This Sublicense ("Sublicense") is dated, for reference purposes only, Aug. 14, 2007 and is made between CITY as Sublicensor ("CITY"), and SPARC, as SUBLICENSEE ("SUBLICENSEE" or "SPARC"), upon the provisions and conditions contained in this Sublicense. CITY is a municipal corporation, organized under the laws of the State of California, acting through its Department Of Recreation And Parks. SUBLICENSEE is a California non-profit corporation, with principal offices at 685 Venice Boulevard, Venice, California 90291. The phrase "Execution Date" shall mean the date the Office of the City Clerk of Los Angeles attests this Sublicense.

1.2. **Sublicensed Premises.** CITY hereby sublicenses to SUBLICENSEE, and SUBLICENSEE hereby sublicenses from CITY, for the Term and upon the conditions hereafter provided, that space ("PREMISES") over and adjacent to the Tujunga Wash flood control channel between Burbank Boulevard and Oxnard Street in the City of Los Angeles, as set forth in the Map attached hereto as Exhibit A. Area #1 relates to the interpretive stations along the area adjacent to the east wall. Area #2 relates to the pedestrian bridge. Area #3 relates to the lay down area.

1.3. **Acceptance Of Premises.** SUBLICENSEE represents that SUBLICENSEE has inspected and examined the PREMISES and all improvements thereon and accepts "as is, where is" the condition of the PREMISES and improvements as of the date SUBLICENSEE executes this Sublicense.

1.4. **Capacity Of City As Licensee and Sublicensor.** Except where clearly and expressly provided otherwise in this Sublicense, the capacity of the City of Los Angeles in this Sublicense shall be as Sublicensor only, and all obligations or restrictions, if any, imposed by this Sublicense on CITY shall be limited to that capacity and shall not relate to or otherwise affect any activity of the City of Los Angeles in its governmental capacity, including, but not limited to, enacting laws, inspecting structures, reviewing and issuing permits, and all other legislative, administrative, or enforcement functions of the City of Los Angeles pursuant to federal, state, or local law. Nothing in this Section or this Sublicense shall be construed as abrogating or limiting any immunities or exemptions which the City of Los Angeles is entitled under the law.

1.5. **General Manager.** The defined term "General Manager" shall mean the General Manager of the Department of Recreation And Parks of the City of Los Angeles, or such successor position as the City Council of the City of Los Angeles may designate. The defined term "General Manager" shall also include any person designated by the General Manager to act on behalf of the General Manager, either generally or for specified activities under this Sublicense.

1.6. **Use.** SUBLICENSEE shall have the right to the non-exclusive use of the PREMISES indicated in Exhibit A as permitted herein. SUBLICENSEE shall use the PREMISES only for purposes related to: 1) the renovation, painting, repair and development of the mural; 2) the construction of interpretive stations; and 3) the demolition of the existing pedestrian bridge and construction of a new solar-lit pedestrian bridge. SUBLICENSEE shall not use the PREMISES for any other purpose without the prior written consent of the General Manager. All such permitted uses must be also be in accordance with this Sublicense Agreement, in accordance with the SMMC, CCHE and the Development Agreements referred to above, and also in full compliance with all applicable laws, statutes, ordinances, rules and regulations. Licensee shall not commit any nuisance or waste upon the PREMISES. SUBLICENSEE acknowledges that its occupancy and use of the PREMISES is secondary and subordinate to the occupancy and use by and of the DISTRICT and CITY. SUBLICENSEE may use Areas #2

and #3 up to the date of SUBLICENSEE's full completion of the pedestrian bridge and CITY'S written acceptance of same as per Section 1.8 below.

1.7. **Permits.** Subject to Section 1.8 below, SUBLICENSEE agrees to keep and maintain the PREMISES in good condition and to maintain and repair, at SUBLICENSEE's sole cost and expense. SUBLICENSEE shall, at its own expense, obtain all licenses, permits and inspections necessary for SUBLICENSEE's uses of and actions to be performed on the PREMISES.

1.8. **No Repair Obligation By City.** As to all IMPROVEMENTS to be made, constructed and/or performed by SPARC, prior to full completion by SPARC and CITY'S written acceptance of same, CITY shall have no obligation to repair, replace and/or inspect any aspect of feature of same. Upon the CITY'S written acceptance of the IMPROVEMENTS, ownership of same shall transfer from SUBLICENSEE to CITY and CITY will assume from SUBLICENSEE the prospective obligations of the repair and maintenance, with the exception of the artistic components and features of the interpretative stations (i.e., the graphic image and text mounted on the concrete podiums), as to which the responsibility for cleaning, repair and maintenance for the duration of this Sublicense shall remain and belong to SPARC. If for any reason the CITY does not accept any of the IMPROVEMENTS, except as expressly provided in the Development Agreement, the responsibility to demolish and remove any such non-accepted property shall belong solely to SPARC.

1.9. **Incorporation Of Agreements.** This Sublicense is subject to all of the provisions, covenants and conditions of the two Use Agreements, the SMMC Agreement and the CCHE Agreement, referred to above, with the same force and effect as if the provisions and conditions of the Agreements were fully set forth herein, except as otherwise provided herein. In addition, SUBLICENSEE shall not do or commit any act or activity or undertake any use of the PREMISES which would place CITY in violation of the DISTRICT-City Use Agreement, and SUBLICENSEE shall cooperate with CITY to the extent necessary for CITY to comply with the provisions and conditions of the said Use Agreement. A breach of any of the terms of any of these Agreements shall constitute to breach of the terms of this Sublicense Agreement and shall constitute a basis for the City to terminate for cause.

1.10. **Effect Of Inspections Or Approvals.** Wherever in this Sublicense inspections or approvals are required from CITY in its role as Sublicensor under this Sublicense, including from the General Manager, such inspections or approvals are additional to, and are not in lieu of, any inspections or approvals otherwise required under any applicable ordinance, regulation, or statute. Such inspections or approvals by CITY are discretionary acts and shall not impose any liability on CITY to third persons nor to SUBLICENSEE, and, in addition, shall not obligate CITY for any costs or expenses related to the construction, improvement, or maintenance of any building or other structure at the PREMISES.

1.11. **Utilities.** SUBLICENSEE shall furnish, at SUBLICENSEE's sole cost and expense, all power and/or utility services as may be required with respect to any structures or improvements on the PREMISES during the Term of this Sublicense.

1.12. **No Interest In Real Property.** SUBLICENSEE hereby acknowledges that this agreement is a license only and does not constitute a lease of or any other interest in real property.

ARTICLE 2. TERM

2.1. **Term.** The term ("Term") for this Sublicense shall commence on Aug. 14, 2007 ("License Commencement Date"), and shall terminate on 8/13/27. Any termination for any reason of the DISTRICT-CITY Use Agreement, whether voluntary or involuntary on the part of the CITY, shall also result in the automatic termination of this Sublicense.

2.2. **Termination Non-Conforming Use.** Should SUBLICENSEE fail or cease to use the PREMISES for the purposes specified herein, or should the operations conducted not be in accordance with the statutes, ordinances, rules, regulations and laws of the United States, the State of California or the County or City of Los Angeles applicable to the services or the PREMISES, upon not less than thirty (30) days prior written notice, CITY may terminate this Sublicense.

2.3. **Termination-Unsatisfactory Performance.** In addition to CITY'S right to terminate this Sublicense for default, should the quality of services not meet the expectations of CITY, as determined by the General Manager, upon not less than sixty (60) days notice or should the General Manager have any concerns about potential liability or safety issues, the General Manager may terminate this Sublicense. The determination regarding concerns about potential liability or safety issues, and whether the quality of services meets the expectations of CITY, are subjective in nature and the decision of General Manager is final and conclusive.

2.4. **Holdover.** If SUBLICENSEE, with CITY'S written consent, remains in possession of the PREMISES after the expiration or termination of this Sublicense, or after the date in any notice given by CITY to SUBLICENSEE terminating this Lease, such possession by SUBLICENSEE shall be deemed to be on a month-to-month status terminable on thirty (30) days' notice given at any time by either party. All provisions of this Sublicense except those pertaining to Term shall apply to the month-to-month possession. If SUBLICENSEE holds over without CITY'S written consent, SUBLICENSEE shall be deemed to be a tenant at sufferance.

2.5. **Condition Of Surrendered Premises.** Upon the expiration or termination of this Sublicense, SUBLICENSEE shall peaceably surrender the PREMISES, and all alterations and additions thereto, clean, in good order, repair and condition, reasonable wear and tear excepted. Upon such expiration or termination, SUBLICENSEE shall, without expense to the CITY or DISTRICT, remove or cause to be removed from the PREMISES all property installed or placed thereon by SUBLICENSEE as the General Manager may in his sole discretion require to be removed, and SUBLICENSEE shall repair at its own expense all damage to the PREMISES resulting from such removal.

ARTICLE 3. CONSIDERATION

3.1. **Consideration.** Provided SUBLICENSEE is not in default, no rent is to be paid to CITY for this Sublicense. The consideration to be furnished by SUBLICENSEE will be the renovation, painting, operation, improvement, development of the Great Wall of Los Angeles mural, the removal and replacement of the pedestrian bridge, the construction of the viewing stations, and the performance or additional acts to be set forth in the Development Agreement and SUBLICENSEE's faithful performance of all the terms of this Sublicense and the two Use Agreements, the SMMC Agreement, the CCHE and the Development Agreements, referred to above. If SUBLICENSEE remains on the PREMISES after being requested by the CITY to leave, the rent shall accrue at the rate of \$750.00 per month.

ARTICLE 4. LIMITATIONS

4.1. **All Costs Borne By SUBLICENSEE.** All costs, expenses, risks and liabilities associated with the work and improvements on the PREMISES shall be borne solely by SUBLICENSEE.

4.2. **Compliance With Laws.** All work done pursuant to the provisions of this Sublicense shall be done in accordance with the provisions and conditions specified in ordinances and statutes governing such instances; and the provisions of such ordinances and statutes are, by reference, made a part of this Sublicense as though fully set forth.

4.3. **Prohibition Of Liens.** SUBLICENSEE will pay for all materials placed upon, joined, or affixed to the PREMISES by or at the instance of SUBLICENSEE, and will pay in full all persons who perform labor upon the PREMISES

at the instance of SUBLICENSEE, and will not cause or permit any liens of any kind or nature to be levied against the PREMISES for any work done or materials furnished thereon at the instance or request of SUBLICENSEE. If SUBLICENSEE shall, in good faith, contest the validity of any such lien, then SUBLICENSEE shall defend itself and CITY and/or DISTRICT against the same and shall satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against CITY, DISTRICT and/or the PREMISES, upon the condition that if CITY shall require, SUBLICENSEE shall furnish to CITY and/or DISTRICT a surety bond in an amount equal to such contested lien indemnifying CITY and/or DISTRICT against liability for the same and holding the PREMISES free from the effect of such lien.

4.4. **Assignment Prohibited.** This Sublicense and permission herein given is personal to SUBLICENSEE and is not assignable or sublicenseable without CITY's prior written approval of the General Manager. Any such attempted assignment, hypothecation, mortgage or sublicense without CITY's prior written consent shall be void and of no force or effect and shall confer no rights upon the assignee, mortgagee or SUBLICENSEE of the PREMISES and may be withheld at the sole and absolute discretion of the General Manager.

4.5. **Americans With Disabilities Act.** SUBLICENSEE shall construct all improvements and operate all programs from the PREMISES in a manner which is in compliance with the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.) and any and all other applicable federal, state, and local laws regarding accessibility for persons with disabilities (collectively "the ADA"). CITY shall have no obligation or responsibility to make or install any improvements to the PREMISES or any improvements on the PREMISES or any street curbs abutting the PREMISES where such improvements are required for compliance under the ADA, but, instead, such obligation and responsibility shall be SUBLICENSEE's.

4.6. **Right Of Entry.** The CITY and/or DISTRICT and their authorized representatives, agents and employees shall have the right to enter upon the PREMISES at any and all times for any purpose or reason, including but not limited to the inspection and observation of SUBLICENSEE's operations.

4.7. **Operating Permits And Licenses.** SUBLICENSEE shall be required to obtain, at its sole expense, any and all permits or licenses that may be required in connection with its operations including, but not limited to, tax permits, business licenses, health permits, etc.

4.8. **Receivership Or Bankruptcy.** In the event SUBLICENSEE shall be adjudicated a bankrupt or become involved in any proceedings under the bankruptcy laws of the United States, or if the license interest created hereby, or any improvements existing or constructed pursuant to this Sublicense, shall be transferred by operation of law, including but not limited to, enforcement of a judgment, the trustee in bankruptcy, the assignee or judgment purchaser shall be bound by all provisions of this Sublicense, including but not limited to the provision that operation of the PREMISES be on a charitable, non-profit basis.

4.9. **No Relocation Assistance.** SUBLICENSEE acknowledges that it is occupying property of a public agency on a temporary basis. SUBLICENSEE also acknowledges that upon termination of this Sublicense, whether by expiration or otherwise, SUBLICENSEE shall not be entitled to receive any relocation assistance or benefits which may be provided under any law, including, but not limited to, the Uniform Relocation Acts of the United States or of the State of California.

ARTICLE 5. REPORTS AND AUDITS

5.1. **Reports To City.** On July 1, 2008, and thereafter not less often than annually, SUBLICENSEE shall provide a report, which includes the financial, organizational, and programmatic activities of SUBLICENSEE related to the PREMISES to the General Manager. If requested by General Manager, SUBLICENSEE shall submit an audit report in a form

and by a company approved by the General Manager, within one hundred twenty (120) days of the close of SUBLICENSEE's fiscal year during the Term of this Sublicense. SUBLICENSEE shall pay the cost of the audit.

5.2. **Business Records.** SUBLICENSEE shall maintain a method of accounting of all the receipts and disbursements in connection with activities related to the PREMISES which shall correctly and accurately reflect the gross receipts and disbursements received or made by SUBLICENSEE. The method of accounting, including bank accounts, established for the activities related to the PREMISES shall be separate from the accounting systems used for any other business operated by SUBLICENSEE which are not related to the PREMISES or for recording SUBLICENSEE's personal financial affairs. Such method shall include the keeping of the following documents:

5.2.1. Regular books of accounting such as general ledgers.

5.2.2. Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.

5.2.3. State and Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown.

5.2.4. Any other accounting records that General Manager, in General Manager's sole discretion, deems necessary for proper accounting.

5.3. **Inspection And Audit Of Records By City.** This Section is additional to, not in lieu of, CITY'S general access rights contained in other sections of this Sublicense. All documents, books and accounting records required to be maintained or retained under this Article shall be open for inspection and reinspection by CITY with reasonable prior notice at a place mutually agreed upon between CITY and SUBLICENSEE or, if not so mutually agreed, at a CITY office designated by CITY within the City of Los Angeles during regular operating hours during the Term of this Sublicense and for a reasonable period, not to exceed three (3) years, thereafter. In addition, whether or not in connection with any audit, CITY shall have the right to inspect, and upon such request SUBLICENSEE shall produce copies to CITY of, SUBLICENSEE's federal and state income tax returns as filed along with any amendments or supplemental filings related thereto, for any fiscal year(s) commencing with 2004.

ARTICLE 6. INDEMNIFICATION AND INSURANCE

6.1. **Indemnification.** SUBLICENSEE hereby undertakes and agrees to release, hold harmless, indemnify and defend (with counsel approved by CITY) CITY and CITY'S officers and employees from and against any and all claims, loss, demands, expense, damage or liability whatsoever for injuries to or death of persons or damage to property in any manner caused by or related to any act or omission by SUBLICENSEE or its employees, agents, contractors or invitees, or in any manner caused by or related to the exercise or enjoyment by SUBLICENSEE of any right or permission herein given or by reason of any violation of law by SUBLICENSEE or by any failure on the part of SUBLICENSEE to keep or perform any of the provisions or conditions of this Sublicense. Notwithstanding the preceding, SUBLICENSEE will not be required to indemnify, defend and hold harmless CITY from and against any claim to the extent that it arises from or in connection with the active negligence or willful misconduct of CITY or any agent, servant or employee of CITY. The foregoing indemnifications shall survive the termination, cancellation, or expiration of this Sublicense.

6.2. **Insurance.** SUBLICENSEE, at its sole cost and expense, shall provide and maintain for the Term of this Sublicense from an insurance company or companies licensed in the State of California, the following insurance coverage for its use of the PREMISES, and any building or other structure on the PREMISES:

6.2.1. **Insurance.** SUBLICENSEE shall provide and maintain general liability and property damage insurance in an amount of not less than Five Million Dollars (\$5,000,000) Combined Single Limit per occurrence. Evidence of such insurance shall be on an Insurance Industry Certificate of Insurance and should include coverage for products/completed operations, except that after the date of the City's written acceptance of the new pedestrian bridge, sublicense shall only be required to maintain insurance for general liability, not property damage, and only in an amount of not less than One Million Dollars (\$1,000,000) Combined Single Limit per occurrence.

6.2.2. **Worker's Compensation.** By signing this Sublicense, SUBLICENSEE hereby certifies that it is aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the Term of this Sublicense. In addition, SUBLICENSEE shall maintain coverage for Workers Compensation Insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for SUBLICENSEE, CITY and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by, any person retained by, or any person permitted to enter the Channel or onto the PREMISES, by SUBLICENSEE in the course of carrying out the work, services or activities contemplated in this Agreement.

6.2.3. **Additional Insureds.** SUBLICENSEE shall include CITY, and all its boards, officers, agents and employees, and the County of Los Angeles and Los Angeles County Flood Control District, its governing board, officers, agents, contractors and employees, as Additional Insureds on all policies of insurance, including but not limited to any insurance required of SPARC under its Use Agreement with the DISTRICT. SUBLICENSEE shall furnish DISTRICT and CITY a Certificate of Insurance evidencing SUBLICENSEE's insurance coverage no later than ten (10) working days after execution of this Agreement but, in any event, before SUBLICENSEE enters onto the PREMISES. Upon renewal of said policies, SUBLICENSEE shall furnish to DISTRICT and CITY a Certificate evidencing SUBLICENSEE's continued insurance coverage herein.

6.2.4. **Notice of Change In Insurance.** All insurance policies required under this Sublicense shall expressly provide that such insurance shall not be canceled or materially reduced in coverage or limits except after thirty (30) days written notice (ten (10) days for non-payment of premium) has been given to DISTRICT and the CITY Administrative Officer, Risk Management, City Hall East, Room 1240, 200 North Main Street, Los Angeles, California 90012.

6.2.5. **Default.** If insurance is canceled, lapsed, or reduced below minimums required in this Article, this Sublicense shall automatically terminate, effective the date of such failure, subject to revival by CITY, and SUBLICENSEE agrees to cease all operations and activities on the PREMISES upon failure to keep the insurance in force. If the cancellation, lapse, or reduction below required minimums were not due to fault of SUBLICENSEE, this Sublicense shall automatically revive upon the same provisions and conditions at such time as SUBLICENSEE supplies CITY with acceptable proof that required insurance coverage has resumed. Otherwise, revival of the Sublicense shall be at the reasonable discretion of CITY, which may impose such additional requirements as may be considered prudent to protect the interests of CITY and the public.

6.2.6. **Adjustment Of Insurance Levels.** CITY reserves the right at any time during the Term of this Sublease, applying generally accepted Risk Management principles, to change the amounts and types of insurance required hereunder by giving SUBLICENSEE ninety (90) days written notice.

ARTICLE 7. HAZARDOUS MATERIALS

7.1. **Hazardous Materials.** Except as to fuels, lubricants and products associated with motorized vehicles and/or equipment and/or gardening or maintenance-related substances, SUBLICENSEE shall not cause or allow the presence, use, storage, or disposal of any hazardous substances on or about the PREMISES without the prior written consent of the DISTRICT and the CITY. In the event of spillage, leakage or escape of any hazardous substance onto the PREMISES, SUBLICENSEE shall immediately notify DISTRICT by calling (800) 675-4357. If the spillage, leakage or escape was caused by SUBLICENSEE, SUBLICENSEE shall promptly remove any such substance from the PREMISES to the DISTRICT's and CITY's satisfaction. In addition to removing any SUBLICENSEE's HAZARDOUS substances, SUBLICENSEE shall be liable for and reimburse DISTRICT and CITY for any and all costs and expenses that DISTRICT and CITY may incur or suffer. Such responsibility shall also include costs or expenses as DISTRICT and/or CITY may incur by reason of Federal, State, local or other authoritative agency's laws and regulations.

ARTICLE 8. NOTICES

8.1. **Notices.** All notices and demands which may or are to be required or permitted to be given by either party to the other under this Sublicense shall be in writing. All notices and demands shall be personally delivered (including by means of professional messenger service), or sent by United States registered or certified mail, postage prepaid, return receipt requested or by fax. For the purposes of such notices, the addresses for the parties are set forth in Section 8.2 below. Either party may from time to time designate another person or place in a notice.

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

To CITY:

City of Los Angeles
c/o Department Of Recreation And Parks
North Valley District
6336 Woodley Avenue
Van Nuys, California 91406
Telecopier: (818) 908-9786
Telephone: (818) 368-8343 or 756-8060

Superintendent, Planning & Development
Department of Recreation and Parks
City of Los Angeles
1700 W. 7th Street, 7th Floor
Los Angeles, California 90017
Telecopier: (818) 928-9180
Telephone: (818) 928-9191

Office of the City Attorney
Real Property Division
City of Los Angeles
200 No. Main Street, Room 701
Los Angeles, California 90012
Telecopier: (213) 978-8090

To SUBLICENSEE:

Social And Public Arts Resource Center
685 Venice Boulevard
Venice, California 90291
Telecopier: (310) 827-8717
Telephone: (310) 822-9560

To DISTRICT:

Mapping and Property Management Division
L.A. County Flood Control District
Department of Public Works
900 South Fremont Avenue, 10th Floor
Alhambra, California 91803-1331
Telecopier: (626) 289-3618
Telephone: (626) 458-7065 or (626) 458-7072
For Emergencies: (626) 458-4357

ARTICLE 9. DEFAULT

9.1. **Default By Sublicensee.** The occurrence of any of the following shall constitute a default by SUBLICENSEE:

9.1.1. **Abandonment.** The abandonment of the PREMISES by SUBLICENSEE, as defined in California Civil Code Section 1951.3.

9.1.2. **Breach Of Sublicense Provisions.** The failure by SUBLICENSEE to observe or perform any of the covenants or provisions of this Sublicense or of one or both of the Use Agreements attached as Exhibits A and B.

9.2. **City's Remedy.** In the event of any default under this by SUBLICENSEE, CITY may at any time thereafter, without limiting CITY in the exercise of any other right or remedy which CITY may have by reason of such default or otherwise, give SUBLICENSEE written notice of its intention to terminate this Sublicense on the date of such notice or on any later date specified in such notice. On the date specified in such notice, SUBLICENSEE's right to use of the PREMISES shall cease, SUBLICENSEE shall immediately surrender possession of the PREMISES to CITY, and the Sublicense will be terminated as if the expiration of the term fixed in such notice were the end of the Term of this Sublicense.

9.3. **Waivers.** No delay or omission in the exercise of any right or remedy of CITY on any default by SUBLICENSEE shall impair such a right or remedy or be construed as a waiver. CITY's consent to or approval of any act by SUBLICENSEE requiring CITY's consent or approval shall not be deemed to waive or render unnecessary CITY's consent to or approval of any subsequent act by SUBLICENSEE. Any waiver by CITY of any default must be in writing and shall not be waiver of any other default concerning the same or any other provision of the Sublicense.

ARTICLE 10. ORDINANCE MANDATED PROVISIONS

10.1. **Child Support Assignment Orders.** This Sublicense is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code related to Child Support Assignment Orders. Pursuant to this Section, SUBLICENSEE (and any subcontractor of Licensee providing services to CITY under this Sublicense) shall (1) fully comply with all State and Federal employment reporting requirements for SUBLICENSEE's or SUBLICENSEE's subcontractor's employees applicable to Child Support Assignment Orders; (2) certify that the principal owner(s) of SUBLICENSEE and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230, et seq.; and (4) maintain such compliance throughout the Term of this Sublicense. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of SUBLICENSEE or an applicable subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of SUBLICENSEE or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default of this Sublicense subjecting this Sublicense to termination where such failure shall continue for more than ninety (90) days after notice of such failure to SUBLICENSEE by CITY.

10.2. **Non-Discrimination.**

10.2.1. **Non-Discrimination In Use Of Premises.** There shall be no discrimination against or segregation of any person, or group of persons, on account of race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition in the use, occupancy,

tenure, or enjoyment of the PREMISES or any part of the PREMISES or any operations or activities conducted on the PREMISES or any part of the PREMISES.

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

10.2.3. **Equal Employment Practices.** During the performance of this Sublicense, SUBLICENSEE further agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("**Equal Employment Practices**") and by this reference incorporated herein. By way of specification but not limitation, pursuant to Sections 10.8.3.E and 10.8.3.F of the Los Angeles Administrative Code, the failure of SUBLICENSEE to comply with the Equal Employment Practices provisions of this Sublicense may be deemed to be a material breach of this Sublicense. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to SUBLICENSEE. Upon a finding duly made that SUBLICENSEE has failed to comply with the Equal Employment Practices provisions of this Sublicense, this Sublicense may be forthwith terminated.

10.2.4. **Equal Benefits Provisions.** This Sublicense is subject to Section 10.8.2.1, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code ("**Equal Benefits Provisions**") related to equal benefits to employees and by this reference incorporated herein. SUBLICENSEE agrees to comply with the provisions of Section 10.8.2.1. By way of specification but not limitation, pursuant to Section 10.8.2.1.c of the Los Angeles Administrative Code, the failure of SUBLICENSEE to comply with the Equal Employment Practices provisions of this Sublicense may be deemed to be a material breach of this Sublicense. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to SUBLICENSEE. Upon a finding duly made that SUBLICENSEE has failed to comply with the Equal Employment Practices provisions of this Sublicense, this Sublicense may be forthwith terminated.

10.3. **Contractor Responsibility Ordinance.**

10.3.1. **General Provisions; Contractor Responsibility Policy.** This Sublicense is subject to the Contractor Responsibility Ordinance ("CRO") (Section 10.40, et seq, of the Los Angeles Administrative Code "LAAC") and the rules and regulations promulgated pursuant thereto as they may be updated. The CRO requires that, unless specific exemptions apply as specified in LAAC 10.40.4(a), lessees or licensees of CITY property who render services on the leased or licensed PREMISES are covered by the CRO if any of the following applies: (1) the services are rendered on PREMISES at least a portion of which are visited by substantial numbers of the public on a frequent basis, (2) any of the services could feasibly be performed by CITY employees if the awarding authority had the requisite financial and staffing resources, or (3) designated administrative agency of the CITY has determined in writing that coverage would further the proprietary interests of the CITY. Lessees or licensees of CITY property who are not exempt pursuant to LAAC 10.40.4 (a) or (b), unless subject to the CRO solely due to an amendment to an existing lease or license, are required to have completed a questionnaire ("**Questionnaire**") signed under penalty of perjury designed to assist the CITY in determination that the lessee or licensee is one that has the necessary quality, fitness and capacity to perform the work set forth in the contract. All lessees or licensees of CITY property who are covered by the CRO, including those subject to the CRO due to an amendment, are required to complete the following Pledge of Compliance ("**POC**"):

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

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

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

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

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

SUBLICENSEE shall ensure that their subcontractors meet the criteria for responsibility set forth in the CRO and any rules and regulations promulgated thereto. SUBLICENSEE may not use any subcontractor that has been determined or found to be a non-responsible contractor by CITY. The listing of non-responsible contractors may be accessed on the internet at: <http://www.lacity.org/bidresp>. Subject to approval by the awarding authority, SUBLICENSEE may substitute a non-responsible subcontractor with another subcontractor with no change in the consideration for this Sublicense. SUBLICENSEE shall submit to CITY a Pledge of Compliance for each subcontractor listed by SUBLICENSEE in its Questionnaire, as performing work on this Sublicense within thirty (30) calendar days of execution of this Sublicense, unless the Department of General Services requires in its discretion the submission of a Pledge of Compliance within a shorter time period. The signature of SUBLICENSEE on page 16 of this Sublicense shall constitute a declaration under penalty of perjury that SUBLICENSEE shall comply with the Pledge of Compliance.

10.3.2. Update Of Information. SUBLICENSEE shall:

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

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

(3) notify the awarding authority within thirty (30) calendar days of becoming aware of any information regarding its subcontractors and investigations or findings regarding the subcontractor's violations of any applicable

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

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

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

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

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

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

10.4. **Slavery Disclosure Ordinance.** This Sublicense is subject to the applicable provisions of the Slavery Disclosure Ordinance. ("SDO") (Section 10.41, et seq. of the Los Angeles Administrative Code). Unless otherwise exempt in accordance with the provision of this Ordinance, Landlord certifies that it has complied with the applicable provisions of the Ordinance. Under the provisions of Section 10.41.2(b) of the Los Angeles Administrative Code, CITY has the authority, under appropriate circumstances, to terminate this Sublicense and otherwise pursue legal remedies that may be available to CITY if CITY determines that the Landlord failed to fully and accurately complete the SDO affidavit or otherwise violated any provision of the SDO.

10.5. **Tax Registration Certificates And Tax Payments.** This Section is applicable where SUBLICENSEE is engaged in business within the City of Los Angeles and SUBLICENSEE is required to obtain a Tax Registration Certificate ("TRC") pursuant to one or more of the following articles (collectively "Tax Ordinances") of Chapter II of the Los Angeles Municipal Code: Article 1 (Business Tax Ordinance) [section 21.00, et seq.], Article 1.3 (Commercial Tenant's Occupancy Tax) [section 21.3.1, et seq.], Article 1.7 (Transient Occupancy Tax) [section 21.7.1, et seq.], Article 1.11 (Payroll Expense

Tax) [section 21.11.1, et seq.], or Article 1.15 (Parking Occupancy Tax) [section 21.15.1, et seq.]. Prior to the execution of this Sublicense, or the effective date of any extension of the Term or renewal of this Sublicense, SUBLICENSEE shall provide to the Department Of Recreation And Parks, North Valley District proof satisfactory to the General Manager of the Department Of Recreation And Parks, North Valley District that SUBLICENSEE has the required TRCs and that SUBLICENSEE is not then currently delinquent in any tax payment required under the Tax Ordinances. CITY may terminate this Sublicense upon thirty (30) days' prior written notice to SUBLICENSEE if CITY determines that SUBLICENSEE failed to have the required TRCs or was delinquent in any tax payments required under the Tax Ordinances at the time of entering into, extending the Term of, or renewing this Sublicense. CITY may also terminate this Sublicense upon ninety (90) days prior written notice to SUBLICENSEE at any time during the Term of this Sublicense if SUBLICENSEE fails to maintain required TRCs or becomes delinquent in tax payments required under the Tax Ordinances and SUBLICENSEE fails to cure such deficiencies within the ninety (90) day period (in lieu of any time for cure otherwise provided herein).

ARTICLE 11. MISCELLANEOUS PROVISIONS

11.1. **Captions And Table Of Contents.** The captions and table of contents contained in this Sublicense are for convenience and reference only, are not intended to define or limit the scope of any provisions of this Sublicense, and shall not be used with respect to the interpretation of any provision of this Sublicense.

11.2. **Entire Understanding.** This Sublicense sets forth the entire understanding of the parties and supersedes any prior understanding between CITY and SUBLICENSEE as to the subject matter of this Sublicense. Any modification to this Sublicense will be void unless made in writing and signed by each party. No representation, promise, inducement, or statement of intention has been made by either party that is not embodied in this Sublicense.

11.3. **Fair Meaning.** The language of each part of this Sublicense shall be construed simply and according to its fair meaning, and this License shall never be construed either for or against either party.

11.4. **No Joint Venture.** Nothing herein shall be construed as creating a joint venture or partnership between CITY and SUBLICENSEE, and neither party is authorized to act as the agent of the other party.

11.5. **Governing Law.** This Sublicense will be governed by the law of the State of California and will be construed and interpreted according to that law and in any legal dispute venue shall lie in Van Nuys.

11.6. **Signage.** SUBLICENSEE shall not use any sign, lettering, numbering, or other indicia of its occupancy or use of the PREMISES without the prior written consent of CITY.

11.7. **Severability.** If any portion of this Sublicense is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in such court's opinion to render such portion enforceable and, as so modified, such portion and the balance of this Sublicense shall continue in full force and effect.

11.8. **Taxes.** SUBLICENSEE shall pay all taxes levied and assessed upon any personal property, fixtures and improvements belonging to SUBLICENSEE and located upon the PREMISES, and all rented and possessory interest taxes levied by any taxing authority. By executing this Sublicense and accepting the benefits thereof, a property interest may be created known as a "possessory interest." Such property interest will be subject to property taxation. SUBLICENSEE, as the party in whom the possessory interest is vested, may be subject to payment of the property taxes based upon said interest.

11.9. **Cross Default.** Notwithstanding any other provision of this Sublicense to the contrary, and in addition to other rights held by CITY, it is understood and agreed by SUBLICENSEE that any default on the part of SPARC under the

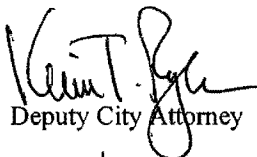
DISTRICT-SPARC Use Agreement, the SMMC Agreement, the CCHE Agreement, or the Development Agreement shall also constitute a default under this Sublicense.

11.10. **Contract Formation.** This Sublicense shall only become effective after full execution and compliance with all applicable contract formation requirements and formalities by SPARC, the City of Los Angeles (including but not limited to approval by the City Council) and the Los Angeles County Flood Control District (including but not limited to approval by the Los Angeles County Board of Supervisors) as to this Sublicense, the DISTRICT-CITY Use Agreement, the DISTRICT-SPARC Use Agreement, and the Development Agreement. Prior to that date, this Sublicense Agreement shall be of no force and effect.

IN WITNESS WHEREOF, CITY OF LOS ANGELES, a municipal corporation, Licensee and Sublicensor herein, and the SOCIAL AND PUBLIC ARTS RESOURCE CENTER, a California non-profit corporation, SUBLICENSEE herein, have caused this Sublicense to be executed as of the date of the attestation by the City Clerk.

APPROVED AS TO FORM:

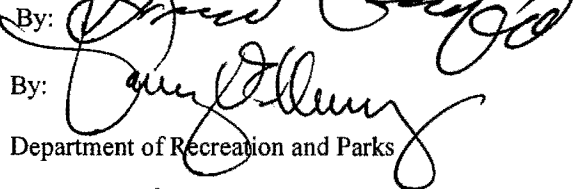
ROCKARD J. DELGADILLO, City Attorney

By: 
Deputy City Attorney

DATE: 7/12/07

SUBLICENSOR:

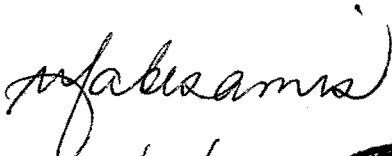
CITY OF LOS ANGELES, a municipal corporation,
acting by and through its Department of Recreation and Parks

By: 
Department of Recreation and Parks

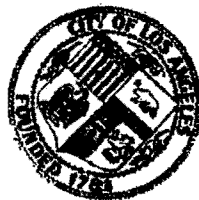
DATE: 7/11/07

ATTEST:

FRANK T. MARTINEZ, City Clerk

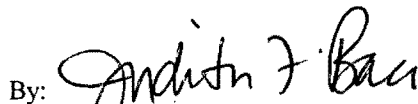
By: 

DATE: 8/16/07



SUBLICENSEE:

SOCIAL AND PUBLIC ARTS RESOURCE CENTER,
California non-profit corporation

By: 

DATE: 6/11/07

By: 

DATE: 6/11/07

C-112122

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: Oct. 21, 2010

FROM (DEPARTMENT): Recreation and Parks

CONTACT PERSON: Mary E. Alvarez PHONE: (213) 202-2640

CONTRACT NO.: 112122

COUNCIL FILE NO.: N/A

ADOPTED BY COUNCIL: _____
DATE

APPROVED BY BPW: _____
DATE

- ☐ NEW CONTRACT
- ☒ AMENDMENT NO. 1
- ☐ ADDENDUM NO. _____
- ☐ SUPPLEMENTAL NO. _____
- ☐ CHANGE ORDER NO. _____

CONTRACTOR NAME: The Social and Public Arts Resource Center

TERM OF CONTRACT: (same as original) THROUGH: _____

TOTAL AMOUNT: Increases original by possible reimbursement up to \$297,400

PURPOSE OF CONTRACT:

This Amendment increases the scope of the Agreement to include the replacement of Valley College Bridge.

AMENDMENT TO THE SUBLICENSE
BETWEEN THE CITY OF LOS ANGELES
AND
THE SOCIAL AND PUBLIC ART RESOURCE CENTER,
CONCERNING THE TUJUNGA WASH PROJECT

THIS AMENDMENT is made on _____, 2010, between the CITY OF LOS ANGELES ("CITY") as Sublicensor and THE SOCIAL AND PUBLIC ART RESOURCE CENTER ("SPARC") as Sublicensee, with principal offices at 685 Venice Boulevard, Venice, California, 90291.

WHEREAS CITY and SPARC entered into a twenty-year Sublicense on August 16, 2007, City Contract No. 112122, for the entry by SPARC upon a portion of the area in the vicinity of the Tujunga Wash in the community of Valley Glen that is subject to a Use Agreement between CITY and the Los Angeles County Flood Control District, said Use Agreement being executed on August 14, 2007 with CITY as Licensee; and

WHEREAS there has developed a need to amend the Sublicense to allow for CITY'S reimbursement to SPARC of expenditures relating to the replacement of the Valley College Bridge, used by pedestrians to cross the Wash until being closed because of earthquake damage;

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, City and SPARC agree as follows:

1. Reimbursement. SPARC may request from CITY reimbursement up to \$297,400 for expenditures incurred with the bridge replacement project, said reimbursement to be made following completion of the project upon submittal of satisfactory documentation to the project's liaison from the Bureau of Engineering and, as requested, to staff of Grants Administration of CITY'S Department of Recreation and Parks.
2. Notices. Article 8.2 of the Sublicense regarding notices is amended. Notices to the Superintendent, Planning & Construction, Department of Recreation and Parks of the City of Los Angeles shall be sent to 221 North Figueroa Street, First Floor, Los Angeles, California 90012, with the telecopier being (213) 202-2612, and the telephone being (213) 202-2608.
3. Default of Amendment Provisions. A default of this Amendment is a default of the underlying Sublicense between CITY and SPARC and creates a corresponding default in all other executed agreements between the parties to this sublicense involving the Tujunga Wash project.

4. Relation to Sublicense. Except as specifically provided in this Amendment, this Amendment will not in any manner alter, change, modify or affect any of the rights, privileges, duties or obligations of either party to the Sublicense; all the provisions of the Sublicense that are consistent with this Amendment shall remain in full force and effect.

(Signature Page to Follow)

IN WITNESS WHEREOF, the CITY OF LOS ANGELES, a municipal corporation, Licensee and Sublicensor herein, and THE SOCIAL AND PUBLIC ART RESOURCE CENTER, a California non-profit corporation, Sublicensee herein, have caused this Amendment to the Sublicense to be executed by their duly authorized representatives, to be effective as of the date of attestation by the City Clerk.

Executed this 20th day
of October, 2010

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

By [Signature]
(President)

By [Signature]
Secretary

Executed this _____ day
of _____, 2010

THE SOCIAL AND PUBLIC ART RESOURCE CENTER, a California non-profit corporation (Sublicensee)

By [Signature]

By [Signature]

Approved as to Form:

Date: 10-20-10

CARMEN A. TRUTANICH,
City Attorney

By [Signature]
Sr. Assistant City Attorney

ATTEST:
JUNE LAGMAY, City Clerk

Deputy [Signature]

Date: 10-21-10

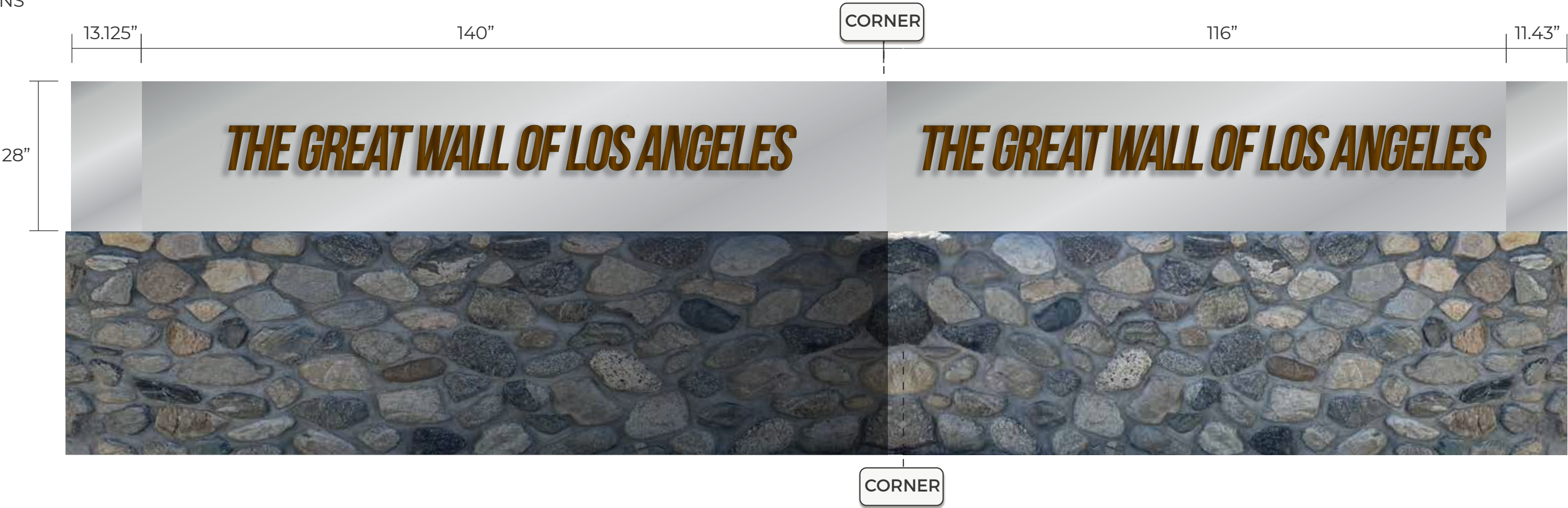


THE GREAT WALL OF LOS ANGELES

12900 Oxnard St., North Hollywood, CA 91606

— CONCEPTUAL DRAWING —

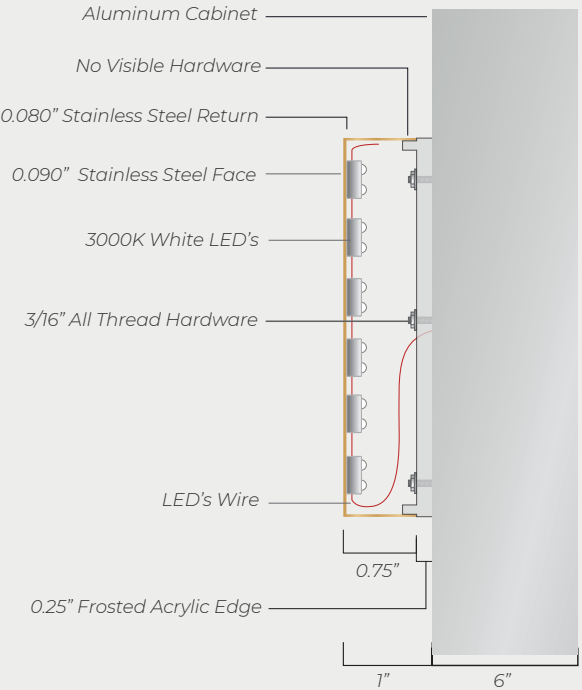
DIMENSIONS



DIMENSIONS
QTY- 1



SECTION DETAIL



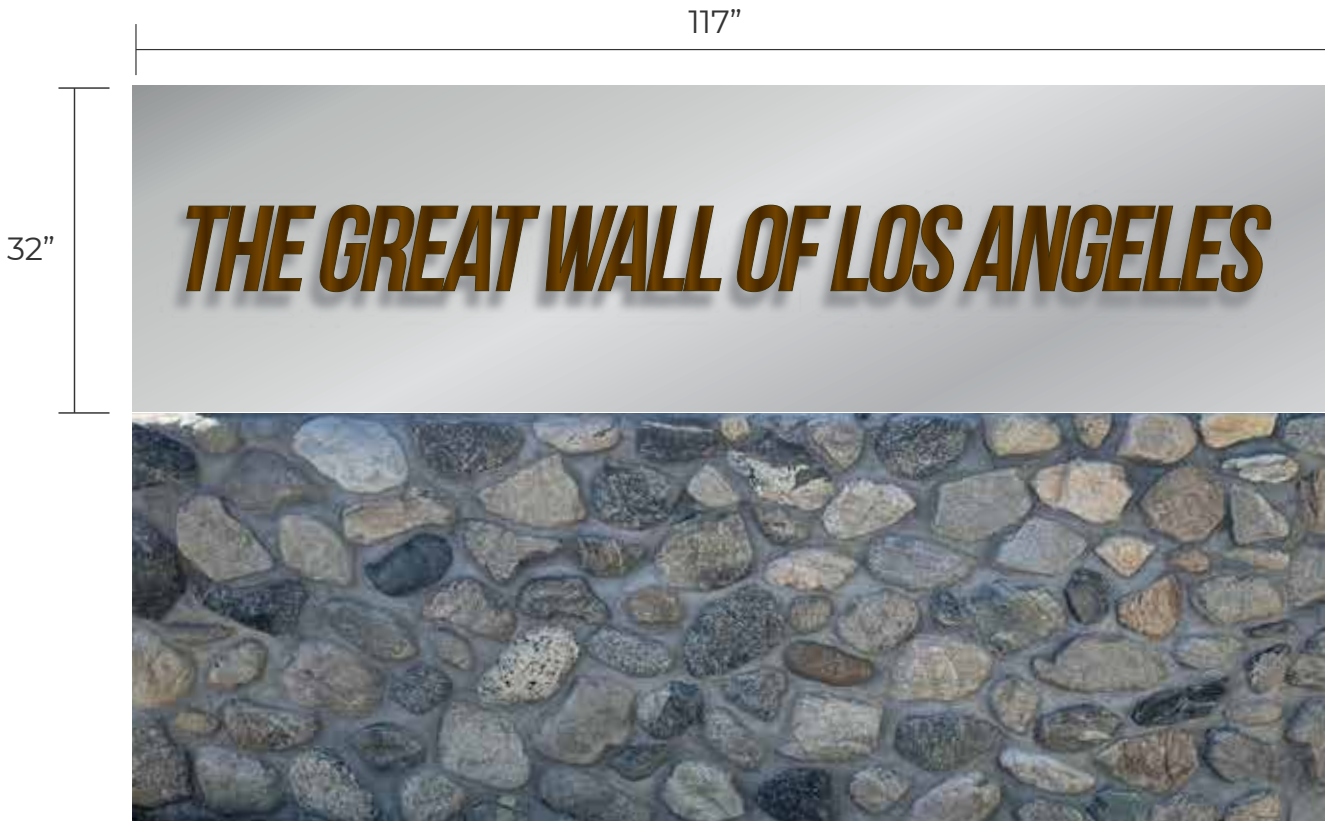
ISOMETRIC VIEW



COLOR



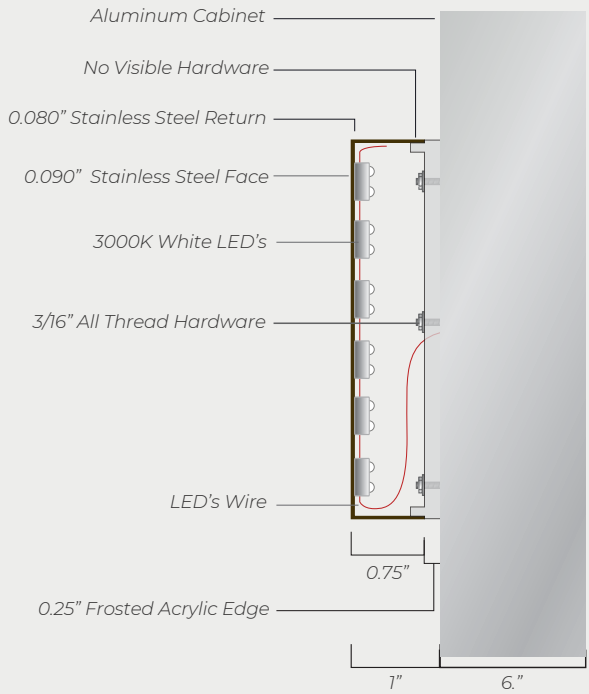
DIMENSIONS



DIMENSIONS
QTY- 1



SECTION DETAIL



ISOMETRIC VIEW



COLOR



Letters -
Electroplated Stainless Steel
Dark Copper - Brushed
Horizontal Grain



Cabinet -
Brushed Aluminum
Horizontal Grain



PROJECT NAME

The Great Wall of Los Angeles - 22 - 10077

LOCATION

12900 Oxnard St., North Hollywood, CA 91606

ACCOUNT REP.

N. Estrada

DESIGNER

L. Moreno

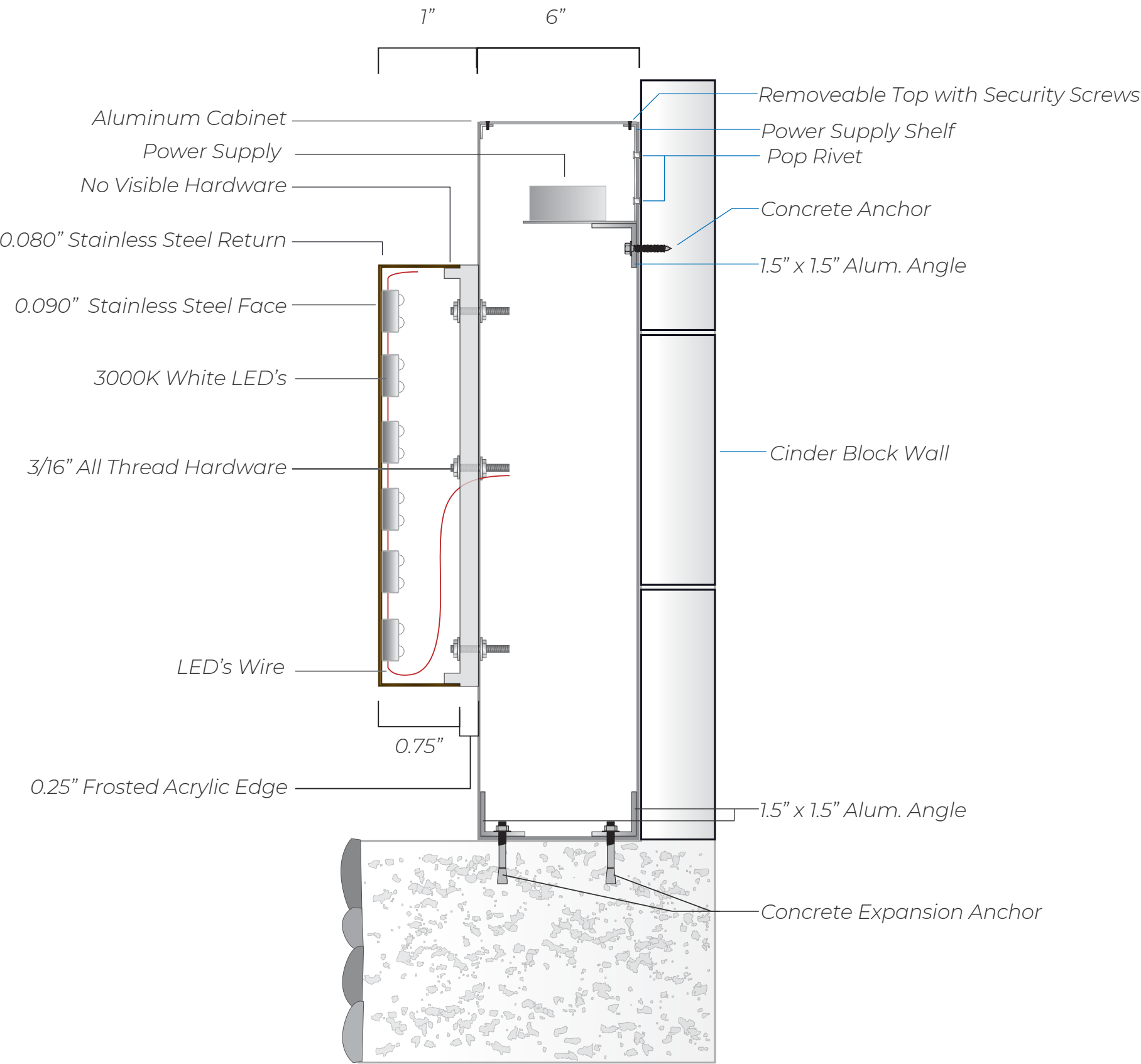
DATE

3-29-2022

REVISIONS

APPROVAL:

This is an original unpublished drawing prepared for you by Tyko Sign Group for your business. All ideas, designs, arrangements and plans indicated or represented in this drawing are owned by and the property of Tyko Sign Group. It is not to be shown outside your organization nor to be reproduced, copied or exhibited in any fashion without the written permission of Tyko Sign Group. © COPYRIGHT PROTECTED



ISOMETRIC VIEW



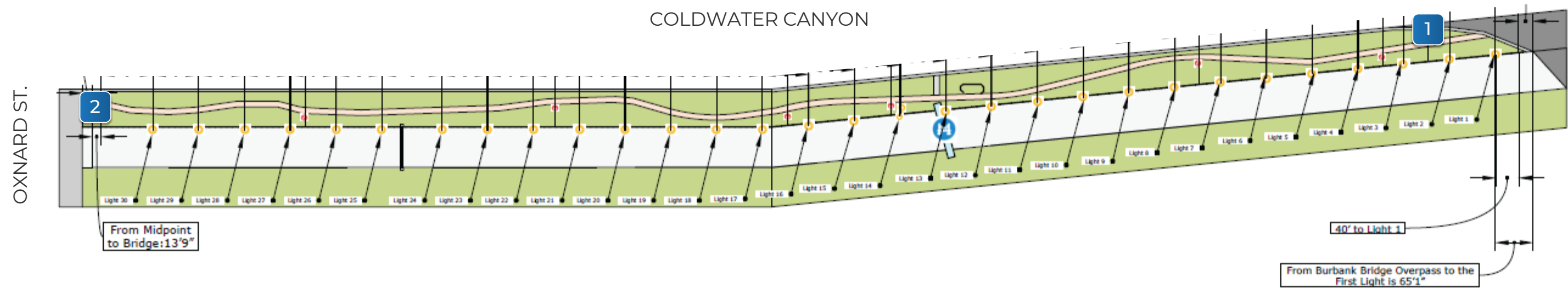
Channel Letter Specs
Face: .090 Stainless Steel Face
Body: .080 Stainless Steel Return
Back: 1/4" Translucent Clear Frosted Acrylic

Illumination
Type: LED
Power Supply: Behind the Wall
Input - 120-220 VAV -0.26-.063 Amp
Output - 2.1 - 3.3 VDC - 2 x 5 Amp Circuit

Mounting
Letters - Flex Connectors, Flex Conduit
1/4" - 20 All Thread with Washers and Nuts
Cabinet - Concrete Masonry Anchors - Qty 8 per Cabinet



COLOR		Letters -	
		Electroplated Stainless Steel Dark Copper - Brushed Horizontal Grain	



PROJECT NAME
The Great Wall of Los Angeles - 22 - 10077

LOCATION
12900 Oxnard St., North Hollywood, CA 91606

ACCOUNT REP.
N. Estrada

DESIGNER
L. Moreno

DATE
3-29-2022

REVISIONS

_____	_____	_____
_____	_____	_____

APPROVAL:

CLIENT _____

This is an original unpublished drawing prepared for you by Tyko Sign Group for your business. All ideas, designs, arrangements and plans indicated or represented in this drawing are owned by and the property of Tyko Sign Group. It is not to be shown outside your organization nor to be reproduced, copied or exhibited in any fashion without the written permission of Tyko Sign Group. © COPYRIGHT PROTECTED

**DEPARTMENT OF
CITY PLANNING**

OFFICE OF HISTORIC RESOURCES
221 N. FIGUEROA STREET, SUITE 1350
LOS ANGELES, CA 90012-2639

CULTURAL HERITAGE COMMISSION

RICHARD BARRON
PRESIDENT

GAIL M. KENNARD
VICE PRESIDENT

PILAR BUELNA
DIANE KANNER
BARRY A. MILOFSKY

COMMISSION OFFICE
200 N. SPRING STREET, ROOM 272
LOS ANGELES, CA 90012-4801
(213) 978-1300

preservation.lacity.org

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

EXECUTIVE OFFICES

200 N. SPRING STREET, ROOM 525
LOS ANGELES, CA 90012-4801
(213) 978-1271

VINCENT P. BERTONI, AICP
DIRECTOR

KEVIN J. KELLER, AICP
EXECUTIVE OFFICER

SHANA M.M. BONSTIN
DEPUTY DIRECTOR

ARTHI L. VARMA, AICP
DEPUTY DIRECTOR

LISA M. WEBBER, AICP
DEPUTY DIRECTOR

planning.lacity.org

March 23, 2021

To whom it may concern:

I am writing on behalf of the City of Los Angeles Office of Historic Resources (OHR) to convey our enthusiastic support for the improvements proposed by SPARC for the Great Wall of Los Angeles park site.

The Great Wall was listed in the National Register of Historic Places in 2017, based on a nomination submitted by the OHR. Our office has reviewed SPARC's proposed design for a new pedestrian bridge, which will greatly enhance the visitor experience at the site. The new design is elegant, complementary to its setting, and carefully sited to avoid any adverse impacts to the artwork. The six new interpretive signs and welcome signage will also significantly add to visitors' understanding of the significance, background, and context of this landmark work.

The proposed new LED lighting, which will make the mural more visible in the evenings for visitors and the local community, are sensitively placed and well-spaced along the channel. Finally, we are excited to learn of SPARC's plans, in collaboration with its founder, Judy Baca, to create designs for additional murals addressing the social history of the past six decades, which will build upon and extend the original vision of the Great Wall.

We look forward to partnering with SPARC and the governmental entities responsible for the Tujunga flood control channel to make these enhancements a reality. If you have any questions, please feel free to contact me at 213-847-3652 or ken.bernstein@lacity.org. Thank you for your consideration.

Sincerely,

Sincerely,

Ken Bernstein
Principal City Planner, Office of Historic Resources

APPROVED

DEC 07 2023

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 23-203

DATE December 07, 2023

C.D. 2

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: TUJUNGA GREENBELT PARK – AUTHORITY TO NEGOTIATE AMENDMENT TO USE AGREEMENT WITH LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, AUTHORITY TO NEGOTIATE AMENDMENT TO SUBLEASE AGREEMENT WITH SOCIAL AND PUBLIC ART RESOURCE CENTER – CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTION 15302 [REPLACEMENT OR RECONSTRUCTION OF EXISTING STRUCTURES AND FACILITIES WHERE THE NEW STRUCTURE WILL BE LOCATED ON THE SAME SITE AS THE STRUCTURE REPLACED AND HAVE SUBSTANTIALLY THE SAME PURPOSE AND CAPACITY] AND SECTION 15304(B) [NEW GARDENING OR LANDSCAPING] OF CALIFORNIA CEQA GUIDELINES, AND ARTICLE III, SECTION 1, CLASS 2 AND CLASS 4(3) OF CITY CEQA GUIDELINES

B. Aguirre _____ M. Rudnick _____
B. Jones _____ for C. Santo Domingo DF
B. Jackson _____ N. Williams _____



General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Authorize Department of Recreation and Parks (RAP) staff to negotiate the terms and conditions for an amendment to the Use Agreement between RAP and the County Flood Control District (County) for the continued use of a portion of the Tujunga Wash, with assistance from relevant City departments;
2. Authorize RAP staff to negotiate the terms and conditions for an amendment to the Sublicense Agreement between RAP and the Social and Public Art Resource Center (SPARC) for the replacement of the Valley College Bridge (Bridge), with assistance from relevant City departments;
3. Direct RAP staff to return to the Board of Recreation and Parks Commissioners (Board) for final consideration of the proposed Use Agreement Amendment;
4. Direct RAP staff to return to the Board for final consideration of the proposed Sublicense Agreement Amendment;

BOARD REPORT

PG. 2 NO. 23-203

5. Revise the project scope of work of the Great Wall of Los Angeles Interpretive Green Bridge Project (Project) to include the removal and replacement of three trees, as described in the body of this Report;
6. Authorize RAP staff to issue a temporary revocable Right of Entry (ROE) Permit to SPARC for the construction of the Project with a term not to exceed 3 years;
7. Determine that the Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15302 [Replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and have substantially the same purpose and capacity], and Section 15304(b) [New gardening or landscaping] of California CEQA Guidelines, and Article III, Section 1, Class 2 and Class 4(3) of City CEQA Guidelines; and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;
8. Authorize RAP's Chief Accounting Employee or designee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing a NOE; and,
9. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

In August of 2007, the City entered into a 20-year Use Agreement (Exhibit A) with the County for the use of an 8.22-acre portion of the Tujunga Wash, located along Coldwater Canyon Boulevard between Oxnard Street and Chandler Boulevard in the Van Nuys area of the City, known as Tujunga Greenbelt Park. Approximately 7,113 residents live within a one-half-mile walking distance from Tujunga Greenbelt Park. The use included the operation and maintenance of hiking/biking trails, the addition of hardscape and landscape, the removal and replacement of the existing Bridge, and the addition of five interpretative stations.

At this time, the City also entered into a 20-year Sublicense Agreement with SPARC (Exhibit B), a registered non-profit organization, for the replacement of the Bridge, construction of interpretive stations, and other improvements.

THE GREAT WALL OF LOS ANGELES INTERPRETIVE GREEN BRIDGE PROJECT

In April 2007, the Board granted conceptual approval to SPARC through Board Report No. 07-81 (Exhibit C) for the replacement of the pedestrian bridge at the Tujunga Wash, at that time known as the "Valley College Bridge," with a new solar-lit pedestrian bridge. It was approved that the new pedestrian bridge will have interpretive stations and the construction of five (5) additional stations along the Tujunga Wash. Access would be provided to the historical content of "The Great Wall of Los Angeles" mural located on the concrete walls within the Tujunga Wash.

BOARD REPORT

PG. 3 NO. 23-203

The existing bridge was demolished in October 2008. In February 2011, the Board approved Board Report No. 11-051 (Exhibit D) for the construction of the new Bridge. Subsequently in July 2022, the Board approved Board Report No. 22-192 (Exhibit E), for the design and installation of 2 of the “Great Wall of Los Angeles” monument signs, as part of the Great Wall of Los Angeles Interpretive Green Bridge Project.

SPARC continues working to obtain funding to design and replace the bridge, and already received a commitment of approximately \$3.4 million from the California Natural Resources Agency (CNRA) to complete the Project, which grant represents approximately 70% of the Project’s development costs.

It should be noted that RAP was only notified about these funds after they had been awarded. SPARC did not advise RAP that the Project was short funded and did not request or receive RAP’s approval to apply for funding from the State or from the CNRA for the Project.

As previously mentioned, the County owns the portion of Tujunga Green Belt Park where the Project site is located. With the Use Agreement between the City and County expiring in 2027, an extension to the Use Agreement with the County must be executed prior to extending the terms of the Sublicense Agreement with SPARC.

TREES AND SHADE - REVISED PROJECT SCOPE

SPARC is requesting approval to revise the Project scope of work to include the removal and replacement of three trees, which they have determined to obstruct the placement of the crane that will deliver the completed bridge over the river. RAP Forestry staff has developed an Existing Tree Removal sheet detailing the size and location of the trees impacted (Exhibit F), which include one Aleppo Pine and two Red Bark Eucalyptus trees. To replace the proposed trees in conformance with RAP tree replacement standards, RAP has requested SPARC provide and plant 19 trees at the site. SPARC will plant two - 36” box trees, nine - 48” box trees, and eight – 60” box trees, as seen on the attached planting plan (Exhibit G).

ENVIRONMENTAL IMPACT

The proposed Project was approved by the Board of Recreation and Park Commissioners (Board) on February 16, 2011 (BR 11-051) and the Board found that it was exempt from the California Environmental Quality Act (CEQA). The conditions of the Project have since changed, as the installation of the new bridge requires the removal of three trees, new tree planting, and additional landscaping.

According to the parcel profile report retrieved on November 28, 2023 this area resides in a liquefaction zone, and the proposed Project construction will take into account how this will affect the bridge. This site is not within a coastal, methane, or historic zone, so there is no reasonable possibility that the proposed Project will have an impact on an environmental resource of hazardous or critical concern. As the proposed Project includes the replacement of three non-native trees with 19 trees, it is not expected to have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed Project. As of November 28, 2023, the State

BOARD REPORT

PG. 4 NO. 23-203

Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) and the State Water Resources Control Board (SWCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Project site or any contaminated sites near the Project area (within 1,000 feet). According to the Caltrans Scenic Highway Map, there is no scenic highway located within the vicinity of the proposed Project or within its site. The proposed Project is not located within "The Great Wall of Los Angeles" Section of Tujunga Flood Control Channel, a mural listed in the National Register of Historic Places (NRHP # 1000001602). The proposed Project is intended to provide access to the mural and will not cause a substantial adverse change in the significance of that historical resource.

Based on this information, RAP staff recommends that the Board determines that the proposed Project is categorically exempt from the provisions of CEQA pursuant to Article 19, Section 15302 and Section 15304(b) of California CEQA Guidelines and to Section 1, Article III, Class 2 and Class 4(3) of City of Los Angeles CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.

FISCAL IMPACT

Approval of this Report will have no fiscal impact on RAP's General Fund.

STRATEGIC PLAN INITIATIVES AND GOALS

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

Goal No. 3: Create & Maintain World Class Parks and Facilities.

Outcome No. 1: Newly developed park projects and the redesign of signature City parks.

Key Milestone: Number of major park projects completed.

Result: The approval of the proposed amendments will allow for the enhancement of the park user's experience and safety.

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

LIST OF ATTACHMENTS/EXHIBITS

- 1) Exhibit A – Use Agreement between RAP and the Los Angeles Flood Control District
- 2) Exhibit B – Sublicense Agreement between RAP and the Social and Public Art Resource Center
- 3) Exhibit C – Board Report No. 07-81
- 4) Exhibit D – Board Report No. 11-051
- 5) Exhibit E – Board Report No. 22-192
- 6) Exhibit F – Tree Removals
- 7) Exhibit G – Planting Plan

ORIGINAL

AGREEMENT NO. 76319
 TUJUNGA WASH
 PARCELS 454, 632, 632A, 634,
 634A, 636 through 639, 641,
 642, 651, 652, 653, 768, 787,
 787A, 833, AND 862
 R/W MAP NO. 11-RW 25.1
 THOMAS GUIDE PAGES 532 E-7
 AND 562 E-1
 THIRD DISTRICT

USE AGREEMENT

This Agreement, entered into on AUGUST 14, 2007, by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic (hereinafter referred to as DISTRICT),

and

CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as USER),

W I T N E S S E T H

WHEREAS, the DISTRICT owns fee title to that portion of Tujunga Wash between Burbank Boulevard and Oxnard Street and the west side of Tujunga Wash between Burbank and Chandler Boulevards, in the community of North Hollywood, City of Los Angeles, State of California; and

WHEREAS, the USER desires to operate and maintain existing hiking and bicycle trails, landscaping and irrigation; remove and replace existing pedestrian bridge; and add five interpretive stations, new concrete hardscape, and additional landscaping (hereinafter referred to as IMPROVEMENTS), within the DISTRICT's fee property limits as indicated above; and

WHEREAS, the DISTRICT, while performing the primary functions of flood control, watershed management, and water conservation, is willing to cooperate where feasible with the USER, in the USER's use of that portion of Tujunga Wash between Burbank Boulevard and Oxnard Street and the west side of Tujunga Wash between Burbank and Chandler Boulevards, in the City of Los Angeles, as more particularly shown on Exhibits A and A-1, attached hereto, and made a part hereof (hereinafter referred to as PREMISES. As used herein, the term PREMISES does not include or apply to the wall of, or area within the flood control channel, but shall include the fence located on top of the channel wall); and

WHEREAS, the DISTRICT and the USER desire to enter into this Use Agreement to establish the construction, operation, maintenance, and financial obligations of each party in regard to USER's use of PREMISES.

NOW, THEREFORE, in consideration of the promises and faithful performance by USER and DISTRICT of mutual covenants herein contained, for the period of time herein set forth, the DISTRICT and USER hereto mutually agree as follows:

SECTION I

USER AGREES:

1. To bear all costs of any nature whatsoever in connection with IMPROVEMENTS and any other costs which are necessary for the USER's use of the PREMISES.
2. To obtain approval of the plans and specification for the IMPROVEMENTS in the form of a no-fee permit from DISTRICT's Construction Division, Subdivisions and Permits Unit, prior to commencing any construction work on PREMISES. USER shall also secure DISTRICT's prior approval as set forth herein and revise the permit for any changes made to the approved plans and specifications.
3. To provide DISTRICT with approved As-Built plans.
4. To be responsible for operating and maintaining the PREMISES and not permit trash or rubbish to accumulate, nor to commit, suffer, or permit any waste on the PREMISES or to operate the PREMISES in violation of laws or ordinances. USER shall maintain and clean the PREMISES at a level of service not less than provided at adjacent locations in the area.
5. To remove graffiti from the PREMISES and any walk, fences, and signs which are adjacent to the PREMISES, provided that the USER has the legal right to do so.
6. If property of DISTRICT is damaged by USER or any person entering the PREMISES with the consent of the USER, either expressed or implied, USER shall replace or repair the damaged property within a reasonable time to the satisfaction of the DISTRICT or compensate the DISTRICT for the damage within ninety (90) days of billing.
7. The IMPROVEMENTS will be subject to removal by USER at DISTRICT's request, and cost for removal and restoration of PREMISES shall be borne by USER.

8. Without limiting USER's indemnification of the DISTRICT, all parties acknowledge that the USER is self-insured for General Liability and Worker's Compensation. As a minimum, USER shall maintain coverage in the amounts equivalent to the following commercial insurance coverage:
- Coverage for general liability and property damage with a combined single limit liability in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000), per occurrence.
 - Worker's Compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both the DISTRICT and USER against any loss, claim, or damage arising from any injuries or occupation diseases occurring to any worker employed by or any person retained by USER in the course of carrying out the work or services contemplated in this Agreement.
 - In the event USER procures commercial insurance policies for this PREMISES, the County of Los Angeles and Los Angeles County Flood Control District, its governing Board, officers, agents, contractors, and employees shall be named as Additional Insured on all policies of liability insurance. In the event such commercial insurance policy is obtained, USER shall furnish DISTRICT a Certificate of Insurance evidencing USER's insurance coverage no later than ten (10) working days after execution of this Use Agreement, but before USER takes possession of the PREMISES. Upon renewal of said policy, USER shall furnish to DISTRICT a Certificate evidencing USER's continued insurance coverage herein.
 - Alternatively, USER may elect to provide a Certificate of Self-Insurance. The limits of such self-insurance coverage shall meet or exceed those stated herein.

SECTION II

DISTRICT AGREES:

1. To review plans and specifications for the PREMISES and appurtenant facilities and notify USER of its approval.
2. To grant USER permission to use DISTRICT's right of way for purposes stated herein.
3. To inspect the PREMISES for compliance with approved plans and specifications.

SECTION III

IT IS MUTUALLY UNDERSTOOD AND AGREED:

1. USER and DISTRICT shall have no financial obligation to each other under this Use Agreement, except as herein expressly provided.
2. Use of the PREMISES shall be subordinate to the basic flood control, watershed management and water conservation purpose of the area as determined by the DISTRICT's Chief Engineer and shall in no way conflict with this purpose. The DISTRICT reserves the right to terminate this Use Agreement, by giving USER thirty (30) days written notice, should, in its opinion, there develop a substantial incompatibility between the USER's permitted use herein of PREMISES and DISTRICT's current or future use of PREMISES for flood control, watershed management, water conservation, utility, or transportation purposes, arising from any cause whatsoever. It is further understood and agreed that DISTRICT may enter onto the PREMISES and/or temporarily suspend this Use Agreement for flood control, watershed management and water conservation purposes, without notice to USER, in order to allow the performance by DISTRICT, its officers, agents, invitees, and employees of emergency services work necessary to protect life, property, or the PREMISES from impending fire, fire damage, earthquake damage, flood damage, road damage, or any other condition the DISTRICT determines to be an emergency. In such cases of emergencies, as the DISTRICT will solely determine, the PREMISES could be subject to temporary closure.
3. Indemnification.
 - (a) Except to the extent caused by DISTRICT's negligence, USER agrees to indemnify, defend, and hold harmless DISTRICT, its governing Board, officers, employees, engineers, contractors, and agents against any claims, demands, liabilities, damages, costs, and expenses of any nature whatsoever, arising from or in connection with (1) the use, construction, reconstruction, maintenance, operation, or removal by USER of any improvements constructed or maintained by USER on, above or under the PREMISES (including the use of IMPROVEMENTS by third parties) or (2) breach of any of USER's obligations under this Use Agreement. For purposes of this Section 3, DISTRICT shall mean the Los Angeles County Flood Control District, the County of Los Angeles and their governing Boards, officers, agents and employees, and USER shall mean the City of Los Angeles and its governing Boards, officers, agents and employees.
 - (b) Except to the extent caused by DISTRICT's negligence, DISTRICT shall not be liable for any loss occurring due to the operation of the

PREMISES by USER; for injury, loss, death to any person whomsoever, including third parties, any damage or destruction to the PREMISES, at any time, occasioned by or arising out of, indirectly, solely, or contributory by: (1) any act, activity or omission of USER or anyone holding under USER; (2) the occupancy or use of the PREMISES or any part thereof, by or under USER; and/or (3) any state or condition of the PREMISES caused by or relating to IMPROVEMENTS or any part thereof.

(c) Except to the extent attributable to the concurrent negligence, or misconduct of USER, DISTRICT agrees to indemnify, defend and hold harmless USER, its governing council, officers, employees, engineers, contractors, and agents against the claims of any third parties for any damage, destruction, personal injury or death, attributable to the negligence or misconduct of the DISTRICT.

(d) Each party agrees to include the other within the protection of any indemnification clause contained in any contract relating to the PREMISES.

4. USER waives all rights to damages and releases DISTRICT of all liability for any loss, cost or expense USER may sustain as a result of damage to or destruction of IMPROVEMENTS or any property of USER on or adjacent to the PREMISES caused by DISTRICT's flood control, watershed management or water conservation facilities and operations.
5. DISTRICT, its Board, any authorized officer, engineer, employee, contractor, through its agents or representatives, shall have full right and authority to enter in and upon the PREMISES at any and all reasonable times during the term of this Use Agreement, all without interference or hindrance by USER, its agents, officers, contractors, employees or representatives for the purpose of inspecting the same and to serve or post any notice required or permitted by law for the protection of any right or interest of the DISTRICT.
6. Except as to fuels, lubricants and products associated with motorized vehicles and/or equipment and/or gardening or maintenance-related substances, USER shall not cause or allow the presence, use, storage, or disposal of any hazardous substances on or about the PREMISES without the prior written consent of the DISTRICT. In the event of spillage, leakage or escape of any hazardous substance onto the PREMISES, USER shall immediately notify DISTRICT by calling (800) 675-4357. If the spillage, leakage or escape was caused by USER, USER shall promptly remove any such substance from the PREMISES to the DISTRICT's satisfaction. In addition to removing any of USER's HAZARDOUS substances, USER shall be liable for and reimburse DISTRICT for any and all cost and expenses that DISTRICT may incur or suffer. Such responsibility shall

include cost or expenses as DISTRICT may incur by reason of Federal, State, local or other authoritative agency's laws and regulations. Notwithstanding the foregoing, USER shall have no responsibility regarding any spill, leak or escape associated with any of DISTRICT's tenants, licensees or easement holders.

7. USER shall be the lead agency and will provide the necessary environmental clearances and any other permits as required by law.
8. The term of this Use Agreement shall be for twenty (20) years (Initial Term), subject to the DISTRICT's right to terminate as provided for in paragraph 2 above.
9. USER shall have the right to renew this Use Agreement beyond the Initial Term on a year-to-year basis for a period not to exceed twenty (20) years, provided a written request from the USER is received by the DISTRICT no earlier than twelve (12) months or later than six (6) months prior to the end of the Initial Term and upon written approval of DISTRICT. The DISTRICT shall have the right to cancel this Use Agreement for any reason, after the Initial Term, upon thirty (30) days' written notice to USER.
10. Except as otherwise stated in this Use Agreement, this Use Agreement can only be cancelled by USER as provided herein or terminated by DISTRICT for breach of any term or provision in this Use Agreement, provided, however, that a failure to perform any provision, covenant or condition of this Use Agreement shall not be deemed a breach if cured within thirty (30) days of written notice of breach.
11. Notices.
All notices herein that are to be given or that may be given by either party shall be in writing and shall be deemed to have been given three business days after deposit in the U.S. Mail addressed as follows:

To DISTRICT:

Mapping & Property Management Division
Los Angeles County Flood Control District
Department of Public Works
900 South Fremont Avenue, 10th Floor
Alhambra, CA 91803-1331

[tel.: (626) 458-7065 or (626) 458-7072; fax (626) 289-3618
for Emergencies, contact (626) 458-HELP (4357)]

To USER:

Superintendent
Valley Regional Operations
Department of Recreation and Parks
6336 Woodley Avenue
Van Nuys, CA 91406

(818) 368-8343 or (818) 756-8060; fax (818) 908-9786

Superintendent
Planning and Development
Department of Recreation and Parks
City of Los Angeles
1700 West 7th Street, 7th Floor
Los Angeles, CA 90017

(213) 928-9191; fax (213) 928-9180)

Office of the City Attorney
Real Estate Division
City of Los Angeles
200 North Main Street, Room 701
Los Angeles, CA 90012

ACKNOWLEDGEMENTS

IN WITNESS WHEREOF, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, by order of its Board of Supervisors, has caused the Use Agreement to be subscribed by the Chairman of the Board and the seal of the DISTRICT to be affixed hereto and attested by its Executive Officer of the Board of Supervisors, and the USER has hereunto subscribed their names, the date and year first above written.

USER:
CITY OF LOS ANGELES
a municipal corporation

By

By

July 25, 2007

Date

July 25, 2007

Date

Approved as to Form:
ROCKARD J. DELGADILLO
City Attorney

Kevin T. Ryan
Deputy City Attorney

7/26/07
Date

DISTRICT:

LOS ANGELES COUNTY FLOOD CONTROL
DISTRICT, a body corporate and politic

By

AUG 14 2007

Date

ATTEST:

Sachi A. Hamai, Executive Officer
of the Board of Supervisors of the County of Los Angeles

By:

Deputy

Approved as to Form:
RAYMOND G. FORTNER, JR.
County Counsel

By

Deputy

WH:jb
P6/useWH

ADOPTED
BOARD OF SUPERVISORS

29

AUG 14 2007

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Chairman of the Board on all papers, documents, or instruments requiring the Chairman's signature.

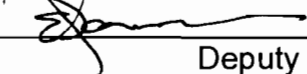
The undersigned hereby certifies that on this 14TH day of AUGUST, 2007, the facsimile signature of ZEV YAROSLAVSKY, Chairman of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Chairman of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.



(LACFCD-SEAL)

SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

By  Deputy

ACKNOWLEDGMENT FORM

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On July 25, 2007, before me, Ruth M. Sandoval, Notary Public,
(insert name of the officer) (insert title of the officer)

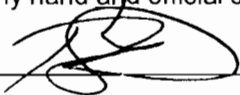
personally appeared Lisa T. Skingato and Dan Grunfeld

(insert name(s) and title(s))

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature



(Seal)

NOTARIES: ATTACH ADDITIONAL OR OTHER FORMS, IF REQUIRED

ACKNOWLEDGMENT FORM
(FOR COUNTY USE ONLY)

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, before me, CONNY B. McCORMACK, Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared _____

_____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

CONNY B. McCORMACK, Registrar-Recorder/
County Clerk of the County of Los Angeles

By _____
Deputy County Clerk

(Seal)

Airspace Plan Reference	Common Area		Subdivision of Airspace
	Tract No.	Lots Type	
513722 a 1-18 p7	82402	1 E 2 Concom	Sh. 2, pg. 58 sheet 2

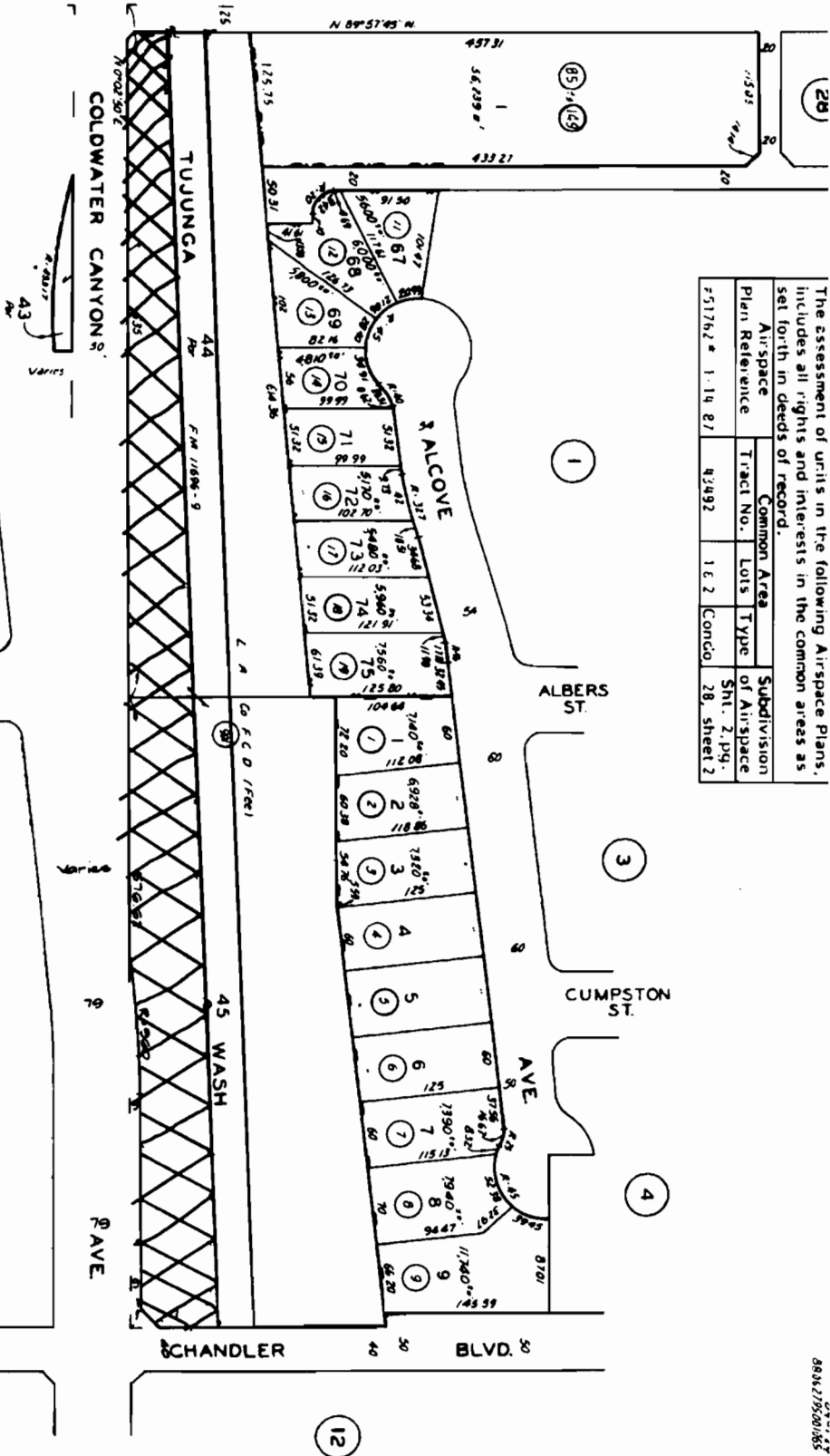


EXHIBIT A-1

TRACT NO. 10863	M.B. 76-4-40-50
CONDOMINIUM	
TRACT NO. 43492	M.B. 1076-64-65

C-112122

Sublicense

CITY OF LOS ANGELES

and

SOCIAL AND PUBLIC ART RESOURCE CENTER

SUBLICENSE
BETWEEN CITY OF LOS ANGELES AND SOCIAL AND PUBLIC
ART RESOURCE CENTER RE
TUJUNGA WASH/GREAT WALL MURAL

WHEREAS, approximately 31 years ago, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (DISTRICT"), a body corporate and politic, granted permission to the Social and Public Art Resource Center, Inc. ("SPARC"), a California non-profit corporation, for the creation of an approximate one half mile long mural painting on a retaining wall of the Tujunga Wash (a tributary of the Los Angeles River) in the North Hollywood section of the City of Los Angeles between Oxnard Street and Burbank Boulevard. The mural contains a chronological narrative of, and tribute to, the ethnically diverse peoples of California from Prehistoric times to the 1950's and it was entitled "The Great Wall of Los Angeles" mural. At some point thereafter, to enhance viewing of The Great Wall of Los Angeles mural, a pedestrian bridge over the Tujunga Wash channel was also constructed.

WHEREAS, over the years, both the bridge and the Great Wall of L.A. mural have sustained damage from the sun, the elements and other causes; and

WHEREAS, the CITY OF LOS ANGELES ("CITY"), a municipal corporation, and the DISTRICT are in the process of finalizing a Use Agreement, pursuant to which the DISTRICT will grant the CITY permission to use the property on the west and east sides of Tujunga Wash between Oxnard Street and Burbank Boulevard and on the west side of Tujunga Wash between Burbank and Chandler Boulevards; and

WHEREAS, the DISTRICT, and SPARC are in the process of finalizing a Use Agreement pursuant to which the DISTRICT will grant SPARC permission to enter into the Tujunga Wash Channel and paint, restore, maintain, etc., the Great Wall of Los Angeles mural; and

WHEREAS, SPARC desires to remove and replace the existing pedestrian bridge and to create, install and maintain interpretive stations and related facilities ("IMPROVEMENTS") on a portion of the surface area which is the subject of the DISTRICT-CITY Use Agreement and seeks the permission of the CITY to enter onto and use a portion of such surface area space to perform such acts; and

WHEREAS, SPARC and the SANTA MONICA MOUNTAINS CONSERVANCY ("SMMC") have entered into an agreement dated, August 9, 2006, pursuant to which SPARC has agreed to, among other things, restore and preserve existing portions of The Great Wall of Los Angeles mural, construct a new solar-lit bridge and interpretive stations and construct five additional interpretive stations along the flood control channel wall; and

WHEREAS, SPARC has submitted a grant application to the CALIFORNIA CULTURAL AND HISTORICAL ENDOWMENT ("CCHE") pursuant to which SPARC would, among other things, restore and preserve The Great Wall of Los Angeles mural, construct a new solar-lit bridge with interpretive stations and construct five additional interpretive stations along the flood control channel wall and the CCHE has reserved funds for this project pursuant to a letter dated May 9, 2006; and

WHEREAS, SPARC and CITY are in the process of negotiating a Development Agreement which will set forth the details and terms and conditions relating to the IMPROVEMENTS SPARC will construct with funding from CCHE, the work which SPARC will perform and the construction, operation, maintenance and financial and other obligations of each party; and

WHEREAS, CITY and SPARC enter into this Sublicense Agreement as a preliminary and a conditional step in an effort to facilitate the development and execution of a Development Agreement.

NOW, THEREFORE, in consideration of the promises and faithful performance by SPARC of the covenants herein contained, for the period of the time herein set forth, the parties agree as follows:

ARTICLE 1. BASIC PROVISIONS

1.1. **Date And Parties.** This Sublicense ("Sublicense") is dated, for reference purposes only, Aug. 14, 2007 and is made between CITY as Sublicensor ("CITY"), and SPARC, as SUBLICENSEE ("SUBLICENSEE" or "SPARC"), upon the provisions and conditions contained in this Sublicense. CITY is a municipal corporation, organized under the laws of the State of California, acting through its Department Of Recreation And Parks. SUBLICENSEE is a California non-profit corporation, with principal offices at 685 Venice Boulevard, Venice, California 90291. The phrase "Execution Date" shall mean the date the Office of the City Clerk of Los Angeles attests this Sublicense.

1.2. **Sublicensed Premises.** CITY hereby sublicenses to SUBLICENSEE, and SUBLICENSEE hereby sublicenses from CITY, for the Term and upon the conditions hereafter provided, that space ("PREMISES") over and adjacent to the Tujunga Wash flood control channel between Burbank Boulevard and Oxnard Street in the City of Los Angeles, as set forth in the Map attached hereto as Exhibit A. Area #1 relates to the interpretive stations along the area adjacent to the east wall. Area #2 relates to the pedestrian bridge. Area #3 relates to the lay down area.

1.3. **Acceptance Of Premises.** SUBLICENSEE represents that SUBLICENSEE has inspected and examined the PREMISES and all improvements thereon and accepts "as is, where is" the condition of the PREMISES and improvements as of the date SUBLICENSEE executes this Sublicense.

1.4. **Capacity Of City As Licensee and Sublicensor.** Except where clearly and expressly provided otherwise in this Sublicense, the capacity of the City of Los Angeles in this Sublicense shall be as Sublicensor only, and all obligations or restrictions, if any, imposed by this Sublicense on CITY shall be limited to that capacity and shall not relate to or otherwise affect any activity of the City of Los Angeles in its governmental capacity, including, but not limited to, enacting laws, inspecting structures, reviewing and issuing permits, and all other legislative, administrative, or enforcement functions of the City of Los Angeles pursuant to federal, state, or local law. Nothing in this Section or this Sublicense shall be construed as abrogating or limiting any immunities or exemptions which the City of Los Angeles is entitled under the law.

1.5. **General Manager.** The defined term "General Manager" shall mean the General Manager of the Department of Recreation And Parks of the City of Los Angeles, or such successor position as the City Council of the City of Los Angeles may designate. The defined term "General Manager" shall also include any person designated by the General Manager to act on behalf of the General Manager, either generally or for specified activities under this Sublicense.

1.6. **Use.** SUBLICENSEE shall have the right to the non-exclusive use of the PREMISES indicated in Exhibit A as permitted herein. SUBLICENSEE shall use the PREMISES only for purposes related to: 1) the renovation, painting, repair and development of the mural; 2) the construction of interpretive stations; and 3) the demolition of the existing pedestrian bridge and construction of a new solar-lit pedestrian bridge. SUBLICENSEE shall not use the PREMISES for any other purpose without the prior written consent of the General Manager. All such permitted uses must be also be in accordance with this Sublicense Agreement, in accordance with the SMMC, CCHE and the Development Agreements referred to above, and also in full compliance with all applicable laws, statutes, ordinances, rules and regulations. Licensee shall not commit any nuisance or waste upon the PREMISES. SUBLICENSEE acknowledges that its occupancy and use of the PREMISES is secondary and subordinate to the occupancy and use by and of the DISTRICT and CITY. SUBLICENSEE may use Areas #2

and #3 up to the date of SUBLICENSEE's full completion of the pedestrian bridge and CITY'S written acceptance of same as per Section 1.8 below.

1.7. **Permits.** Subject to Section 1.8 below, SUBLICENSEE agrees to keep and maintain the PREMISES in good condition and to maintain and repair, at SUBLICENSEE's sole cost and expense. SUBLICENSEE shall, at its own expense, obtain all licenses, permits and inspections necessary for SUBLICENSEE's uses of and actions to be performed on the PREMISES.

1.8. **No Repair Obligation By City.** As to all IMPROVEMENTS to be made, constructed and/or performed by SPARC, prior to full completion by SPARC and CITY'S written acceptance of same, CITY shall have no obligation to repair, replace and/or inspect any aspect of feature of same. Upon the CITY'S written acceptance of the IMPROVEMENTS, ownership of same shall transfer from SUBLICENSEE to CITY and CITY will assume from SUBLICENSEE the prospective obligations of the repair and maintenance, with the exception of the artistic components and features of the interpretative stations (i.e., the graphic image and text mounted on the concrete podiums), as to which the responsibility for cleaning, repair and maintenance for the duration of this Sublicense shall remain and belong to SPARC. If for any reason the CITY does not accept any of the IMPROVEMENTS, except as expressly provided in the Development Agreement, the responsibility to demolish and remove any such non-accepted property shall belong solely to SPARC.

1.9. **Incorporation Of Agreements.** This Sublicense is subject to all of the provisions, covenants and conditions of the two Use Agreements, the SMMC Agreement and the CCHE Agreement, referred to above, with the same force and effect as if the provisions and conditions of the Agreements were fully set forth herein, except as otherwise provided herein. In addition, SUBLICENSEE shall not do or commit any act or activity or undertake any use of the PREMISES which would place CITY in violation of the DISTRICT-City Use Agreement, and SUBLICENSEE shall cooperate with CITY to the extent necessary for CITY to comply with the provisions and conditions of the said Use Agreement. A breach of any of the terms of any of these Agreements shall constitute to breach of the terms of this Sublicense Agreement and shall constitute a basis for the City to terminate for cause.

1.10. **Effect Of Inspections Or Approvals.** Wherever in this Sublicense inspections or approvals are required from CITY in its role as Sublicensor under this Sublicense, including from the General Manager, such inspections or approvals are additional to, and are not in lieu of, any inspections or approvals otherwise required under any applicable ordinance, regulation, or statute. Such inspections or approvals by CITY are discretionary acts and shall not impose any liability on CITY to third persons nor to SUBLICENSEE, and, in addition, shall not obligate CITY for any costs or expenses related to the construction, improvement, or maintenance of any building or other structure at the PREMISES.

1.11. **Utilities.** SUBLICENSEE shall furnish, at SUBLICENSEE's sole cost and expense, all power and/or utility services as may be required with respect to any structures or improvements on the PREMISES during the Term of this Sublicense.

1.12. **No Interest In Real Property.** SUBLICENSEE hereby acknowledges that this agreement is a license only and does not constitute a lease of or any other interest in real property.

ARTICLE 2. TERM

2.1. **Term.** The term ("Term") for this Sublicense shall commence on Aug. 14, 2007 ("License Commencement Date"), and shall terminate on 8/13/27. Any termination for any reason of the DISTRICT-CITY Use Agreement, whether voluntary or involuntary on the part of the CITY, shall also result in the automatic termination of this Sublicense.

2.2. **Termination Non-Conforming Use.** Should SUBLICENSEE fail or cease to use the PREMISES for the purposes specified herein, or should the operations conducted not be in accordance with the statutes, ordinances, rules, regulations and laws of the United States, the State of California or the County or City of Los Angeles applicable to the services or the PREMISES, upon not less than thirty (30) days prior written notice, CITY may terminate this Sublicense.

2.3. **Termination-Unsatisfactory Performance.** In addition to CITY'S right to terminate this Sublicense for default, should the quality of services not meet the expectations of CITY, as determined by the General Manager, upon not less than sixty (60) days notice or should the General Manager have any concerns about potential liability or safety issues, the General Manager may terminate this Sublicense. The determination regarding concerns about potential liability or safety issues, and whether the quality of services meets the expectations of CITY, are subjective in nature and the decision of General Manager is final and conclusive.

2.4. **Holdover.** If SUBLICENSEE, with CITY'S written consent, remains in possession of the PREMISES after the expiration or termination of this Sublicense, or after the date in any notice given by CITY to SUBLICENSEE terminating this Lease, such possession by SUBLICENSEE shall be deemed to be on a month-to-month status terminable on thirty (30) days' notice given at any time by either party. All provisions of this Sublicense except those pertaining to Term shall apply to the month-to-month possession. If SUBLICENSEE holds over without CITY'S written consent, SUBLICENSEE shall be deemed to be a tenant at sufferance.

2.5. **Condition Of Surrendered Premises.** Upon the expiration or termination of this Sublicense, SUBLICENSEE shall peaceably surrender the PREMISES, and all alterations and additions thereto, clean, in good order, repair and condition, reasonable wear and tear excepted. Upon such expiration or termination, SUBLICENSEE shall, without expense to the CITY or DISTRICT, remove or cause to be removed from the PREMISES all property installed or placed thereon by SUBLICENSEE as the General Manager may in his sole discretion require to be removed, and SUBLICENSEE shall repair at its own expense all damage to the PREMISES resulting from such removal.

ARTICLE 3. CONSIDERATION

3.1. **Consideration.** Provided SUBLICENSEE is not in default, no rent is to be paid to CITY for this Sublicense. The consideration to be furnished by SUBLICENSEE will be the renovation, painting, operation, improvement, development of the Great Wall of Los Angeles mural, the removal and replacement of the pedestrian bridge, the construction of the viewing stations, and the performance or additional acts to be set forth in the Development Agreement and SUBLICENSEE's faithful performance of all the terms of this Sublicense and the two Use Agreements, the SMMC Agreement, the CCHE and the Development Agreements, referred to above. If SUBLICENSEE remains on the PREMISES after being requested by the CITY to leave, the rent shall accrue at the rate of \$750.00 per month.

ARTICLE 4. LIMITATIONS

4.1. **All Costs Borne By SUBLICENSEE.** All costs, expenses, risks and liabilities associated with the work and improvements on the PREMISES shall be borne solely by SUBLICENSEE.

4.2. **Compliance With Laws.** All work done pursuant to the provisions of this Sublicense shall be done in accordance with the provisions and conditions specified in ordinances and statutes governing such instances; and the provisions of such ordinances and statutes are, by reference, made a part of this Sublicense as though fully set forth.

4.3. **Prohibition Of Liens.** SUBLICENSEE will pay for all materials placed upon, joined, or affixed to the PREMISES by or at the instance of SUBLICENSEE, and will pay in full all persons who perform labor upon the PREMISES

at the instance of SUBLICENSEE, and will not cause or permit any liens of any kind or nature to be levied against the PREMISES for any work done or materials furnished thereon at the instance or request of SUBLICENSEE. If SUBLICENSEE shall, in good faith, contest the validity of any such lien, then SUBLICENSEE shall defend itself and CITY and/or DISTRICT against the same and shall satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against CITY, DISTRICT and/or the PREMISES, upon the condition that if CITY shall require, SUBLICENSEE shall furnish to CITY and/or DISTRICT a surety bond in an amount equal to such contested lien indemnifying CITY and/or DISTRICT against liability for the same and holding the PREMISES free from the effect of such lien.

4.4. **Assignment Prohibited.** This Sublicense and permission herein given is personal to SUBLICENSEE and is not assignable or sublicenseable without CITY's prior written approval of the General Manager. Any such attempted assignment, hypothecation, mortgage or sublicense without CITY's prior written consent shall be void and of no force or effect and shall confer no rights upon the assignee, mortgagee or SUBLICENSEE of the PREMISES and may be withheld at the sole and absolute discretion of the General Manager.

4.5. **Americans With Disabilities Act.** SUBLICENSEE shall construct all improvements and operate all programs from the PREMISES in a manner which is in compliance with the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.) and any and all other applicable federal, state, and local laws regarding accessibility for persons with disabilities (collectively "the ADA"). CITY shall have no obligation or responsibility to make or install any improvements to the PREMISES or any improvements on the PREMISES or any street curbs abutting the PREMISES where such improvements are required for compliance under the ADA, but, instead, such obligation and responsibility shall be SUBLICENSEE's.

4.6. **Right Of Entry.** The CITY and/or DISTRICT and their authorized representatives, agents and employees shall have the right to enter upon the PREMISES at any and all times for any purpose or reason, including but not limited to the inspection and observation of SUBLICENSEE's operations.

4.7. **Operating Permits And Licenses.** SUBLICENSEE shall be required to obtain, at its sole expense, any and all permits or licenses that may be required in connection with its operations including, but not limited to, tax permits, business licenses, health permits, etc.

4.8. **Receivership Or Bankruptcy.** In the event SUBLICENSEE shall be adjudicated a bankrupt or become involved in any proceedings under the bankruptcy laws of the United States, or if the license interest created hereby, or any improvements existing or constructed pursuant to this Sublicense, shall be transferred by operation of law, including but not limited to, enforcement of a judgment, the trustee in bankruptcy, the assignee or judgment purchaser shall be bound by all provisions of this Sublicense, including but not limited to the provision that operation of the PREMISES be on a charitable, non-profit basis.

4.9. **No Relocation Assistance.** SUBLICENSEE acknowledges that it is occupying property of a public agency on a temporary basis. SUBLICENSEE also acknowledges that upon termination of this Sublicense, whether by expiration or otherwise, SUBLICENSEE shall not be entitled to receive any relocation assistance or benefits which may be provided under any law, including, but not limited to, the Uniform Relocation Acts of the United States or of the State of California.

ARTICLE 5. REPORTS AND AUDITS

5.1. **Reports To City.** On July 1, 2008, and thereafter not less often than annually, SUBLICENSEE shall provide a report, which includes the financial, organizational, and programmatic activities of SUBLICENSEE related to the PREMISES to the General Manager. If requested by General Manager, SUBLICENSEE shall submit an audit report in a form

and by a company approved by the General Manager, within one hundred twenty (120) days of the close of SUBLICENSEE's fiscal year during the Term of this Sublicense. SUBLICENSEE shall pay the cost of the audit.

5.2. **Business Records.** SUBLICENSEE shall maintain a method of accounting of all the receipts and disbursements in connection with activities related to the PREMISES which shall correctly and accurately reflect the gross receipts and disbursements received or made by SUBLICENSEE. The method of accounting, including bank accounts, established for the activities related to the PREMISES shall be separate from the accounting systems used for any other business operated by SUBLICENSEE which are not related to the PREMISES or for recording SUBLICENSEE's personal financial affairs. Such method shall include the keeping of the following documents:

5.2.1. Regular books of accounting such as general ledgers.

5.2.2. Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.

5.2.3. State and Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown.

5.2.4. Any other accounting records that General Manager, in General Manager's sole discretion, deems necessary for proper accounting.

5.3. **Inspection And Audit Of Records By City.** This Section is additional to, not in lieu of, CITY'S general access rights contained in other sections of this Sublicense. All documents, books and accounting records required to be maintained or retained under this Article shall be open for inspection and reinspection by CITY with reasonable prior notice at a place mutually agreed upon between CITY and SUBLICENSEE or, if not so mutually agreed, at a CITY office designated by CITY within the City of Los Angeles during regular operating hours during the Term of this Sublicense and for a reasonable period, not to exceed three (3) years, thereafter. In addition, whether or not in connection with any audit, CITY shall have the right to inspect, and upon such request SUBLICENSEE shall produce copies to CITY of, SUBLICENSEE's federal and state income tax returns as filed along with any amendments or supplemental filings related thereto, for any fiscal year(s) commencing with 2004.

ARTICLE 6. INDEMNIFICATION AND INSURANCE

6.1. **Indemnification.** SUBLICENSEE hereby undertakes and agrees to release, hold harmless, indemnify and defend (with counsel approved by CITY) CITY and CITY'S officers and employees from and against any and all claims, loss, demands, expense, damage or liability whatsoever for injuries to or death of persons or damage to property in any manner caused by or related to any act or omission by SUBLICENSEE or its employees, agents, contractors or invitees, or in any manner caused by or related to the exercise or enjoyment by SUBLICENSEE of any right or permission herein given or by reason of any violation of law by SUBLICENSEE or by any failure on the part of SUBLICENSEE to keep or perform any of the provisions or conditions of this Sublicense. Notwithstanding the preceding, SUBLICENSEE will not be required to indemnify, defend and hold harmless CITY from and against any claim to the extent that it arises from or in connection with the active negligence or willful misconduct of CITY or any agent, servant or employee of CITY. The foregoing indemnifications shall survive the termination, cancellation, or expiration of this Sublicense.

6.2. **Insurance.** SUBLICENSEE, at its sole cost and expense, shall provide and maintain for the Term of this Sublicense from an insurance company or companies licensed in the State of California, the following insurance coverage for its use of the PREMISES, and any building or other structure on the PREMISES:

6.2.1. **Insurance.** SUBLICENSEE shall provide and maintain general liability and property damage insurance in an amount of not less than Five Million Dollars (\$5,000,000) Combined Single Limit per occurrence. Evidence of such insurance shall be on an Insurance Industry Certificate of Insurance and should include coverage for products/completed operations, except that after the date of the City's written acceptance of the new pedestrian bridge, sublicense shall only be required to maintain insurance for general liability, not property damage, and only in an amount of not less than One Million Dollars (\$1,000,000) Combined Single Limit per occurrence.

6.2.2. **Worker's Compensation.** By signing this Sublicense, SUBLICENSEE hereby certifies that it is aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the Term of this Sublicense. In addition, SUBLICENSEE shall maintain coverage for Workers Compensation Insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for SUBLICENSEE, CITY and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by, any person retained by, or any person permitted to enter the Channel or onto the PREMISES, by SUBLICENSEE in the course of carrying out the work, services or activities contemplated in this Agreement.

6.2.3. **Additional Insureds.** SUBLICENSEE shall include CITY, and all its boards, officers, agents and employees, and the County of Los Angeles and Los Angeles County Flood Control District, its governing board, officers, agents, contractors and employees, as Additional Insureds on all policies of insurance, including but not limited to any insurance required of SPARC under its Use Agreement with the DISTRICT. SUBLICENSEE shall furnish DISTRICT and CITY a Certificate of Insurance evidencing SUBLICENSEE's insurance coverage no later than ten (10) working days after execution of this Agreement but, in any event, before SUBLICENSEE enters onto the PREMISES. Upon renewal of said policies, SUBLICENSEE shall furnish to DISTRICT and CITY a Certificate evidencing SUBLICENSEE's continued insurance coverage herein.

6.2.4. **Notice of Change In Insurance.** All insurance policies required under this Sublicense shall expressly provide that such insurance shall not be canceled or materially reduced in coverage or limits except after thirty (30) days written notice (ten (10) days for non-payment of premium) has been given to DISTRICT and the CITY Administrative Officer, Risk Management, City Hall East, Room 1240, 200 North Main Street, Los Angeles, California 90012.

6.2.5. **Default.** If insurance is canceled, lapsed, or reduced below minimums required in this Article, this Sublicense shall automatically terminate, effective the date of such failure, subject to revival by CITY, and SUBLICENSEE agrees to cease all operations and activities on the PREMISES upon failure to keep the insurance in force. If the cancellation, lapse, or reduction below required minimums were not due to fault of SUBLICENSEE, this Sublicense shall automatically revive upon the same provisions and conditions at such time as SUBLICENSEE supplies CITY with acceptable proof that required insurance coverage has resumed. Otherwise, revival of the Sublicense shall be at the reasonable discretion of CITY, which may impose such additional requirements as may be considered prudent to protect the interests of CITY and the public.

6.2.6. **Adjustment Of Insurance Levels.** CITY reserves the right at any time during the Term of this Sublease, applying generally accepted Risk Management principles, to change the amounts and types of insurance required hereunder by giving SUBLICENSEE ninety (90) days written notice.

ARTICLE 7. HAZARDOUS MATERIALS

7.1. **Hazardous Materials.** Except as to fuels, lubricants and products associated with motorized vehicles and/or equipment and/or gardening or maintenance-related substances, SUBLICENSEE shall not cause or allow the presence, use, storage, or disposal of any hazardous substances on or about the PREMISES without the prior written consent of the DISTRICT and the CITY. In the event of spillage, leakage or escape of any hazardous substance onto the PREMISES, SUBLICENSEE shall immediately notify DISTRICT by calling (800) 675-4357. If the spillage, leakage or escape was caused by SUBLICENSEE, SUBLICENSEE shall promptly remove any such substance from the PREMISES to the DISTRICT's and CITY's satisfaction. In addition to removing any SUBLICENSEE's HAZARDOUS substances, SUBLICENSEE shall be liable for and reimburse DISTRICT and CITY for any and all costs and expenses that DISTRICT and CITY may incur or suffer. Such responsibility shall also include costs or expenses as DISTRICT and/or CITY may incur by reason of Federal, State, local or other authoritative agency's laws and regulations.

ARTICLE 8. NOTICES

8.1. **Notices.** All notices and demands which may or are to be required or permitted to be given by either party to the other under this Sublicense shall be in writing. All notices and demands shall be personally delivered (including by means of professional messenger service), or sent by United States registered or certified mail, postage prepaid, return receipt requested or by fax. For the purposes of such notices, the addresses for the parties are set forth in Section 8.2 below. Either party may from time to time designate another person or place in a notice.

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

To CITY:

City of Los Angeles
c/o Department Of Recreation And Parks
North Valley District
6336 Woodley Avenue
Van Nuys, California 91406
Telecopier: (818) 908-9786
Telephone: (818) 368-8343 or 756-8060

Superintendent, Planning & Development
Department of Recreation and Parks
City of Los Angeles
1700 W. 7th Street, 7th Floor
Los Angeles, California 90017
Telecopier: (818) 928-9180
Telephone: (818) 928-9191

Office of the City Attorney
Real Property Division
City of Los Angeles
200 No. Main Street, Room 701
Los Angeles, California 90012
Telecopier: (213) 978-8090

To SUBLICENSEE:

Social And Public Arts Resource Center
685 Venice Boulevard
Venice, California 90291
Telecopier: (310) 827-8717
Telephone: (310) 822-9560

To DISTRICT:

Mapping and Property Management Division
L.A. County Flood Control District
Department of Public Works
900 South Fremont Avenue, 10th Floor
Alhambra, California 91803-1331
Telecopier: (626) 289-3618
Telephone: (626) 458-7065 or (626) 458-7072
For Emergencies: (626) 458-4357

ARTICLE 9. DEFAULT

9.1. **Default By Sublicensee.** The occurrence of any of the following shall constitute a default by SUBLICENSEE:

9.1.1. **Abandonment.** The abandonment of the PREMISES by SUBLICENSEE, as defined in California Civil Code Section 1951.3.

9.1.2. **Breach Of Sublicense Provisions.** The failure by SUBLICENSEE to observe or perform any of the covenants or provisions of this Sublicense or of one or both of the Use Agreements attached as Exhibits A and B:

9.2. **City's Remedy.** In the event of any default under this by SUBLICENSEE, CITY may at any time thereafter, without limiting CITY in the exercise of any other right or remedy which CITY may have by reason of such default or otherwise, give SUBLICENSEE written notice of its intention to terminate this Sublicense on the date of such notice or on any later date specified in such notice. On the date specified in such notice, SUBLICENSEE's right to use of the PREMISES shall cease, SUBLICENSEE shall immediately surrender possession of the PREMISES to CITY, and the Sublicense will be terminated as if the expiration of the term fixed in such notice were the end of the Term of this Sublicense.

9.3. **Waivers.** No delay or omission in the exercise of any right or remedy of CITY on any default by SUBLICENSEE shall impair such a right or remedy or be construed as a waiver. CITY's consent to or approval of any act by SUBLICENSEE requiring CITY's consent or approval shall not be deemed to waive or render unnecessary CITY's consent to or approval of any subsequent act by SUBLICENSEE. Any waiver by CITY of any default must be in writing and shall not be waiver of any other default concerning the same or any other provision of the Sublicense.

ARTICLE 10. ORDINANCE MANDATED PROVISIONS

10.1. **Child Support Assignment Orders.** This Sublicense is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code related to Child Support Assignment Orders. Pursuant to this Section, SUBLICENSEE (and any subcontractor of Licensee providing services to CITY under this Sublicense) shall (1) fully comply with all State and Federal employment reporting requirements for SUBLICENSEE's or SUBLICENSEE's subcontractor's employees applicable to Child Support Assignment Orders; (2) certify that the principal owner(s) of SUBLICENSEE and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230, et seq.; and (4) maintain such compliance throughout the Term of this Sublicense. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of SUBLICENSEE or an applicable subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of SUBLICENSEE or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default of this Sublicense subjecting this Sublicense to termination where such failure shall continue for more than ninety (90) days after notice of such failure to SUBLICENSEE by CITY.

10.2. **Non-Discrimination.**

10.2.1. **Non-Discrimination In Use Of Premises.** There shall be no discrimination against or segregation of any person, or group of persons, on account of race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition in the use, occupancy,

tenure, or enjoyment of the PREMISES or any part of the PREMISES or any operations or activities conducted on the PREMISES or any part of the PREMISES.

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

10.2.3. **Equal Employment Practices**. During the performance of this Sublicense, SUBLICENSEE further agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("**Equal Employment Practices**") and by this reference incorporated herein. By way of specification but not limitation, pursuant to Sections 10.8.3.E and 10.8.3.F of the Los Angeles Administrative Code, the failure of SUBLICENSEE to comply with the Equal Employment Practices provisions of this Sublicense may be deemed to be a material breach of this Sublicense. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to SUBLICENSEE. Upon a finding duly made that SUBLICENSEE has failed to comply with the Equal Employment Practices provisions of this Sublicense, this Sublicense may be forthwith terminated.

10.2.4. **Equal Benefits Provisions**. This Sublicense is subject to Section 10.8.2.1, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code ("**Equal Benefits Provisions**") related to equal benefits to employees and by this reference incorporated herein. SUBLICENSEE agrees to comply with the provisions of Section 10.8.2.1. By way of specification but not limitation, pursuant to Section 10.8.2.1.c of the Los Angeles Administrative Code, the failure of SUBLICENSEE to comply with the Equal Employment Practices provisions of this Sublicense may be deemed to be a material breach of this Sublicense. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to SUBLICENSEE. Upon a finding duly made that SUBLICENSEE has failed to comply with the Equal Employment Practices provisions of this Sublicense, this Sublicense may be forthwith terminated.

10.3. **Contractor Responsibility Ordinance.**

10.3.1. **General Provisions; Contractor Responsibility Policy.** This Sublicense is subject to the Contractor Responsibility Ordinance ("CRO") (Section 10.40, et seq, of the Los Angeles Administrative Code "LAAC") and the rules and regulations promulgated pursuant thereto as they may be updated. The CRO requires that, unless specific exemptions apply as specified in LAAC 10.40.4(a), lessees or licensees of CITY property who render services on the leased or licensed PREMISES are covered by the CRO if any of the following applies: (1) the services are rendered on PREMISES at least a portion of which are visited by substantial numbers of the public on a frequent basis, (2) any of the services could feasibly be performed by CITY employees if the awarding authority had the requisite financial and staffing resources, or (3) designated administrative agency of the CITY has determined in writing that coverage would further the proprietary interests of the CITY. Lessees or licensees of CITY property who are not exempt pursuant to LAAC 10.40.4 (a) or (b), unless subject to the CRO solely due to an amendment to an existing lease or license, are required to have completed a questionnaire ("**Questionnaire**") signed under penalty of perjury designed to assist the CITY in determination that the lessee or licensee is one that has the necessary quality, fitness and capacity to perform the work set forth in the contract. All lessees or licensees of CITY property who are covered by the CRO, including those subject to the CRO due to an amendment, are required to complete the following Pledge of Compliance ("**POC**"):

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

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

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

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

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

SUBLICENSEE shall ensure that their subcontractors meet the criteria for responsibility set forth in the CRO and any rules and regulations promulgated thereto. SUBLICENSEE may not use any subcontractor that has been determined or found to be a non-responsible contractor by CITY. The listing of non-responsible contractors may be accessed on the internet at: <http://www.lacity.org/bidresp>. Subject to approval by the awarding authority, SUBLICENSEE may substitute a non-responsible subcontractor with another subcontractor with no change in the consideration for this Sublicense. SUBLICENSEE shall submit to CITY a Pledge of Compliance for each subcontractor listed by SUBLICENSEE in its Questionnaire, as performing work on this Sublicense within thirty (30) calendar days of execution of this Sublicense, unless the Department of General Services requires in its discretion the submission of a Pledge of Compliance within a shorter time period. The signature of SUBLICENSEE on page 16 of this Sublicense shall constitute a declaration under penalty of perjury that SUBLICENSEE shall comply with the Pledge of Compliance.

10.3.2. Update Of Information. SUBLICENSEE shall:

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

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

(3) notify the awarding authority within thirty (30) calendar days of becoming aware of any information regarding its subcontractors and investigations or findings regarding the subcontractor's violations of any applicable

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

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

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

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

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

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

10.4. Slavery Disclosure Ordinance. This Sublicense is subject to the applicable provisions of the Slavery Disclosure Ordinance. ("SDO") (Section 10.41, et seq., of the Los Angeles Administrative Code). Unless otherwise exempt in accordance with the provision of this Ordinance, Landlord certifies that it has complied with the applicable provisions of the Ordinance. Under the provisions of Section 10.41.2(b) of the Los Angeles Administrative Code, CITY has the authority, under appropriate circumstances, to terminate this Sublicense and otherwise pursue legal remedies that may be available to CITY if CITY determines that the Landlord failed to fully and accurately complete the SDO affidavit or otherwise violated any provision of the SDO.

10.5. Tax Registration Certificates And Tax Payments. This Section is applicable where SUBLICENSEE is engaged in business within the City of Los Angeles and SUBLICENSEE is required to obtain a Tax Registration Certificate ("TRC") pursuant to one or more of the following articles (collectively "Tax Ordinances") of Chapter II of the Los Angeles Municipal Code: Article 1 (Business Tax Ordinance) [section 21.00, et seq.], Article 1.3 (Commercial Tenant's Occupancy Tax) [section 21.3.1, et seq.], Article 1.7 (Transient Occupancy Tax) [section 21.7.1, et seq.], Article 1.11 (Payroll Expense

Tax) [section 21.11.1, et seq.], or Article 1.15 (Parking Occupancy Tax) [section 21.15.1, et seq.]. Prior to the execution of this Sublicense, or the effective date of any extension of the Term or renewal of this Sublicense, SUBLICENSEE shall provide to the Department Of Recreation And Parks, North Valley District proof satisfactory to the General Manager of the Department Of Recreation And Parks, North Valley District that SUBLICENSEE has the required TRCs and that SUBLICENSEE is not then currently delinquent in any tax payment required under the Tax Ordinances. CITY may terminate this Sublicense upon thirty (30) days' prior written notice to SUBLICENSEE if CITY determines that SUBLICENSEE failed to have the required TRCs or was delinquent in any tax payments required under the Tax Ordinances at the time of entering into, extending the Term of, or renewing this Sublicense. CITY may also terminate this Sublicense upon ninety (90) days prior written notice to SUBLICENSEE at any time during the Term of this Sublicense if SUBLICENSEE fails to maintain required TRCs or becomes delinquent in tax payments required under the Tax Ordinances and SUBLICENSEE fails to cure such deficiencies within the ninety (90) day period (in lieu of any time for cure otherwise provided herein).

ARTICLE 11. MISCELLANEOUS PROVISIONS

11.1. **Captions And Table Of Contents.** The captions and table of contents contained in this Sublicense are for convenience and reference only, are not intended to define or limit the scope of any provisions of this Sublicense, and shall not be used with respect to the interpretation of any provision of this Sublicense.

11.2. **Entire Understanding.** This Sublicense sets forth the entire understanding of the parties and supersedes any prior understanding between CITY and SUBLICENSEE as to the subject matter of this Sublicense. Any modification to this Sublicense will be void unless made in writing and signed by each party. No representation, promise, inducement, or statement of intention has been made by either party that is not embodied in this Sublicense.

11.3. **Fair Meaning.** The language of each part of this Sublicense shall be construed simply and according to its fair meaning, and this License shall never be construed either for or against either party.

11.4. **No Joint Venture.** Nothing herein shall be construed as creating a joint venture or partnership between CITY and SUBLICENSEE, and neither party is authorized to act as the agent of the other party.

11.5. **Governing Law.** This Sublicense will be governed by the law of the State of California and will be construed and interpreted according to that law and in any legal dispute venue shall lie in Van Nuys.

11.6. **Signage.** SUBLICENSEE shall not use any sign, lettering, numbering, or other indicia of its occupancy or use of the PREMISES without the prior written consent of CITY.

11.7. **Severability.** If any portion of this Sublicense is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in such court's opinion to render such portion enforceable and, as so modified, such portion and the balance of this Sublicense shall continue in full force and effect.

11.8. **Taxes.** SUBLICENSEE shall pay all taxes levied and assessed upon any personal property, fixtures and improvements belonging to SUBLICENSEE and located upon the PREMISES, and all rented and possessory interest taxes levied by any taxing authority. By executing this Sublicense and accepting the benefits thereof, a property interest may be created known as a "possessory interest." Such property interest will be subject to property taxation. SUBLICENSEE, as the party in whom the possessory interest is vested, may be subject to payment of the property taxes based upon said interest.

11.9. **Cross Default.** Notwithstanding any other provision of this Sublicense to the contrary, and in addition to other rights held by CITY, it is understood and agreed by SUBLICENSEE that any default on the part of SPARC under the

DISTRICT-SPARC Use Agreement, the SMMC Agreement, the CCHE Agreement, or the Development Agreement shall also constitute a default under this Sublicense.

11.10. **Contract Formation.** This Sublicense shall only become effective after full execution and compliance with all applicable contract formation requirements and formalities by SPARC, the City of Los Angeles (including but not limited to approval by the City Council) and the Los Angeles County Flood Control District (including but not limited to approval by the Los Angeles County Board of Supervisors) as to this Sublicense, the DISTRICT-CITY Use Agreement, the DISTRICT-SPARC Use Agreement, and the Development Agreement. Prior to that date, this Sublicense Agreement shall be of no force and effect.

IN WITNESS WHEREOF, CITY OF LOS ANGELES, a municipal corporation, Licensee and Sublicensor herein, and the SOCIAL AND PUBLIC ARTS RESOURCE CENTER, a California non-profit corporation, SUBLICENSEE herein, have caused this Sublicense to be executed as of the date of the attestation by the City Clerk.

APPROVED AS TO FORM:

ROCKARD J. DELGADILLO, City Attorney

By:

Rockard J. Delgadillo
Deputy City Attorney

DATE:

7/12/07

SUBLICENSOR:

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

By:

By:

[Signature]
Department of Recreation and Parks

DATE:

7/11/07

ATTEST:

FRANK T. MARTINEZ, City Clerk

By:

DATE:

[Signature]
8/16/07



SUBLICENSEE:

SOCIAL AND PUBLIC ARTS RESOURCE CENTER,
California non-profit corporation

By:

DATE:

By:

DATE:

[Signature]

6/1/07

[Signature]

6/1/07

C-112122

APPROVED

REPORT OF GENERAL MANAGER

APR 05 2007

NO. 07-81

DATE April 5, 2007

BOARD OF RECREATION
and PARK COMMISSIONERS

C.D. 2

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: VALLEY COLLEGE BRIDGE - CONCEPTUAL APPROVAL OF A PROPOSAL TO REPLACE THE EXISTING BRIDGE AND TO INSTALL CERTAIN IMPROVEMENTS; AND APPROVAL OF A USE AGREEMENT WITH THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND OF A SUBLICENSE AGREEMENT WITH THE SOCIAL AND PUBLIC ART RESOURCE CENTER

R. Adams	_____	J. Kolb	_____
J. Combs	_____	F. Mok	_____
H. Fujita	_____	K. Regan	_____
S. Huntley	_____	*M. Shull	<i>M. Shull</i>

[Signature]
General Manager

Approved _____

Disapproved _____

Withdrawn _____

RECOMMENDATION:

That the Board:

1. Grant conceptual approval to the proposal by the Social and Public Arts Resource Center (SPARC) to replace the Valley College Bridge with a solar-lit bridge with interpretive stations and the construction of five additional stations along the Tujunga Wash to provide access to the historical content of "The Great Wall of Los Angeles" mural located on the concrete walls within the Tujunga Wash;
2. Approve the proposed twenty-year Use Agreement, substantially in the form on file in the Board Office, between City of Los Angeles (City), and the Los Angeles County Flood Control District (County) for the continued use of a portion of the Tujunga Wash, located between Burbank Boulevard and Oxnard Street, for the replacement of the aforementioned bridge, installation of certain improvements, and continued maintenance of existing hiking and biking trails;

REPORT OF GENERAL MANAGER

PG. 2 NO. 07-81

3. Approve the proposed twenty-year Sublicense Agreement, substantially in the form on file in the Board Office, between City, and the SPARC for the use of a portion of the Tujunga Wash, located between Burbank Boulevard and Oxnard Street, for the replacement of the aforementioned bridge and installation of certain improvements;
4. Direct the Board Secretary to transmit the proposed Agreements forthwith concurrently to the City Attorney, for review and approval as to form and, in accordance with Executive Directive No. 3, to the Mayor's Office for expedited review and approval; and, *Tricia Carey email to June Pan cc 11/2 + Tricia*
5. Authorize the Board President and Secretary to execute the Agreements upon receipt of the necessary approvals.

SUMMARY:

Since 1977, the Department of Recreation and Parks (Department) has been operating and maintaining existing hiking and biking trails located on the west and east sides of the Tujunga Wash between Burbank Boulevard and Oxnard Street (Attachment A) through Permit 77044-B, issued by the County. The area covered by the aforementioned permit also includes a pedestrian bridge, commonly known as the Valley College Bridge, which was built by the County in cooperation with the United States Army Corps of Engineers.

Since 1976, SPARC has been maintaining "The Great Wall of Los Angeles" mural (mural). The mural is a half-mile long monument containing a chronological narrative of, and tribute to, the ethnically diverse peoples of California from prehistoric times to the 1950's. It was painted on a section of the concrete retaining wall of the Tujunga Wash and has been maintained by SPARC under the authority of several permits issued by the County over the years. The project was created and directed by California Chicana muralist Judy Baca.

Over the last 30 years, the mural has suffered extensive damage due to sun exposure and lack of restoration funds and is in need of restoration and preservation efforts.

The Valley College Bridge, which provided access across the Tujunga Wash, has been closed to the public since the mid-1990's due to structural damage suffered during the 1994 Northridge earthquake (Attachment B). The City obtained \$100,000 from Proposition 12 and allocated \$250,000 in funds from the Capital Improvements Expenditure Program, totaling \$350,000 to demolish and replace the bridge. While in the process of moving forward with this project, SPARC approached the City with a proposal to combine efforts and funds to provide additional amenities to the bridge and use area.

SPARC is the recipient of a \$1.29 million grant from the California Cultural Historical Endowment and another \$375,000 from the Santa Monica Mountains Conservancy totaling \$1.665 million.

REPORT OF GENERAL MANAGER

PG. 3

NO. 07-81

SPARC was able to obtain the funds for the restoration and preservation of the mural, construction of a new solar-lit bridge with interpretive stations, and construction of five additional stations along the Tujunga Wash to provide access to historical content of the mural.

Combining the projects (SPARC-Wall Restoration and Interpretive Station Construction and City-Bridge Demolition and Replacement) provides SPARC with the necessary matching funds it needs to fulfill the requirement of the grant funds it was awarded. The City will benefit by receiving an artistic and visually pleasing pedestrian bridge.

At this time, SPARC, through its consultant, has provided conceptual drawings of the proposed solar-lit bridge with interpretive stations (Attachment C). SPARC has been working with the Bureau of Engineering and will continue to do so as the actual design and construction drawings are being prepared. Upon completion, these will be presented to the Board for final approval.

As indicated, the City has been operating the use area under the authority of Permit 77044-B, issued by the County in 1977. At the request of the County and with City Attorney concurrence, this permit is to be rescinded and replaced with the Use Agreement presented for approval.

The Use Agreement includes appropriately up-dated provisions, including but not limited to insurance, liability, and hazardous materials. The initial term of this agreement is 20 years from the date of execution. The use area shall remain the same and the City will continue to be responsible for the operation and maintenance of the improvements within the use area, including the pedestrian bridge and interpretive stations. The City will not be responsible for the maintenance of the mural. The County will enter into a separate Use Agreement with SPARC to address the maintenance of the mural.

One of the major requirements of the grants received by SPARC was the establishment of site control during the repayment period of the grant. It is the understanding of both parties that the execution of a Sublicense Agreement satisfies this requirement. The Sublicense Agreement has an initial term of 20 years which parallels the term of the Use Agreement with the County. It incorporates the standard City mandated provisions and places the responsibility of designing and constructing the pedestrian bridge on SPARC. Also, while general maintenance over the use area and the improvements proposed, including the bridge, will be the responsibility of the City, SPARC will be responsible for the maintenance or repair of any of the artistic elements of the bridge and interpretive stations.

At this time, a Development Agreement between the City and SPARC, which will cover in detail the exact responsibilities of each party and the manner by which the funds are to be expended, is being negotiated and will be presented to the Board for approval at a future date.

REPORT OF GENERAL MANAGER

PG. 4

NO. 07-81

Staff has determined that the subject project will consist of agreements that will allow the replacement of the pedestrian bridge, installation of interpretive signage and restoration of a mural, and therefore, is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(1) and Class 2(7) of the City CEQA Guidelines. A Notice of Exemption was filed with the Los Angeles County Clerk on December 18, 2006.

This project has the support from Councilmember for the Second District. In addition, the Assistant General Manager of Operations West and Superintendent for the Valley Region have been consulted and concur with staff's recommendations.

FISCAL IMPACT STATEMENT:

There is no significant fiscal impact to the Department's budget as the proposed project has its own budget and does not require additional Department funds to complete. There could be some slight increase in maintenance costs when the pedestrian bridge and interpretive stations are complete. This may require additional resources which would be requested through the Department's standard budget process.

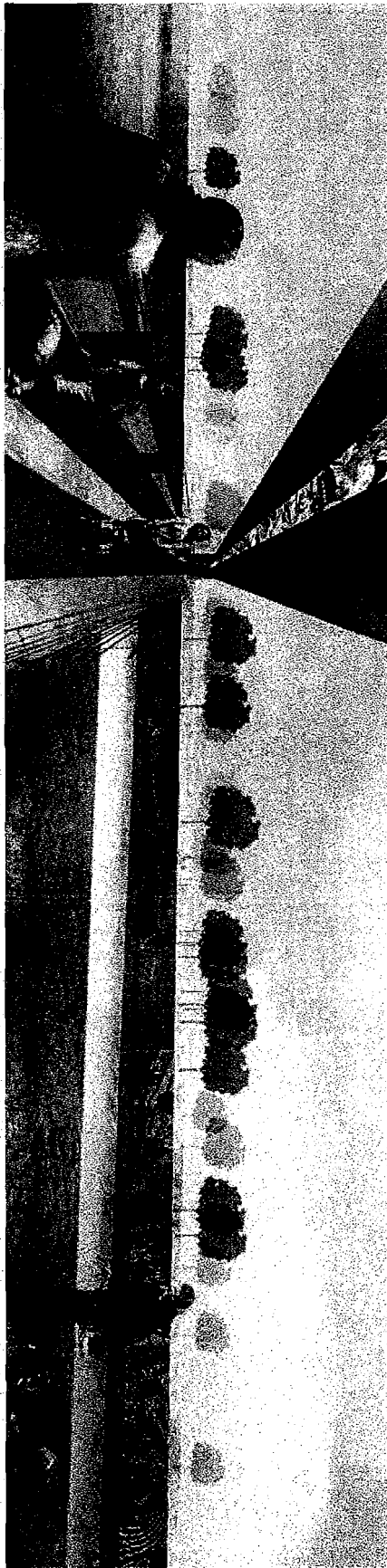
Prepared by Cid Macaraeg, Senior Management Analyst II, Real Estate and Asset Management.

TUJUNGA CHANNEL: BIKE TRAILS, GREAT WALL BRIDGE



12:21.2006

WHY
NOT



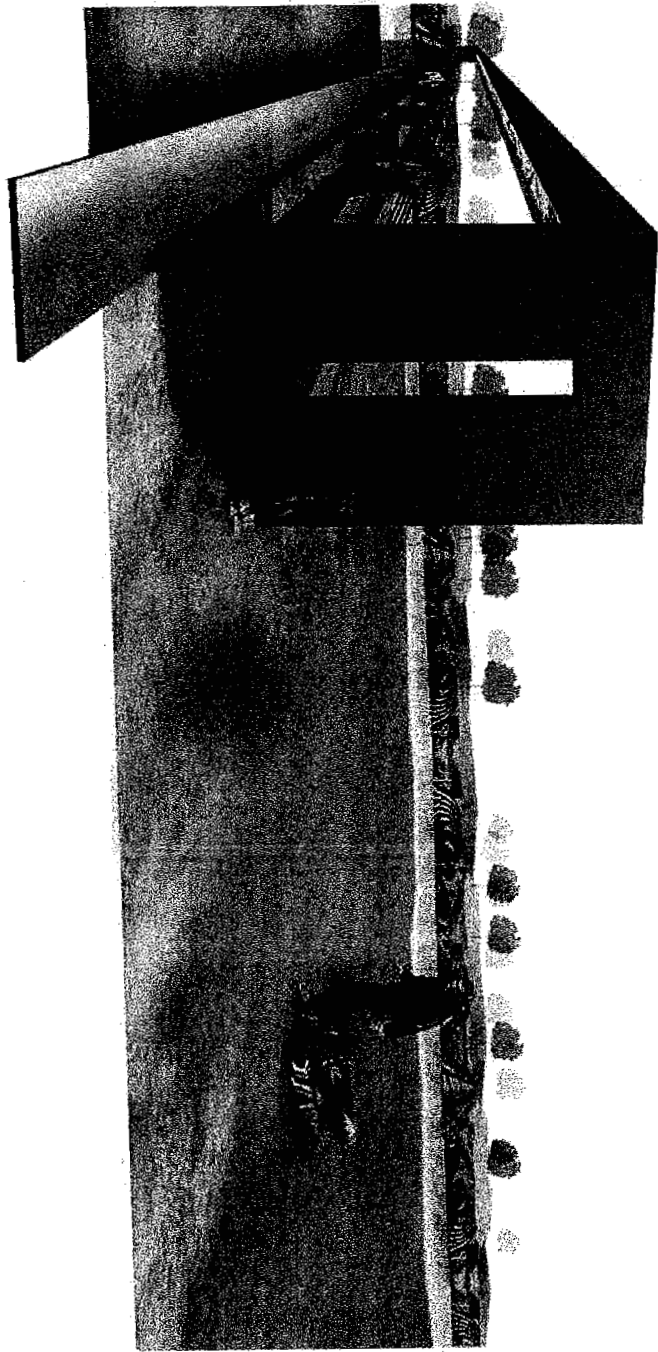
VIEWING FOR CIRCULAR VIEW

WHY
CIRCULAR
VIEW



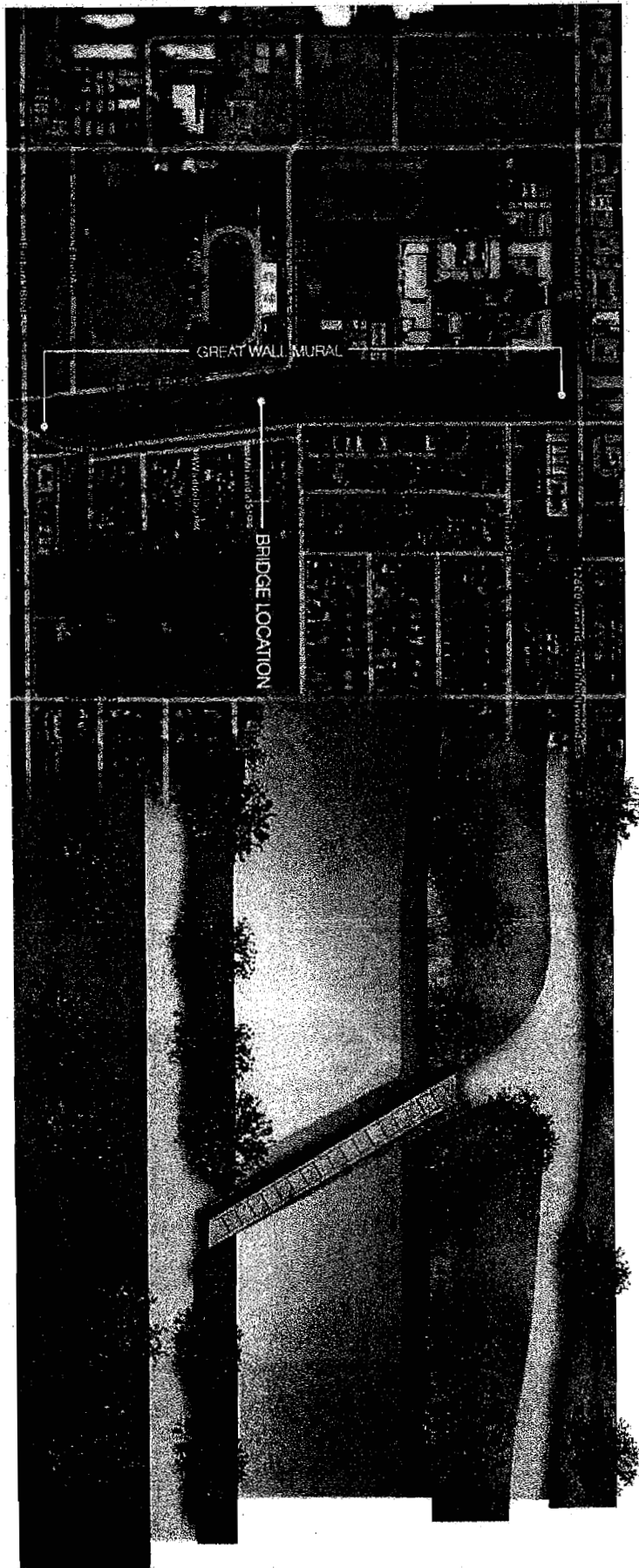
ATTACHMENT C-2

WHY





WHY



REPORT OF GENERAL MANAGER

NO. 11-051DATE February 16, 2011C.D. 2

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: VALLEY COLLEGE BRIDGE - CONSTRUCTION PLANS AND SPECIFICATIONS AND AUTHORIZATION TO THE SOCIAL AND PUBLIC ART RESOURCE CENTER (SPARC) TO BID, AWARD, AND CONSTRUCT A NEW PEDESTRIAN BRIDGE

R. Adams _____
 H. Fujita _____
 S. Huntley _____
 V. Israel _____

F. Mok _____
 K. Regan _____
 *M. Shull mf

[Signature]
 General Manager

Approved _____Disapproved _____Withdrawn _____RECOMMENDATIONS:

That the Board:

1. Grant approval of the construction documents and specifications prepared by the Social and Public Art Resource Center (SPARC) and its consultant, wHY Architecture, for the construction of a new, solar power lit, pedestrian bridge over the Tujunga Wash; and,
2. Authorize SPARC to bid, award, and construct the Valley College Bridge.

SUMMARY:

The dilapidated Valley College Bridge overcrossing the Tujunga Wash between Oxnard Street and Burbank Boulevard, just east of Los Angeles Valley College, was demolished on October 2, 2008 by staff of the Department of Recreation and Parks (RAP) and its on-call sub-contract vendor in preparation for the construction of a new, solar lit, pedestrian bridge to be spearheaded by SPARC as part of its efforts to restore "The Great Wall of Los Angeles" mural along the Tujunga Wash within the subject reach.

REPORT OF GENERAL MANAGER

PG. 2 NO. 11-051

SPARC has entered into various agreements with both the Los Angeles County Flood Control District (LACFCD) and the City of Los Angeles to enable it to restore the mural and to design and build a new, solar power-lit, pedestrian bridge with interpretive stations located on the bridge. The RAP Board has previously approved the agreements, along with a conceptual plan for the new bridge (Board Report No. 07-81).

SPARC, with the assistance of its consultant, wHY Architecture, have completed the construction documents. The new pedestrian bridge will be a single span, steel girder, composite concrete and steel decked bridge measuring approximately 100 feet in length and 13 feet in width. It will be supported by 30 inch diameter concrete piles on both ends of the bridge. Above the bridge is a metal roof structure to support future photovoltaic cells to light the bridge.

Approvals and permits have been obtained from the US Army Corp of Engineers and LACFCD. RAP's Planning and Construction has also reviewed the construction documents, as has staff of the Department of Public Works, Bureau of Engineering (BOE). It is recommended to the Department of Recreation and Park Board of Commissioners (Board) to approve the plans and specifications for the Los Angeles Valley College Bridge project and to authorize SPARC to proceed to bid, award, and construction of the project.

SPARC has secured funding for the project through grants from the California Cultural Historical Endowment and Santa Monica Mountains Conservancy totaling \$1.665 million, with a matching fund from the City's Sites and Facilities in the not-to-exceed amount of \$297,400.

In compliance with the California Environmental Quality Act (CEQA), staff has determined that the proposed construction will have no significant impact on the environment. A Notice of Exemption (NOE) was filed with the Los Angeles City Clerk's office on December 18, 2006 and posted by the County Clerk's office on December 18, 2006. Subsequently, another NOE was filed on July 16, 2010 for a modified project scope for display lighting.

FISCAL IMPACT STATEMENT:

There is no anticipated fiscal impact to the Department's General Fund. All funds are provided by the above-listed funding sources as specifically identified and approved for use on this project. The future operation and maintenance costs have yet to be determined.

This Report was prepared by Gary Lam, Bureau of Engineering. Reviewed by Neil Drucker, Program Manager, Recreational and Cultural Facilities Program, Bureau of Engineering; Cid Macaraeg, Sr. Management Analyst II, Real Estate & Asset Management, Department of Recreation and Parks; and Michael A. Shull, Superintendent, Planning and Construction, Department of Recreation and Parks.

APPROVED

July 21 2022

BOARD OF RECREATION
AND PARK COMMISSIONERS

BOARD REPORT

NO. 22-192DATE July 21, 2022C.D. 2

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: TUJUNGA GREENBELT PARK- DESIGN APPROVAL AND INSTALLATION OF TWO "GREAT WALL OF LOS ANGELES" MONUMENT SIGNS AS PART OF THE GREAT WALL OF LOS ANGELES INTERPRETIVE GREEN BRIDGE PROJECT (PRJ20773) - CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 11(1) [INSTALLATION OF ON-PREMISE SIGNS] OF CITY CEQA GUIDELINES AND ARTICLE 19, SECTION 15311(a) OF CALIFORNIA CEQA GUIDELINES.

AP Diaz	_____	M. Rudnick	_____
H. Fujita	_____	<i>for</i> C. Santo Domingo	<i>DF</i> _____
B. Jackson	_____	N. Williams	_____

Paul Denise Williams for
General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve the design of the two "Great Wall of Los Angeles" monument signs in the form and manner as set forth in this Report and Exhibit C to this Report (Monument Signs);
2. Approve the installation of one of the Monument Signs at the intersections of Coldwater Canyon Avenue and Burbank Boulevard, and one of the Monument Signs at Coldwater Canyon Avenue and Oxnard Street, as set forth in Exhibit A to this Report (Project);
3. Determine that the Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 11(1) [Installation of on-premise signs] of City CEQA Guidelines and Article 19, Section 15311(a) of California CEQA Guidelines and direct Department of Recreation and Parks (RAP) staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;
4. Direct the RAP's Chief Accounting Employee or designee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) in order to file a NOE with the County of Los Angeles within five (5) working days of approval of this Board Report; and,
5. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

BOARD REPORT

PG. 2 NO. 22-192

SUMMARY

Tujunga Greenbelt Park is located along Coldwater Canyon Boulevard between Oxnard Street and Chandler Boulevard in the Van Nuys area of the City. This 8.22-acre park provides walking paths, benches and landscaping for the surrounding community. Approximately 7,113 residents live within a one-half-mile walking distance from Tujunga Greenbelt Park.

Social and Public Art Resource Center (SPARC), a registered non-profit organization, is requesting the approval of the design and installation of two "Great Wall of Los Angeles" monument signs (Monument Signs) which are the subject of this Report. The Monument Signs are proposed to be installed at two (2) locations: the intersections of Coldwater Canyon Avenue and Burbank Boulevard, and Coldwater Canyon Avenue and Oxnard Street, which are both shown on Exhibit A of this Report.

BACKGROUND

On April 5, 2007, the Board of Recreation and Park Commissioners (Board) granted conceptual approval to SPARC through Board Report No. 07-81 for the replacement of the pedestrian bridge at the Tujunga Wash at that time known as the "Valley College Bridge" with a new solar-lit pedestrian bridge. It was approved that the new pedestrian bridge will have interpretive stations and the construction of five (5) additional stations along the Tujunga Wash. Access was to be provided to the historical content of "The Great Wall of Los Angeles" mural located on the concrete walls within the Tujunga Wash. Furthermore, the Board approved a twenty (20) year Use Agreement between the City of Los Angeles (City) and the County of Los Angeles (County) for the continued use of a portion of the Tujunga Wash, located between Burbank Boulevard, and Oxnard Street, for the replacement of the former Valley College Bridge, installation of improvements and continued maintenance of existing hiking and biking trails. This Use Agreement specified that the City would maintain the new pedestrian bridge after being constructed in the future. In addition, the Board approved a 20-year Sublicense Agreement between the City and SPARC (Sublicense Agreement No. C-112122 - Exhibit B) for the use of the portion of the Tujunga Wash, located between Burbank Boulevard and Oxnard Street, for the replacement of the former Valley College Bridge and installation of certain improvements.

On October 2, 2008, RAP demolished the former Valley College Bridge.

On December 9, 2009, the Board approved an amendment of the Sublicense Agreement No. C-112122 (Board Report No. 07-81) between the City and SPARC through Board Report No. 09-303. According to Board Report No. 09-303, to demolish and replace the bridge, the City allocated \$100,000 in State Proposition 40 Robert-Z'Berg-Harris (RZH) Grant Program funds and \$250,000 from the Capital Improvement Expenditure Program; a total of \$350,000. SPARC then approached the City with a proposal to combine the City's work and the \$350,000 in City funding with their own project, which had expanded beyond the mural to include certain enhancements, such as solar lighting, for the new bridge. SPARC will also install several interpretive stations on the bridge and five others along the eastern bank of the Tujunga Wash. These graphic/textual displays are intended to enhance the public's understanding of the mural.

BOARD REPORT

PG. 3 NO. 22-192

The demolishing of the bridge in 2008 cost the City nearly \$52,600, leaving approximately \$297,400 toward funding the replacement of the bridge. The proposed Amendment to the Sublicense Agreement in BR-09-303 addressed the approval of the City's transfer of funds of approximately \$297,400 to SPARC.

Funding allocated by the City to demolish and replace the bridge:

State Proposition 40 Robert-Z'Berg-Harris (RZH) Grant:	\$100,000.00
<u>Capital Improvement Expenditure Program:</u>	<u>\$250,000.00</u>
Total City fund to demolish and replace the bridge:	\$350,000.00
City's approximate cost to demolish the bridge in 2008:	<u>(\$52,600.00)</u>
City's approximate amount left to replace the bridge:	\$297,400.00
(City's approximate funding to be transferred to SPARC)	

On February 18, 2011, the Board authorized SPARC to bid, award, and construct a new Valley College Bridge through Board Report No. 11-051. In this Board Report, the Board also approved the construction documents and specifications prepared by SPARC and its consultant for the construction of a new solar-power-lit pedestrian bridge over the Tujunga Wash.

On November 20, 2013, the Board approved RAP to establish a new Quimby Fees Account and \$49,844.00 was allocated for Quimby funds for the New Pedestrian Bridge Project; also known as the Great Wall of Los Angeles Interpretive Green Bridge Project in Report No. 13-292. The Quimby funds would be used only by the RAP staff to construct specific project elements, such as grading and landscaping, which are to be implemented concurrently with the construction of the bridge by SPARC. Furthermore, the Board Report recommended that the City Council approve the assignment to SPARC of the right to apply for Proposition A Cities Excess Funds in the amount of \$181,500.00, to be used for the Great Wall of Los Angeles Interpretive Green Bridge Project.

On August 18, 2021, RAP issued a revocable Right-of-Entry Permit, (ROE Permit No. 1134) per SPARC's request to enter Tujunga Greenbelt Park for the construction of the new Valley College Bridge (Board Report No. 11-051) which was referred to as the Great Wall of Los Angeles Bridge in Board Report No. 13-292. The ROE permit authorized the installation of the new pedestrian bridge, the interpretive stations and the electrical panel services in accordance with Report No. 11-051. However, the approval of the installation of any monumental and interpretive signage or plaques was not included in Board Report No. 11-051. Therefore, the approval of the design of the two Monument Signs and their installation is requested herein in this Board Report. In addition, SPARC is required to submit a separate request to RAP in the future for Board approval of any future design and installation of the interpretive plaque(s) which will be presented to the RAP's Facility Repair and Maintenance Commission Task Force at a later date.

BOARD REPORT

PG. 4 NO. 22-192

PROJECT SCOPE - PHASE ONE

SPARC is proposing to install the two Monument Signs described below and as outlined in Exhibit C:

Great Wall Monument Sign No. 1 (See Exhibit C)

Description: Illuminated – Edge lit Channel Letter on Fabricated Cabinet
Sign No. 1's Dimensions: approximately 153.125" x 28" from one side to the corner and approximately 127.43" x 28" from the corner to the other side.

Verbiage: "THE GREAT WALL OF LOS ANGELES"

Verbiage's Dimensions: approximately 106.5" x 8.3"

This monument sign will be located at the intersection of Coldwater Canyon Avenue and Burbank Boulevard; approximately sixty-five feet (65') from Burbank Bridge Overpass to the first light. The Channel letter will be in stainless steel with LED illumination. (Exhibit C)

Great Wall Monument Sign No. 2 (See Exhibit C)

Description: Illuminated – Edge lit Channel Letter on Fabricated Cabinet

Sign No. 2's Dimensions: approximately 117" x 32"

Verbiage: "THE GREAT WALL OF LOS ANGELES"

Verbiage's Dimensions: approximately 106.5" x 8.3"

This Monument Sign will be located at the intersection of Coldwater Canyon Avenue and Oxnard Street; approximately thirteen feet (13') from the midpoint to the bridge. The Channel letter will be in stainless steel with LED illumination. (Exhibit C)

Both fabrication and installation of the Great Wall Monument Sign No. 1 and 2 will be done by SPARC's contractors, which include electrical connection, light fixtures and low voltage power to the custom LED channel lettering fixtures stating "THE GREAT WALL OF LOS ANGELES". (Exhibit C)

RAP's Park Maintenance Division and Construction Division reviewed and approved SPARC's proposed Great Wall Monument signs and the conceptual plan for the signs. In addition, the Office of Historic Resources (OHR), Department of City Planning, which has jurisdiction over the City's cultural monuments, conveyed their support for the improvements proposed by SPARC for the Great Wall of Los Angeles park site. A copy of a supportive letter, dated March 23, 2021 from OHR was provided by SPARC (Exhibit D).

BOARD REPORT

PG. 5 NO. 22-192

TREES AND SHADE

This proposed Project will have no impact on existing trees or shade at Tujunga Greenbelt Park.

ENVIRONMENTAL IMPACT STATEMENT

The proposed Project consists of the installation of on-premise signs.

According to the parcel profile report retrieved on May 31 2022 this area resides in a liquefaction zone and the construction of this Project will not create conditions that could lead to liquefaction. This site is not within a coastal, methane, or historic zone, so there is no reasonable possibility that the proposed Project may impact on an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed Project. As of May 31, 2022, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) and the State Water Resources Control Board (SWCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Project site or any contaminated sites near the Project area (within 500 feet). According to the Caltrans Scenic Highway Map, there is no scenic highway located within the vicinity of the proposed Project or within its site. The proposed Project is located within The Great Wall of Los Angeles park site, Section of Tujunga Flood Control Channel, a mural listed in the National Register of Historic Places (NRHP # 1000001602). The proposed Project is meant to illustrate the nature and the content of the mural and will not cause a substantial adverse change in the significance of that historical resource.

Based on this information, staff recommends that the Board determines that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 11(1) of City CEQA Guidelines and Article 19, Section 15311(a) of California CEQA Guidelines. RAP Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.

FISCAL IMPACT

There is no fiscal impact on RAP's General Fund. Funding for the completion of the Project will be the responsibility of SPARC. Any reimbursement of funds to SPARC to be made in accordance with the Amendment to the Sublicense Agreement shall be made from sources other than RAP's General Fund. RAP will be responsible for maintaining the improvements once they are completed. Therefore, the cost for maintenance would be requested in future budgets.

BOARD REPORT

PG. 6 NO. 22-192

STRATEGIC PLAN INITIATIVES AND GOALS

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

Goal No. 1: Provide Safe and Accessible Parks

Outcome No. 2: All parks are safe and welcoming

Result: The approval of the proposed monument signs will enhance the park user's experience and safety.

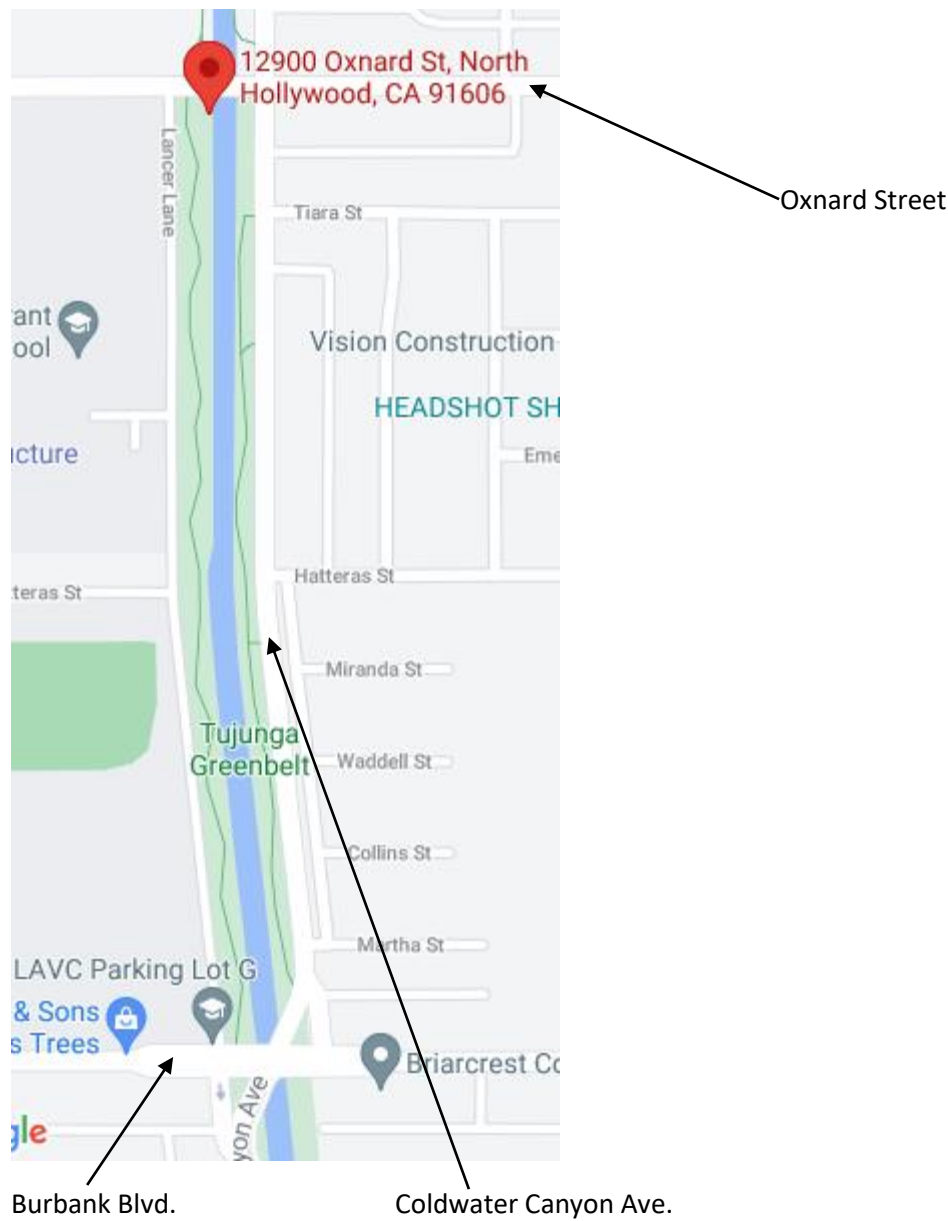
This Report was prepared by Felice Chen, Management Analyst, Planning, Maintenance, and Construction Branch.

LIST OF EXHIBITS

- 1) EXHIBIT A Site Map
- 2) EXHIBIT B Sublicense Agreement No. C-112122 and Amendment
- 3) EXHIBIT C Conceptual Drawing
- 4) EXHIBIT D Letter of Support from Office of Historic Resources dated March 23, 2021

Tujunga Greenbelt Park

Exhibit A



C-112122

Sublicense

CITY OF LOS ANGELES

and

SOCIAL AND PUBLIC ART RESOURCE CENTER

SUBLICENSE
BETWEEN CITY OF LOS ANGELES AND SOCIAL AND PUBLIC
ART RESOURCE CENTER RE
TUJUNGA WASH/GREAT WALL MURAL

WHEREAS, approximately 31 years ago, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (DISTRICT"), a body corporate and politic, granted permission to the Social and Public Art Resource Center, Inc. ("SPARC"), a California non-profit corporation, for the creation of an approximate one half mile long mural painting on a retaining wall of the Tujunga Wash (a tributary of the Los Angeles River) in the North Hollywood section of the City of Los Angeles between Oxnard Street and Burbank Boulevard. The mural contains a chronological narrative of, and tribute to, the ethnically diverse peoples of California from Prehistoric times to the 1950's and it was entitled "The Great Wall of Los Angeles" mural. At some point thereafter, to enhance viewing of The Great Wall of Los Angeles mural, a pedestrian bridge over the Tujunga Wash channel was also constructed.

WHEREAS, over the years, both the bridge and the Great Wall of L.A. mural have sustained damage from the sun, the elements and other causes; and

WHEREAS, the CITY OF LOS ANGELES ("CITY"), a municipal corporation, and the DISTRICT are in the process of finalizing a Use Agreement, pursuant to which the DISTRICT will grant the CITY permission to use the property on the west and east sides of Tujunga Wash between Oxnard Street and Burbank Boulevard and on the west side of Tujunga Wash between Burbank and Chandler Boulevards; and

WHEREAS, the DISTRICT, and SPARC are in the process of finalizing a Use Agreement pursuant to which the DISTRICT will grant SPARC permission to enter into the Tujunga Wash Channel and paint, restore, maintain, etc., the Great Wall of Los Angeles mural; and

WHEREAS, SPARC desires to remove and replace the existing pedestrian bridge and to create, install and maintain interpretive stations and related facilities ("IMPROVEMENTS") on a portion of the surface area which is the subject of the DISTRICT-CITY Use Agreement and seeks the permission of the CITY to enter onto and use a portion of such surface area space to perform such acts; and

WHEREAS, SPARC and the SANTA MONICA MOUNTAINS CONSERVANCY ("SMMC") have entered into an agreement dated, August 9, 2006, pursuant to which SPARC has agreed to, among other things, restore and preserve existing portions of The Great Wall of Los Angeles mural, construct a new solar-lit bridge and interpretive stations and construct five additional interpretive stations along the flood control channel wall; and

WHEREAS, SPARC has submitted a grant application to the CALIFORNIA CULTURAL AND HISTORICAL ENDOWMENT ("CCHE") pursuant to which SPARC would, among other things, restore and preserve The Great Wall of Los Angeles mural, construct a new solar-lit bridge with interpretive stations and construct five additional interpretive stations along the flood control channel wall and the CCHE has reserved funds for this project pursuant to a letter dated May 9, 2006; and

WHEREAS, SPARC and CITY are in the process of negotiating a Development Agreement which will set forth the details and terms and conditions relating to the IMPROVEMENTS SPARC will construct with funding from CCHE, the work which SPARC will perform and the construction, operation, maintenance and financial and other obligations of each party; and

WHEREAS, CITY and SPARC enter into this Sublicense Agreement as a preliminary and a conditional step in an effort to facilitate the development and execution of a Development Agreement.

NOW, THEREFORE, in consideration of the promises and faithful performance by SPARC of the covenants herein contained, for the period of the time herein set forth, the parties agree as follows:

ARTICLE 1. BASIC PROVISIONS

1.1. **Date And Parties.** This Sublicense ("Sublicense") is dated, for reference purposes only, Aug. 14, 2007 and is made between CITY as Sublicensor ("CITY"), and SPARC, as SUBLICENSEE ("SUBLICENSEE" or "SPARC"), upon the provisions and conditions contained in this Sublicense. CITY is a municipal corporation, organized under the laws of the State of California, acting through its Department Of Recreation And Parks. SUBLICENSEE is a California non-profit corporation, with principal offices at 685 Venice Boulevard, Venice, California 90291. The phrase "Execution Date" shall mean the date the Office of the City Clerk of Los Angeles attests this Sublicense.

1.2. **Sublicensed Premises.** CITY hereby sublicenses to SUBLICENSEE, and SUBLICENSEE hereby sublicenses from CITY, for the Term and upon the conditions hereafter provided, that space ("PREMISES") over and adjacent to the Tujunga Wash flood control channel between Burbank Boulevard and Oxnard Street in the City of Los Angeles, as set forth in the Map attached hereto as Exhibit A. Area #1 relates to the interpretive stations along the area adjacent to the east wall. Area #2 relates to the pedestrian bridge. Area #3 relates to the lay down area.

1.3. **Acceptance Of Premises.** SUBLICENSEE represents that SUBLICENSEE has inspected and examined the PREMISES and all improvements thereon and accepts "as is, where is" the condition of the PREMISES and improvements as of the date SUBLICENSEE executes this Sublicense.

1.4. **Capacity Of City As Licensee and Sublicensor.** Except where clearly and expressly provided otherwise in this Sublicense, the capacity of the City of Los Angeles in this Sublicense shall be as Sublicensor only, and all obligations or restrictions, if any, imposed by this Sublicense on CITY shall be limited to that capacity and shall not relate to or otherwise affect any activity of the City of Los Angeles in its governmental capacity, including, but not limited to, enacting laws, inspecting structures, reviewing and issuing permits, and all other legislative, administrative, or enforcement functions of the City of Los Angeles pursuant to federal, state, or local law. Nothing in this Section or this Sublicense shall be construed as abrogating or limiting any immunities or exemptions which the City of Los Angeles is entitled under the law.

1.5. **General Manager.** The defined term "General Manager" shall mean the General Manager of the Department of Recreation And Parks of the City of Los Angeles, or such successor position as the City Council of the City of Los Angeles may designate. The defined term "General Manager" shall also include any person designated by the General Manager to act on behalf of the General Manager, either generally or for specified activities under this Sublicense.

1.6. **Use.** SUBLICENSEE shall have the right to the non-exclusive use of the PREMISES indicated in Exhibit A as permitted herein. SUBLICENSEE shall use the PREMISES only for purposes related to: 1) the renovation, painting, repair and development of the mural; 2) the construction of interpretive stations; and 3) the demolition of the existing pedestrian bridge and construction of a new solar-lit pedestrian bridge. SUBLICENSEE shall not use the PREMISES for any other purpose without the prior written consent of the General Manager. All such permitted uses must be also be in accordance with this Sublicense Agreement, in accordance with the SMMC, CCHE and the Development Agreements referred to above, and also in full compliance with all applicable laws, statutes, ordinances, rules and regulations. Licensee shall not commit any nuisance or waste upon the PREMISES. SUBLICENSEE acknowledges that its occupancy and use of the PREMISES is secondary and subordinate to the occupancy and use by and of the DISTRICT and CITY. SUBLICENSEE may use Areas #2

and #3 up to the date of SUBLICENSEE's full completion of the pedestrian bridge and CITY'S written acceptance of same as per Section 1.8 below.

1.7. **Permits.** Subject to Section 1.8 below, SUBLICENSEE agrees to keep and maintain the PREMISES in good condition and to maintain and repair, at SUBLICENSEE's sole cost and expense. SUBLICENSEE shall, at its own expense, obtain all licenses, permits and inspections necessary for SUBLICENSEE's uses of and actions to be performed on the PREMISES.

1.8. **No Repair Obligation By City.** As to all IMPROVEMENTS to be made, constructed and/or performed by SPARC, prior to full completion by SPARC and CITY'S written acceptance of same, CITY shall have no obligation to repair, replace and/or inspect any aspect of feature of same. Upon the CITY'S written acceptance of the IMPROVEMENTS, ownership of same shall transfer from SUBLICENSEE to CITY and CITY will assume from SUBLICENSEE the prospective obligations of the repair and maintenance, with the exception of the artistic components and features of the interpretative stations (i.e., the graphic image and text mounted on the concrete podiums), as to which the responsibility for cleaning, repair and maintenance for the duration of this Sublicense shall remain and belong to SPARC. If for any reason the CITY does not accept any of the IMPROVEMENTS, except as expressly provided in the Development Agreement, the responsibility to demolish and remove any such non-accepted property shall belong solely to SPARC.

1.9. **Incorporation Of Agreements.** This Sublicense is subject to all of the provisions, covenants and conditions of the two Use Agreements, the SMMC Agreement and the CCHE Agreement, referred to above, with the same force and effect as if the provisions and conditions of the Agreements were fully set forth herein, except as otherwise provided herein. In addition, SUBLICENSEE shall not do or commit any act or activity or undertake any use of the PREMISES which would place CITY in violation of the DISTRICT-City Use Agreement, and SUBLICENSEE shall cooperate with CITY to the extent necessary for CITY to comply with the provisions and conditions of the said Use Agreement. A breach of any of the terms of any of these Agreements shall constitute to breach of the terms of this Sublicense Agreement and shall constitute a basis for the City to terminate for cause.

1.10. **Effect Of Inspections Or Approvals.** Wherever in this Sublicense inspections or approvals are required from CITY in its role as Sublicensor under this Sublicense, including from the General Manager, such inspections or approvals are additional to, and are not in lieu of, any inspections or approvals otherwise required under any applicable ordinance, regulation, or statute. Such inspections or approvals by CITY are discretionary acts and shall not impose any liability on CITY to third persons nor to SUBLICENSEE, and, in addition, shall not obligate CITY for any costs or expenses related to the construction, improvement, or maintenance of any building or other structure at the PREMISES.

1.11. **Utilities.** SUBLICENSEE shall furnish, at SUBLICENSEE's sole cost and expense, all power and/or utility services as may be required with respect to any structures or improvements on the PREMISES during the Term of this Sublicense.

1.12. **No Interest In Real Property.** SUBLICENSEE hereby acknowledges that this agreement is a license only and does not constitute a lease of or any other interest in real property.

ARTICLE 2. TERM

2.1. **Term.** The term ("Term") for this Sublicense shall commence on Aug. 14, 2007 ("License Commencement Date"), and shall terminate on 8/13/27. Any termination for any reason of the DISTRICT-CITY Use Agreement, whether voluntary or involuntary on the part of the CITY, shall also result in the automatic termination of this Sublicense.

2.2. **Termination Non-Conforming Use.** Should SUBLICENSEE fail or cease to use the PREMISES for the purposes specified herein, or should the operations conducted not be in accordance with the statutes, ordinances, rules, regulations and laws of the United States, the State of California or the County or City of Los Angeles applicable to the services or the PREMISES, upon not less than thirty (30) days prior written notice, CITY may terminate this Sublicense.

2.3. **Termination-Unsatisfactory Performance.** In addition to CITY'S right to terminate this Sublicense for default, should the quality of services not meet the expectations of CITY, as determined by the General Manager, upon not less than sixty (60) days notice or should the General Manager have any concerns about potential liability or safety issues, the General Manager may terminate this Sublicense. The determination regarding concerns about potential liability or safety issues, and whether the quality of services meets the expectations of CITY, are subjective in nature and the decision of General Manager is final and conclusive.

2.4. **Holdover.** If SUBLICENSEE, with CITY'S written consent, remains in possession of the PREMISES after the expiration or termination of this Sublicense, or after the date in any notice given by CITY to SUBLICENSEE terminating this Lease, such possession by SUBLICENSEE shall be deemed to be on a month-to-month status terminable on thirty (30) days' notice given at any time by either party. All provisions of this Sublicense except those pertaining to Term shall apply to the month-to-month possession. If SUBLICENSEE holds over without CITY'S written consent, SUBLICENSEE shall be deemed to be a tenant at sufferance.

2.5. **Condition Of Surrendered Premises.** Upon the expiration or termination of this Sublicense, SUBLICENSEE shall peaceably surrender the PREMISES, and all alterations and additions thereto, clean, in good order, repair and condition, reasonable wear and tear excepted. Upon such expiration or termination, SUBLICENSEE shall, without expense to the CITY or DISTRICT, remove or cause to be removed from the PREMISES all property installed or placed thereon by SUBLICENSEE as the General Manager may in his sole discretion require to be removed, and SUBLICENSEE shall repair at its own expense all damage to the PREMISES resulting from such removal.

ARTICLE 3. CONSIDERATION

3.1. **Consideration.** Provided SUBLICENSEE is not in default, no rent is to be paid to CITY for this Sublicense. The consideration to be furnished by SUBLICENSEE will be the renovation, painting, operation, improvement, development of the Great Wall of Los Angeles mural, the removal and replacement of the pedestrian bridge, the construction of the viewing stations, and the performance or additional acts to be set forth in the Development Agreement and SUBLICENSEE's faithful performance of all the terms of this Sublicense and the two Use Agreements, the SMMC Agreement, the CCHE and the Development Agreements, referred to above. If SUBLICENSEE remains on the PREMISES after being requested by the CITY to leave, the rent shall accrue at the rate of \$750.00 per month.

ARTICLE 4. LIMITATIONS

4.1. **All Costs Borne By SUBLICENSEE.** All costs, expenses, risks and liabilities associated with the work and improvements on the PREMISES shall be borne solely by SUBLICENSEE.

4.2. **Compliance With Laws.** All work done pursuant to the provisions of this Sublicense shall be done in accordance with the provisions and conditions specified in ordinances and statutes governing such instances; and the provisions of such ordinances and statutes are, by reference, made a part of this Sublicense as though fully set forth.

4.3. **Prohibition Of Liens.** SUBLICENSEE will pay for all materials placed upon, joined, or affixed to the PREMISES by or at the instance of SUBLICENSEE, and will pay in full all persons who perform labor upon the PREMISES

at the instance of SUBLICENSEE, and will not cause or permit any liens of any kind or nature to be levied against the PREMISES for any work done or materials furnished thereon at the instance or request of SUBLICENSEE. If SUBLICENSEE shall, in good faith, contest the validity of any such lien, then SUBLICENSEE shall defend itself and CITY and/or DISTRICT against the same and shall satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against CITY, DISTRICT and/or the PREMISES, upon the condition that if CITY shall require, SUBLICENSEE shall furnish to CITY and/or DISTRICT a surety bond in an amount equal to such contested lien indemnifying CITY and/or DISTRICT against liability for the same and holding the PREMISES free from the effect of such lien.

4.4. **Assignment Prohibited.** This Sublicense and permission herein given is personal to SUBLICENSEE and is not assignable or sublicenseable without CITY's prior written approval of the General Manager. Any such attempted assignment, hypothecation, mortgage or sublicense without CITY's prior written consent shall be void and of no force or effect and shall confer no rights upon the assignee, mortgagee or SUBLICENSEE of the PREMISES and may be withheld at the sole and absolute discretion of the General Manager.

4.5. **Americans With Disabilities Act.** SUBLICENSEE shall construct all improvements and operate all programs from the PREMISES in a manner which is in compliance with the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.) and any and all other applicable federal, state, and local laws regarding accessibility for persons with disabilities (collectively "the ADA"). CITY shall have no obligation or responsibility to make or install any improvements to the PREMISES or any improvements on the PREMISES or any street curbs abutting the PREMISES where such improvements are required for compliance under the ADA, but, instead, such obligation and responsibility shall be SUBLICENSEE's.

4.6. **Right Of Entry.** The CITY and/or DISTRICT and their authorized representatives, agents and employees shall have the right to enter upon the PREMISES at any and all times for any purpose or reason, including but not limited to the inspection and observation of SUBLICENSEE's operations.

4.7. **Operating Permits And Licenses.** SUBLICENSEE shall be required to obtain, at its sole expense, any and all permits or licenses that may be required in connection with its operations including, but not limited to, tax permits, business licenses, health permits, etc.

4.8. **Receivership Or Bankruptcy.** In the event SUBLICENSEE shall be adjudicated a bankrupt or become involved in any proceedings under the bankruptcy laws of the United States, or if the license interest created hereby, or any improvements existing or constructed pursuant to this Sublicense, shall be transferred by operation of law, including but not limited to, enforcement of a judgment, the trustee in bankruptcy, the assignee or judgment purchaser shall be bound by all provisions of this Sublicense, including but not limited to the provision that operation of the PREMISES be on a charitable, non-profit basis.

4.9. **No Relocation Assistance.** SUBLICENSEE acknowledges that it is occupying property of a public agency on a temporary basis. SUBLICENSEE also acknowledges that upon termination of this Sublicense, whether by expiration or otherwise, SUBLICENSEE shall not be entitled to receive any relocation assistance or benefits which may be provided under any law, including, but not limited to, the Uniform Relocation Acts of the United States or of the State of California.

ARTICLE 5. REPORTS AND AUDITS

5.1. **Reports To City.** On July 1, 2008, and thereafter not less often than annually, SUBLICENSEE shall provide a report, which includes the financial, organizational, and programmatic activities of SUBLICENSEE related to the PREMISES to the General Manager. If requested by General Manager, SUBLICENSEE shall submit an audit report in a form

and by a company approved by the General Manager, within one hundred twenty (120) days of the close of SUBLICENSEE's fiscal year during the Term of this Sublicense. SUBLICENSEE shall pay the cost of the audit.

5.2. **Business Records.** SUBLICENSEE shall maintain a method of accounting of all the receipts and disbursements in connection with activities related to the PREMISES which shall correctly and accurately reflect the gross receipts and disbursements received or made by SUBLICENSEE. The method of accounting, including bank accounts, established for the activities related to the PREMISES shall be separate from the accounting systems used for any other business operated by SUBLICENSEE which are not related to the PREMISES or for recording SUBLICENSEE's personal financial affairs. Such method shall include the keeping of the following documents:

5.2.1. Regular books of accounting such as general ledgers.

5.2.2. Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.

5.2.3. State and Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown.

5.2.4. Any other accounting records that General Manager, in General Manager's sole discretion, deems necessary for proper accounting.

5.3. **Inspection And Audit Of Records By City.** This Section is additional to, not in lieu of, CITY'S general access rights contained in other sections of this Sublicense. All documents, books and accounting records required to be maintained or retained under this Article shall be open for inspection and reinspection by CITY with reasonable prior notice at a place mutually agreed upon between CITY and SUBLICENSEE or, if not so mutually agreed, at a CITY office designated by CITY within the City of Los Angeles during regular operating hours during the Term of this Sublicense and for a reasonable period, not to exceed three (3) years, thereafter. In addition, whether or not in connection with any audit, CITY shall have the right to inspect, and upon such request SUBLICENSEE shall produce copies to CITY of, SUBLICENSEE's federal and state income tax returns as filed along with any amendments or supplemental filings related thereto, for any fiscal year(s) commencing with 2004.

ARTICLE 6. INDEMNIFICATION AND INSURANCE

6.1. **Indemnification.** SUBLICENSEE hereby undertakes and agrees to release, hold harmless, indemnify and defend (with counsel approved by CITY) CITY and CITY'S officers and employees from and against any and all claims, loss, demands, expense, damage or liability whatsoever for injuries to or death of persons or damage to property in any manner caused by or related to any act or omission by SUBLICENSEE or its employees, agents, contractors or invitees, or in any manner caused by or related to the exercise or enjoyment by SUBLICENSEE of any right or permission herein given or by reason of any violation of law by SUBLICENSEE or by any failure on the part of SUBLICENSEE to keep or perform any of the provisions or conditions of this Sublicense. Notwithstanding the preceding, SUBLICENSEE will not be required to indemnify, defend and hold harmless CITY from and against any claim to the extent that it arises from or in connection with the active negligence or willful misconduct of CITY or any agent, servant or employee of CITY. The foregoing indemnifications shall survive the termination, cancellation, or expiration of this Sublicense.

6.2. **Insurance.** SUBLICENSEE, at its sole cost and expense, shall provide and maintain for the Term of this Sublicense from an insurance company or companies licensed in the State of California, the following insurance coverage for its use of the PREMISES, and any building or other structure on the PREMISES:

6.2.1. **Insurance.** SUBLICENSEE shall provide and maintain general liability and property damage insurance in an amount of not less than Five Million Dollars (\$5,000,000) Combined Single Limit per occurrence. Evidence of such insurance shall be on an Insurance Industry Certificate of Insurance and should include coverage for products/completed operations, except that after the date of the City's written acceptance of the new pedestrian bridge, sublicense shall only be required to maintain insurance for general liability, not property damage, and only in an amount of not less than One Million Dollars (\$1,000,000) Combined Single Limit per occurrence.

6.2.2. **Worker's Compensation.** By signing this Sublicense, SUBLICENSEE hereby certifies that it is aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as they may apply during the Term of this Sublicense. In addition, SUBLICENSEE shall maintain coverage for Workers Compensation Insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for SUBLICENSEE, CITY and DISTRICT against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by, any person retained by, or any person permitted to enter the Channel or onto the PREMISES, by SUBLICENSEE in the course of carrying out the work, services or activities contemplated in this Agreement.

6.2.3. **Additional Insureds.** SUBLICENSEE shall include CITY, and all its boards, officers, agents and employees, and the County of Los Angeles and Los Angeles County Flood Control District, its governing board, officers, agents, contractors and employees, as Additional Insureds on all policies of insurance, including but not limited to any insurance required of SPARC under its Use Agreement with the DISTRICT. SUBLICENSEE shall furnish DISTRICT and CITY a Certificate of Insurance evidencing SUBLICENSEE's insurance coverage no later than ten (10) working days after execution of this Agreement but, in any event, before SUBLICENSEE enters onto the PREMISES. Upon renewal of said policies, SUBLICENSEE shall furnish to DISTRICT and CITY a Certificate evidencing SUBLICENSEE's continued insurance coverage herein.

6.2.4. **Notice of Change In Insurance.** All insurance policies required under this Sublicense shall expressly provide that such insurance shall not be canceled or materially reduced in coverage or limits except after thirty (30) days written notice (ten (10) days for non-payment of premium) has been given to DISTRICT and the CITY Administrative Officer, Risk Management, City Hall East, Room 1240, 200 North Main Street, Los Angeles, California 90012.

6.2.5. **Default.** If insurance is canceled, lapsed, or reduced below minimums required in this Article, this Sublicense shall automatically terminate, effective the date of such failure, subject to revival by CITY, and SUBLICENSEE agrees to cease all operations and activities on the PREMISES upon failure to keep the insurance in force. If the cancellation, lapse, or reduction below required minimums were not due to fault of SUBLICENSEE, this Sublicense shall automatically revive upon the same provisions and conditions at such time as SUBLICENSEE supplies CITY with acceptable proof that required insurance coverage has resumed. Otherwise, revival of the Sublicense shall be at the reasonable discretion of CITY, which may impose such additional requirements as may be considered prudent to protect the interests of CITY and the public.

6.2.6. **Adjustment Of Insurance Levels.** CITY reserves the right at any time during the Term of this Sublease, applying generally accepted Risk Management principles, to change the amounts and types of insurance required hereunder by giving SUBLICENSEE ninety (90) days written notice.

ARTICLE 7. HAZARDOUS MATERIALS

7.1. **Hazardous Materials.** Except as to fuels, lubricants and products associated with motorized vehicles and/or equipment and/or gardening or maintenance-related substances, SUBLICENSEE shall not cause or allow the presence, use, storage, or disposal of any hazardous substances on or about the PREMISES without the prior written consent of the DISTRICT and the CITY. In the event of spillage, leakage or escape of any hazardous substance onto the PREMISES, SUBLICENSEE shall immediately notify DISTRICT by calling (800) 675-4357. If the spillage, leakage or escape was caused by SUBLICENSEE, SUBLICENSEE shall promptly remove any such substance from the PREMISES to the DISTRICT's and CITY's satisfaction. In addition to removing any SUBLICENSEE's HAZARDOUS substances, SUBLICENSEE shall be liable for and reimburse DISTRICT and CITY for any and all costs and expenses that DISTRICT and CITY may incur or suffer. Such responsibility shall also include costs or expenses as DISTRICT and/or CITY may incur by reason of Federal, State, local or other authoritative agency's laws and regulations.

ARTICLE 8. NOTICES

8.1. **Notices.** All notices and demands which may or are to be required or permitted to be given by either party to the other under this Sublicense shall be in writing. All notices and demands shall be personally delivered (including by means of professional messenger service), or sent by United States registered or certified mail, postage prepaid, return receipt requested or by fax. For the purposes of such notices, the addresses for the parties are set forth in Section 8.2 below. Either party may from time to time designate another person or place in a notice.

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

To CITY:

City of Los Angeles
c/o Department Of Recreation And Parks
North Valley District
6336 Woodley Avenue
Van Nuys, California 91406
Telecopier: (818) 908-9786
Telephone: (818) 368-8343 or 756-8060

Superintendent, Planning & Development
Department of Recreation and Parks
City of Los Angeles
1700 W. 7th Street, 7th Floor
Los Angeles, California 90017
Telecopier: (818) 928-9180
Telephone: (818) 928-9191

Office of the City Attorney
Real Property Division
City of Los Angeles
200 No. Main Street, Room 701
Los Angeles, California 90012
Telecopier: (213) 978-8090

To SUBLICENSEE:

Social And Public Arts Resource Center
685 Venice Boulevard
Venice, California 90291
Telecopier: (310) 827-8717
Telephone: (310) 822-9560

To DISTRICT:

Mapping and Property Management Division
L.A. County Flood Control District
Department of Public Works
900 South Fremont Avenue, 10th Floor
Alhambra, California 91803-1331
Telecopier: (626) 289-3618
Telephone: (626) 458-7065 or (626) 458-7072
For Emergencies: (626) 458-4357

ARTICLE 9. DEFAULT

9.1. **Default By Sublicensee.** The occurrence of any of the following shall constitute a default by SUBLICENSEE:

9.1.1. **Abandonment.** The abandonment of the PREMISES by SUBLICENSEE, as defined in California Civil Code Section 1951.3.

9.1.2. **Breach Of Sublicense Provisions.** The failure by SUBLICENSEE to observe or perform any of the covenants or provisions of this Sublicense or of one or both of the Use Agreements attached as Exhibits A and B.

9.2. **City's Remedy.** In the event of any default under this by SUBLICENSEE, CITY may at any time thereafter, without limiting CITY in the exercise of any other right or remedy which CITY may have by reason of such default or otherwise, give SUBLICENSEE written notice of its intention to terminate this Sublicense on the date of such notice or on any later date specified in such notice. On the date specified in such notice, SUBLICENSEE's right to use of the PREMISES shall cease, SUBLICENSEE shall immediately surrender possession of the PREMISES to CITY, and the Sublicense will be terminated as if the expiration of the term fixed in such notice were the end of the Term of this Sublicense.

9.3. **Waivers.** No delay or omission in the exercise of any right or remedy of CITY on any default by SUBLICENSEE shall impair such a right or remedy or be construed as a waiver. CITY's consent to or approval of any act by SUBLICENSEE requiring CITY's consent or approval shall not be deemed to waive or render unnecessary CITY's consent to or approval of any subsequent act by SUBLICENSEE. Any waiver by CITY of any default must be in writing and shall not be waiver of any other default concerning the same or any other provision of the Sublicense.

ARTICLE 10. ORDINANCE MANDATED PROVISIONS

10.1. **Child Support Assignment Orders.** This Sublicense is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code related to Child Support Assignment Orders. Pursuant to this Section, SUBLICENSEE (and any subcontractor of Licensee providing services to CITY under this Sublicense) shall (1) fully comply with all State and Federal employment reporting requirements for SUBLICENSEE's or SUBLICENSEE's subcontractor's employees applicable to Child Support Assignment Orders; (2) certify that the principal owner(s) of SUBLICENSEE and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230, et seq.; and (4) maintain such compliance throughout the Term of this Sublicense. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of SUBLICENSEE or an applicable subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of SUBLICENSEE or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default of this Sublicense subjecting this Sublicense to termination where such failure shall continue for more than ninety (90) days after notice of such failure to SUBLICENSEE by CITY.

10.2. **Non-Discrimination.**

10.2.1. **Non-Discrimination In Use Of Premises.** There shall be no discrimination against or segregation of any person, or group of persons, on account of race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition in the use, occupancy,

tenure, or enjoyment of the PREMISES or any part of the PREMISES or any operations or activities conducted on the PREMISES or any part of the PREMISES.

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

10.2.3. **Equal Employment Practices.** During the performance of this Sublicense, SUBLICENSEE further agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("**Equal Employment Practices**") and by this reference incorporated herein. By way of specification but not limitation, pursuant to Sections 10.8.3.E and 10.8.3.F of the Los Angeles Administrative Code, the failure of SUBLICENSEE to comply with the Equal Employment Practices provisions of this Sublicense may be deemed to be a material breach of this Sublicense. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to SUBLICENSEE. Upon a finding duly made that SUBLICENSEE has failed to comply with the Equal Employment Practices provisions of this Sublicense, this Sublicense may be forthwith terminated.

10.2.4. **Equal Benefits Provisions.** This Sublicense is subject to Section 10.8.2.1, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code ("**Equal Benefits Provisions**") related to equal benefits to employees and by this reference incorporated herein. SUBLICENSEE agrees to comply with the provisions of Section 10.8.2.1. By way of specification but not limitation, pursuant to Section 10.8.2.1.c of the Los Angeles Administrative Code, the failure of SUBLICENSEE to comply with the Equal Employment Practices provisions of this Sublicense may be deemed to be a material breach of this Sublicense. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to SUBLICENSEE. Upon a finding duly made that SUBLICENSEE has failed to comply with the Equal Employment Practices provisions of this Sublicense, this Sublicense may be forthwith terminated.

10.3. **Contractor Responsibility Ordinance.**

10.3.1. **General Provisions; Contractor Responsibility Policy.** This Sublicense is subject to the Contractor Responsibility Ordinance ("CRO") (Section 10.40, et seq, of the Los Angeles Administrative Code "LAAC") and the rules and regulations promulgated pursuant thereto as they may be updated. The CRO requires that, unless specific exemptions apply as specified in LAAC 10.40.4(a), lessees or licensees of CITY property who render services on the leased or licensed PREMISES are covered by the CRO if any of the following applies: (1) the services are rendered on PREMISES at least a portion of which are visited by substantial numbers of the public on a frequent basis, (2) any of the services could feasibly be performed by CITY employees if the awarding authority had the requisite financial and staffing resources, or (3) designated administrative agency of the CITY has determined in writing that coverage would further the proprietary interests of the CITY. Lessees or licensees of CITY property who are not exempt pursuant to LAAC 10.40.4 (a) or (b), unless subject to the CRO solely due to an amendment to an existing lease or license, are required to have completed a questionnaire ("**Questionnaire**") signed under penalty of perjury designed to assist the CITY in determination that the lessee or licensee is one that has the necessary quality, fitness and capacity to perform the work set forth in the contract. All lessees or licensees of CITY property who are covered by the CRO, including those subject to the CRO due to an amendment, are required to complete the following Pledge of Compliance ("**POC**"):

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

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

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

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

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

SUBLICENSEE shall ensure that their subcontractors meet the criteria for responsibility set forth in the CRO and any rules and regulations promulgated thereto. SUBLICENSEE may not use any subcontractor that has been determined or found to be a non-responsible contractor by CITY. The listing of non-responsible contractors may be accessed on the internet at: <http://www.lacity.org/bidresp>. Subject to approval by the awarding authority, SUBLICENSEE may substitute a non-responsible subcontractor with another subcontractor with no change in the consideration for this Sublicense. SUBLICENSEE shall submit to CITY a Pledge of Compliance for each subcontractor listed by SUBLICENSEE in its Questionnaire, as performing work on this Sublicense within thirty (30) calendar days of execution of this Sublicense, unless the Department of General Services requires in its discretion the submission of a Pledge of Compliance within a shorter time period. The signature of SUBLICENSEE on page 16 of this Sublicense shall constitute a declaration under penalty of perjury that SUBLICENSEE shall comply with the Pledge of Compliance.

10.3.2. Update Of Information. SUBLICENSEE shall:

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

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

(3) notify the awarding authority within thirty (30) calendar days of becoming aware of any information regarding its subcontractors and investigations or findings regarding the subcontractor's violations of any applicable

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

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

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

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

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

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

10.4. **Slavery Disclosure Ordinance.** This Sublicense is subject to the applicable provisions of the Slavery Disclosure Ordinance. ("SDO") (Section 10.41, et seq. of the Los Angeles Administrative Code). Unless otherwise exempt in accordance with the provision of this Ordinance, Landlord certifies that it has complied with the applicable provisions of the Ordinance. Under the provisions of Section 10.41.2(b) of the Los Angeles Administrative Code, CITY has the authority, under appropriate circumstances, to terminate this Sublicense and otherwise pursue legal remedies that may be available to CITY if CITY determines that the Landlord failed to fully and accurately complete the SDO affidavit or otherwise violated any provision of the SDO.

10.5. **Tax Registration Certificates And Tax Payments.** This Section is applicable where SUBLICENSEE is engaged in business within the City of Los Angeles and SUBLICENSEE is required to obtain a Tax Registration Certificate ("TRC") pursuant to one or more of the following articles (collectively "Tax Ordinances") of Chapter II of the Los Angeles Municipal Code: Article 1 (Business Tax Ordinance) [section 21.00, et seq.], Article 1.3 (Commercial Tenant's Occupancy Tax) [section 21.3.1, et seq.], Article 1.7 (Transient Occupancy Tax) [section 21.7.1, et seq.], Article 1.11 (Payroll Expense

Tax) [section 21.11.1, et seq.], or Article 1.15 (Parking Occupancy Tax) [section 21.15.1, et seq.]. Prior to the execution of this Sublicense, or the effective date of any extension of the Term or renewal of this Sublicense, SUBLICENSEE shall provide to the Department Of Recreation And Parks, North Valley District proof satisfactory to the General Manager of the Department Of Recreation And Parks, North Valley District that SUBLICENSEE has the required TRCs and that SUBLICENSEE is not then currently delinquent in any tax payment required under the Tax Ordinances. CITY may terminate this Sublicense upon thirty (30) days' prior written notice to SUBLICENSEE if CITY determines that SUBLICENSEE failed to have the required TRCs or was delinquent in any tax payments required under the Tax Ordinances at the time of entering into, extending the Term of, or renewing this Sublicense. CITY may also terminate this Sublicense upon ninety (90) days prior written notice to SUBLICENSEE at any time during the Term of this Sublicense if SUBLICENSEE fails to maintain required TRCs or becomes delinquent in tax payments required under the Tax Ordinances and SUBLICENSEE fails to cure such deficiencies within the ninety (90) day period (in lieu of any time for cure otherwise provided herein).

ARTICLE 11. MISCELLANEOUS PROVISIONS

11.1. **Captions And Table Of Contents.** The captions and table of contents contained in this Sublicense are for convenience and reference only, are not intended to define or limit the scope of any provisions of this Sublicense, and shall not be used with respect to the interpretation of any provision of this Sublicense.

11.2. **Entire Understanding.** This Sublicense sets forth the entire understanding of the parties and supersedes any prior understanding between CITY and SUBLICENSEE as to the subject matter of this Sublicense. Any modification to this Sublicense will be void unless made in writing and signed by each party. No representation, promise, inducement, or statement of intention has been made by either party that is not embodied in this Sublicense.

11.3. **Fair Meaning.** The language of each part of this Sublicense shall be construed simply and according to its fair meaning, and this License shall never be construed either for or against either party.

11.4. **No Joint Venture.** Nothing herein shall be construed as creating a joint venture or partnership between CITY and SUBLICENSEE, and neither party is authorized to act as the agent of the other party.

11.5. **Governing Law.** This Sublicense will be governed by the law of the State of California and will be construed and interpreted according to that law and in any legal dispute venue shall lie in Van Nuys.

11.6. **Signage.** SUBLICENSEE shall not use any sign, lettering, numbering, or other indicia of its occupancy or use of the PREMISES without the prior written consent of CITY.

11.7. **Severability.** If any portion of this Sublicense is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in such court's opinion to render such portion enforceable and, as so modified, such portion and the balance of this Sublicense shall continue in full force and effect.

11.8. **Taxes.** SUBLICENSEE shall pay all taxes levied and assessed upon any personal property, fixtures and improvements belonging to SUBLICENSEE and located upon the PREMISES, and all rented and possessory interest taxes levied by any taxing authority. By executing this Sublicense and accepting the benefits thereof, a property interest may be created known as a "possessory interest." Such property interest will be subject to property taxation. SUBLICENSEE, as the party in whom the possessory interest is vested, may be subject to payment of the property taxes based upon said interest.

11.9. **Cross Default.** Notwithstanding any other provision of this Sublicense to the contrary, and in addition to other rights held by CITY, it is understood and agreed by SUBLICENSEE that any default on the part of SPARC under the

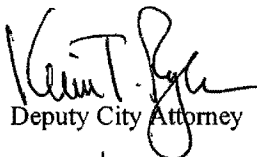
DISTRICT-SPARC Use Agreement, the SMMC Agreement, the CCHE Agreement, or the Development Agreement shall also constitute a default under this Sublicense.

11.10. **Contract Formation.** This Sublicense shall only become effective after full execution and compliance with all applicable contract formation requirements and formalities by SPARC, the City of Los Angeles (including but not limited to approval by the City Council) and the Los Angeles County Flood Control District (including but not limited to approval by the Los Angeles County Board of Supervisors) as to this Sublicense, the DISTRICT-CITY Use Agreement, the DISTRICT-SPARC Use Agreement, and the Development Agreement. Prior to that date, this Sublicense Agreement shall be of no force and effect.

IN WITNESS WHEREOF, CITY OF LOS ANGELES, a municipal corporation, Licensee and Sublicensor herein, and the SOCIAL AND PUBLIC ARTS RESOURCE CENTER, a California non-profit corporation, SUBLICENSEE herein, have caused this Sublicense to be executed as of the date of the attestation by the City Clerk.

APPROVED AS TO FORM:

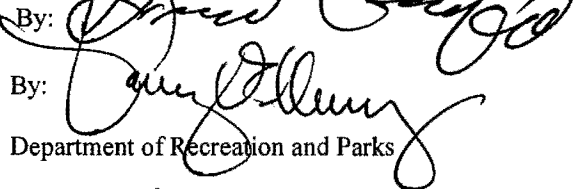
ROCKARD J. DELGADILLO, City Attorney

By: 
Deputy City Attorney

DATE: 7/12/07

SUBLICENSOR:

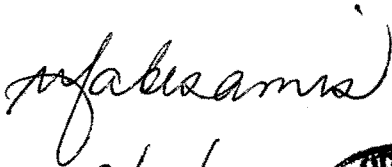
CITY OF LOS ANGELES, a municipal corporation,
acting by and through its Department of Recreation and Parks

By: 
Department of Recreation and Parks

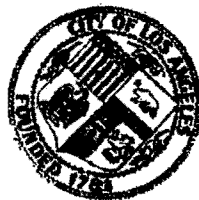
DATE: 7/11/07

ATTEST:

FRANK T. MARTINEZ, City Clerk

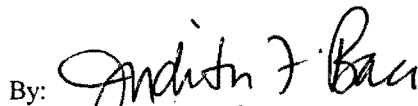
By: 

DATE: 8/16/07



SUBLICENSEE:

SOCIAL AND PUBLIC ARTS RESOURCE CENTER,
California non-profit corporation

By: 

DATE: 6/11/07

By: 

DATE: 6/11/07

C-112122

CONTRACT SUMMARY SHEET

TO: THE OFFICE OF THE CITY CLERK,
COUNCIL/PUBLIC SERVICES DIVISION
ROOM 395, CITY HALL

DATE: Oct. 21, 2010

FROM (DEPARTMENT): Recreation and Parks

CONTACT PERSON: Mary E. Alvarez PHONE: (213) 202-2640

CONTRACT NO.: 112122

COUNCIL FILE NO.: N/A

ADOPTED BY COUNCIL: _____
DATE

APPROVED BY BPW: _____
DATE

- ☐ NEW CONTRACT
- ☒ AMENDMENT NO. 1
- ☐ ADDENDUM NO. _____
- ☐ SUPPLEMENTAL NO. _____
- ☐ CHANGE ORDER NO. _____

CONTRACTOR NAME: The Social and Public Arts Resource Center

TERM OF CONTRACT: (same as original) THROUGH: _____

TOTAL AMOUNT: Increases original by possible reimbursement up to \$297,400

PURPOSE OF CONTRACT:

This Amendment increases the scope of the Agreement to include the replacement of Valley College Bridge.

AMENDMENT TO THE SUBLICENSE
BETWEEN THE CITY OF LOS ANGELES
AND
THE SOCIAL AND PUBLIC ART RESOURCE CENTER,
CONCERNING THE TUJUNGA WASH PROJECT

THIS AMENDMENT is made on _____, 2010, between the CITY OF LOS ANGELES ("CITY") as Sublicensor and THE SOCIAL AND PUBLIC ART RESOURCE CENTER ("SPARC") as Sublicensee, with principal offices at 685 Venice Boulevard, Venice, California, 90291.

WHEREAS CITY and SPARC entered into a twenty-year Sublicense on August 16, 2007, City Contract No. 112122, for the entry by SPARC upon a portion of the area in the vicinity of the Tujunga Wash in the community of Valley Glen that is subject to a Use Agreement between CITY and the Los Angeles County Flood Control District, said Use Agreement being executed on August 14, 2007 with CITY as Licensee; and

WHEREAS there has developed a need to amend the Sublicense to allow for CITY'S reimbursement to SPARC of expenditures relating to the replacement of the Valley College Bridge, used by pedestrians to cross the Wash until being closed because of earthquake damage;

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, City and SPARC agree as follows:

1. Reimbursement. SPARC may request from CITY reimbursement up to \$297,400 for expenditures incurred with the bridge replacement project, said reimbursement to be made following completion of the project upon submittal of satisfactory documentation to the project's liaison from the Bureau of Engineering and, as requested, to staff of Grants Administration of CITY'S Department of Recreation and Parks.
2. Notices. Article 8.2 of the Sublicense regarding notices is amended. Notices to the Superintendent, Planning & Construction, Department of Recreation and Parks of the City of Los Angeles shall be sent to 221 North Figueroa Street, First Floor, Los Angeles, California 90012, with the telecopier being (213) 202-2612, and the telephone being (213) 202-2608.
3. Default of Amendment Provisions. A default of this Amendment is a default of the underlying Sublicense between CITY and SPARC and creates a corresponding default in all other executed agreements between the parties to this sublicense involving the Tujunga Wash project.

4. Relation to Sublicense. Except as specifically provided in this Amendment, this Amendment will not in any manner alter, change, modify or affect any of the rights, privileges, duties or obligations of either party to the Sublicense; all the provisions of the Sublicense that are consistent with this Amendment shall remain in full force and effect.

(Signature Page to Follow)

IN WITNESS WHEREOF, the CITY OF LOS ANGELES, a municipal corporation, Licensee and Sublicensor herein, and THE SOCIAL AND PUBLIC ART RESOURCE CENTER, a California non-profit corporation, Sublicensee herein, have caused this Amendment to the Sublicense to be executed by their duly authorized representatives, to be effective as of the date of attestation by the City Clerk.

Executed this 20th day
of October, 2010

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

By

[Signature]
President

By

[Signature]
Secretary

Executed this _____ day
of _____, 2010

THE SOCIAL AND PUBLIC ART RESOURCE CENTER, a California non-profit corporation (Sublicensee)

By

By

Approved as to Form:

Date: 10-20-10

CARMEN A. TRUTANICH,
City Attorney

By

[Signature]
Sr. Assistant City Attorney

ATTEST:

JUNE LAGMAY, City Clerk

Deputy

Date: [Signature]
10-21-10

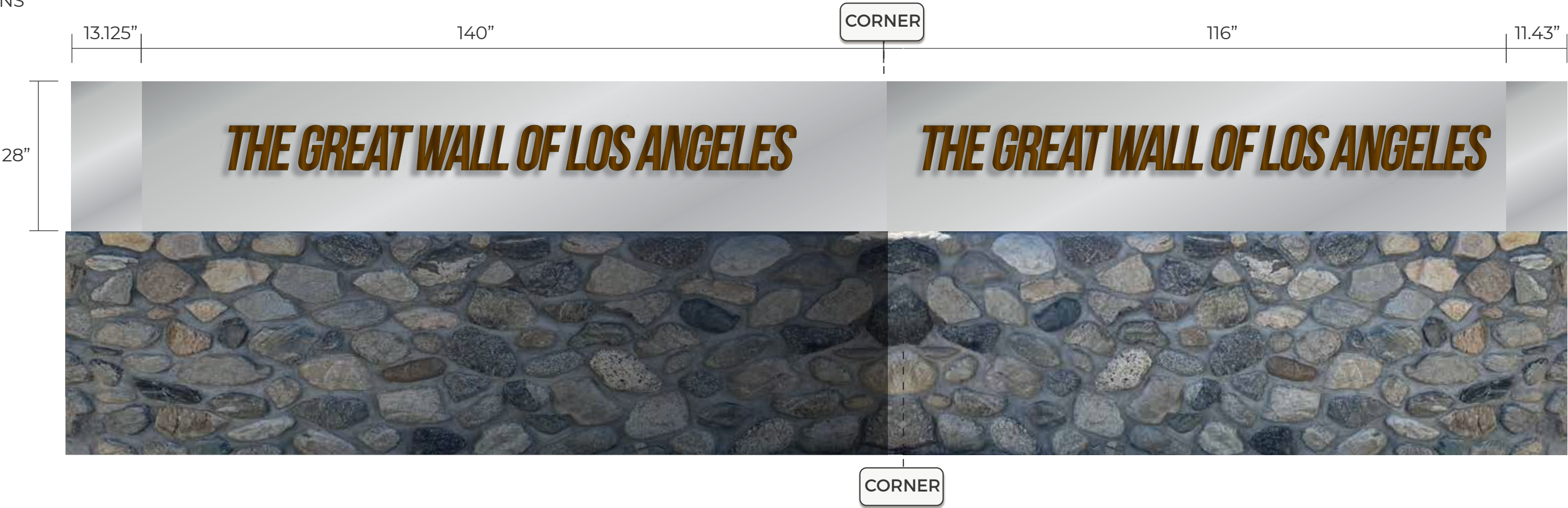


THE GREAT WALL OF LOS ANGELES

12900 Oxnard St., North Hollywood, CA 91606

— CONCEPTUAL DRAWING —

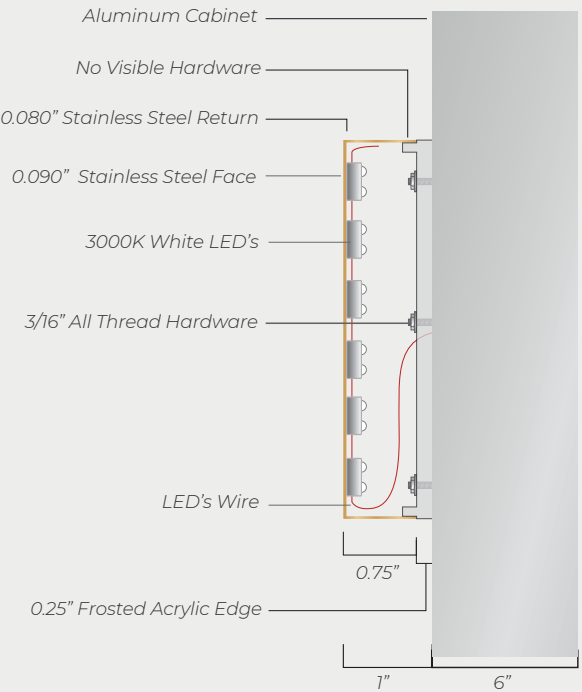
DIMENSIONS



DIMENSIONS
QTY- 1



SECTION DETAIL



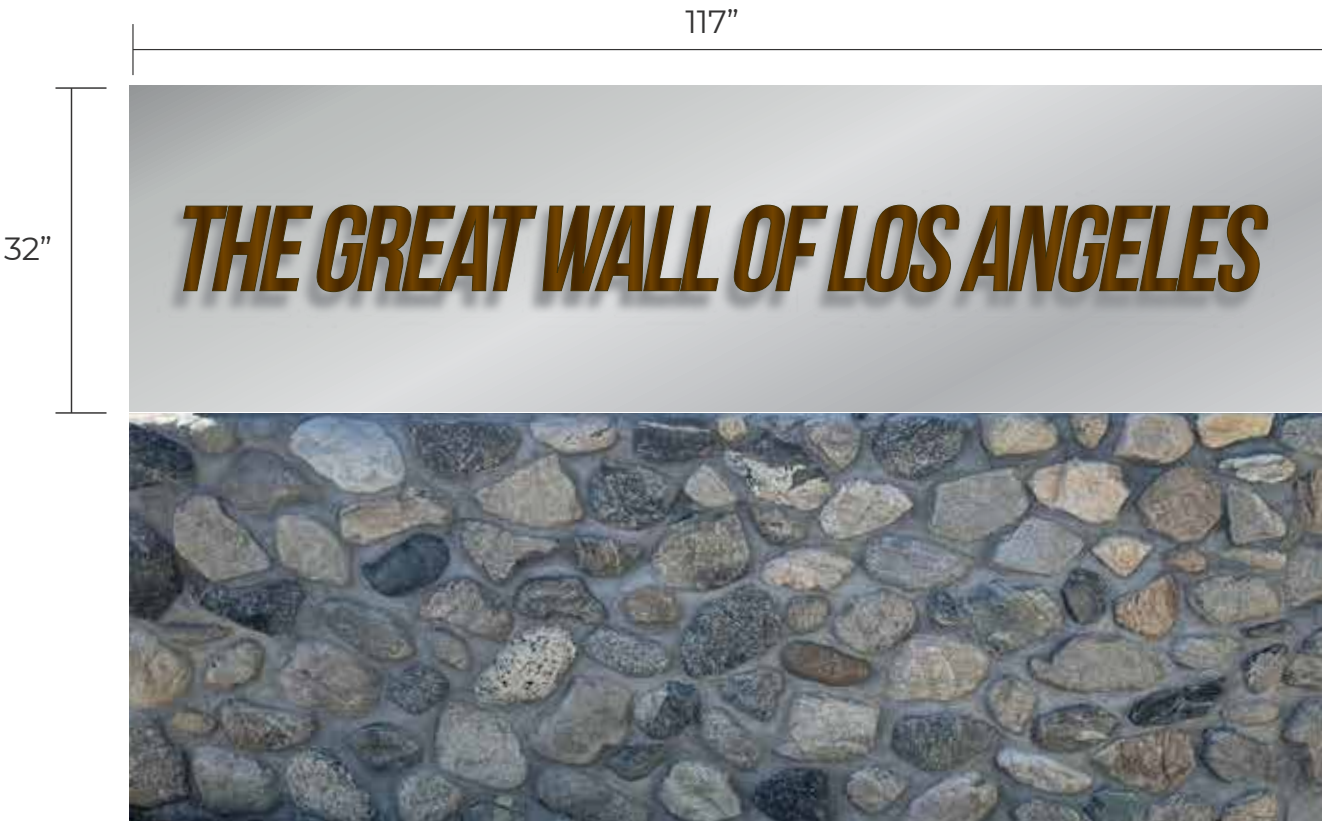
ISOMETRIC VIEW



COLOR



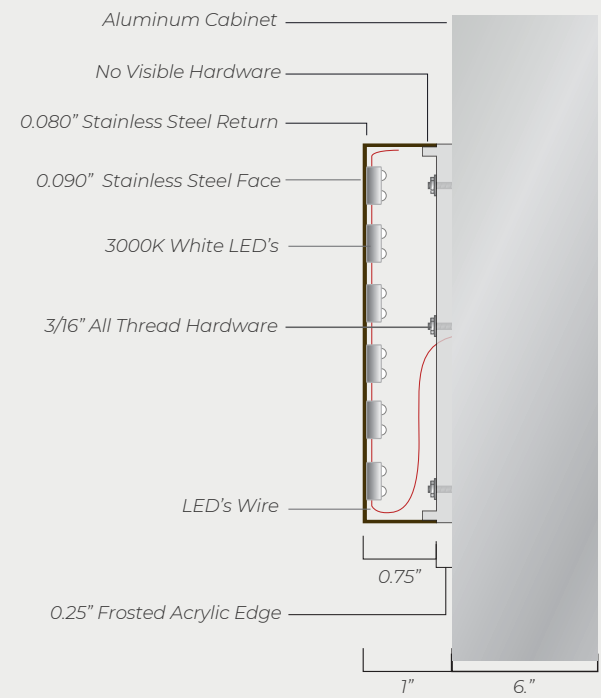
DIMENSIONS



DIMENSIONS
QTY- 1



SECTION DETAIL



ISOMETRIC VIEW



COLOR



Letters -
Electroplated Stainless Steel
Dark Copper - Brushed
Horizontal Grain



Cabinet -
Brushed Aluminum
Horizontal Grain



PROJECT NAME
The Great Wall of Los Angeles - 22 - 10077

LOCATION
12900 Oxnard St., North Hollywood, CA 91606

ACCOUNT REP.
N. Estrada

DESIGNER
L. Moreno

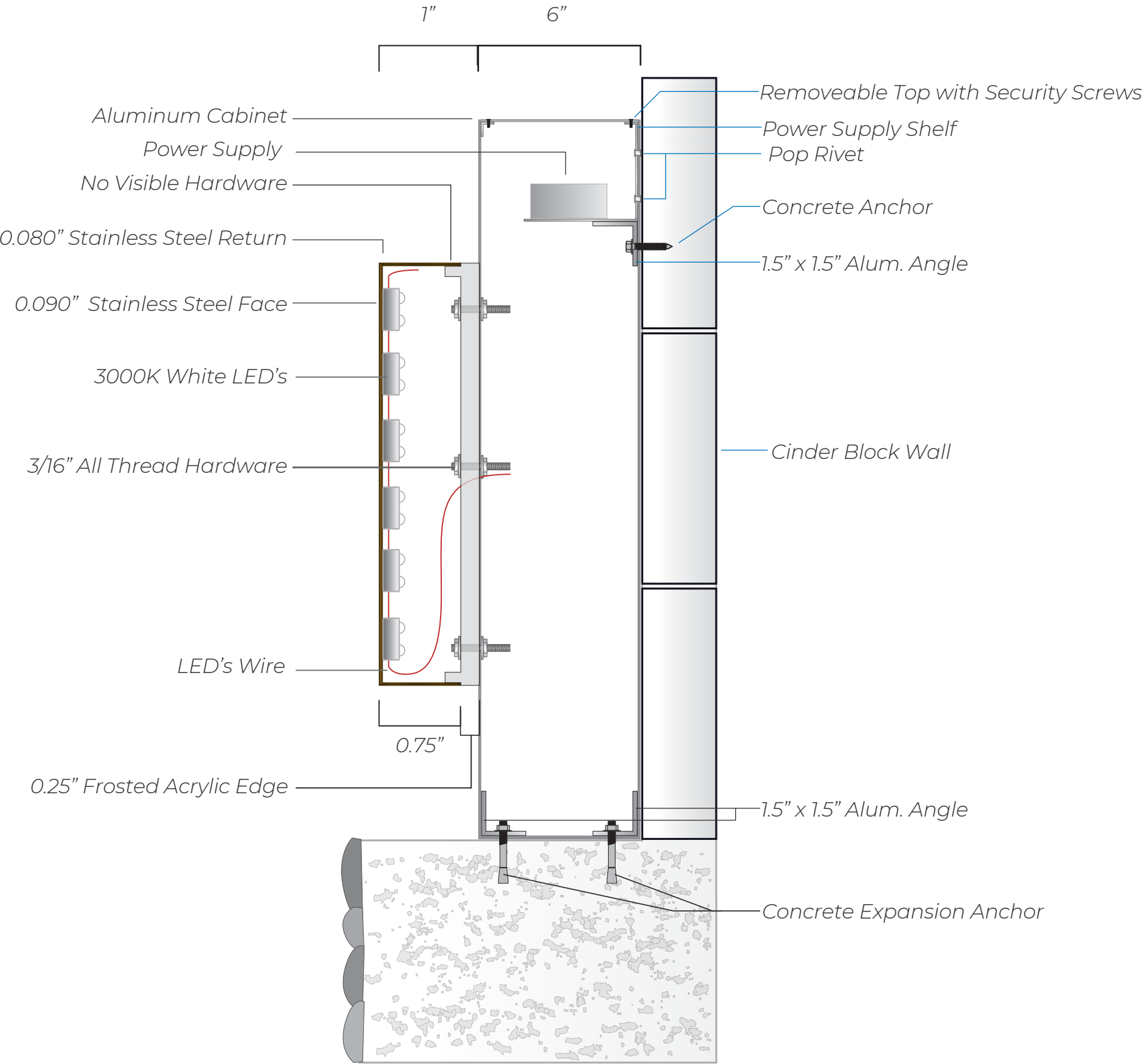
DATE
3-29-2022

REVISIONS

APPROVAL:

CLIENT

This is an original unpublished drawing prepared for you by Tyko Sign Group for your business. All ideas, designs, arrangements and plans indicated or represented in this drawing are owned by and the property of Tyko Sign Group. It is not to be shown outside your organization nor to be reproduced, copied or exhibited in any fashion without the written permission of Tyko Sign Group. © COPYRIGHT PROTECTED



ISOMETRIC VIEW



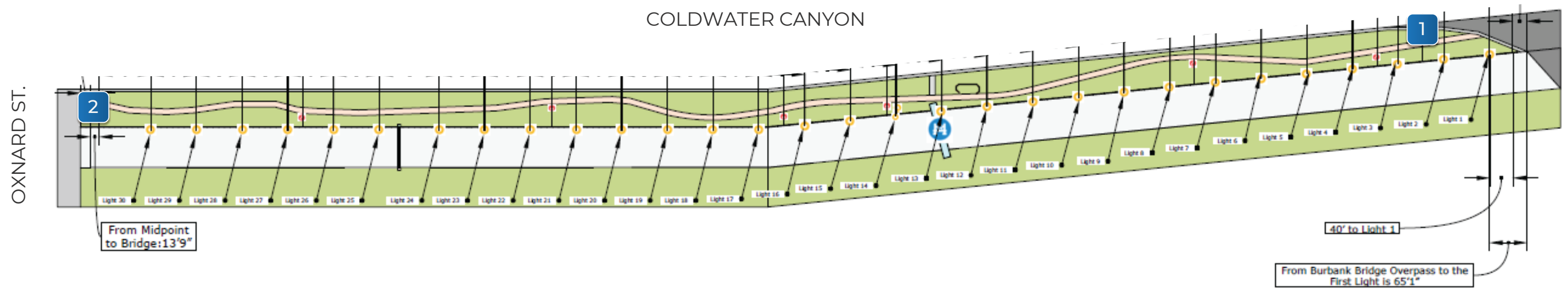
Channel Letter Specs
Face: .090 Stainless Steel Face
Body: .080 Stainless Steel Return
Back: 1/4" Translucent Clear Frosted Acrylic

Illumination
Type: LED
Power Supply: Behind the Wall
Input - 120-220 VAV -0.26-.063 Amp
Output - 2.1 - 3.3 VDC - 2 x 5 Amp Circuit

Mounting
Letters - Flex Connectors, Flex Conduit
1/4" - 20 All Thread with Washers and Nuts
Cabinet - Concrete Masonry Anchors - Qty 8 per Cabinet



COLOR		Letters -	
		Electroplated Stainless Steel Dark Copper - Brushed Horizontal Grain	



**DEPARTMENT OF
CITY PLANNING**

OFFICE OF HISTORIC RESOURCES
221 N. FIGUEROA STREET, SUITE 1350
LOS ANGELES, CA 90012-2639

CULTURAL HERITAGE COMMISSION

RICHARD BARRON
PRESIDENT

GAIL M. KENNARD
VICE PRESIDENT

PILAR BUELNA
DIANE KANNER
BARRY A. MILOFSKY

COMMISSION OFFICE
200 N. SPRING STREET, ROOM 272
LOS ANGELES, CA 90012-4801
(213) 978-1300

preservation.lacity.org

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

EXECUTIVE OFFICES

200 N. SPRING STREET, ROOM 525
LOS ANGELES, CA 90012-4801
(213) 978-1271

VINCENT P. BERTONI, AICP
DIRECTOR

KEVIN J. KELLER, AICP
EXECUTIVE OFFICER

SHANA M.M. BONSTIN
DEPUTY DIRECTOR

ARTHI L. VARMA, AICP
DEPUTY DIRECTOR

LISA M. WEBBER, AICP
DEPUTY DIRECTOR

planning.lacity.org

March 23, 2021

To whom it may concern:

I am writing on behalf of the City of Los Angeles Office of Historic Resources (OHR) to convey our enthusiastic support for the improvements proposed by SPARC for the Great Wall of Los Angeles park site.

The Great Wall was listed in the National Register of Historic Places in 2017, based on a nomination submitted by the OHR. Our office has reviewed SPARC's proposed design for a new pedestrian bridge, which will greatly enhance the visitor experience at the site. The new design is elegant, complementary to its setting, and carefully sited to avoid any adverse impacts to the artwork. The six new interpretive signs and welcome signage will also significantly add to visitors' understanding of the significance, background, and context of this landmark work.

The proposed new LED lighting, which will make the mural more visible in the evenings for visitors and the local community, are sensitively placed and well-spaced along the channel. Finally, we are excited to learn of SPARC's plans, in collaboration with its founder, Judy Baca, to create designs for additional murals addressing the social history of the past six decades, which will build upon and extend the original vision of the Great Wall.

We look forward to partnering with SPARC and the governmental entities responsible for the Tujunga flood control channel to make these enhancements a reality. If you have any questions, please feel free to contact me at 213-847-3652 or ken.bernstein@lacity.org. Thank you for your consideration.

Sincerely,

Sincerely,

Ken Bernstein
Principal City Planner, Office of Historic Resources

Tujunga Greenbelt Tree Removals

Park Name	Section	Region	Species	Site ID	Height	Diameter	Trunks	Overall Condition	Longitude	Latitude	Site Change Date	Foliage Condition	Wood Condition
Tujunga Greenbelt	N/A	VALLEY REGION	Eucalyptus sideroxylon (red ironbark)	40112	41 - 50 ft.	19	1	Fair 41-60%	-118.41446	34.1752094	12/15/2020	No Apparent Problems/Good	Minor Problems/Fair
Tujunga Greenbelt	N/A	VALLEY REGION	Eucalyptus sideroxylon (red ironbark)	40113	41 - 50 ft.	30	1	Fair 41-60%	-118.41436	34.175111	12/15/2020	No Apparent Problems/Good	Minor Problems/Fair
Tujunga Greenbelt	N/A	VALLEY REGION	Pinus halepensis (Aleppo pine)	2272237	51 - 75 ft.	42	1	Good 61-80%	-118.41448	34.1751088	10/12/2021	Minor Problems/Fair	No Apparent Problems/Good



12924

12920

The Great Wall
of Los Angeles
Iconic mural
depicting state history

Lancer Lane

Lancer Lane

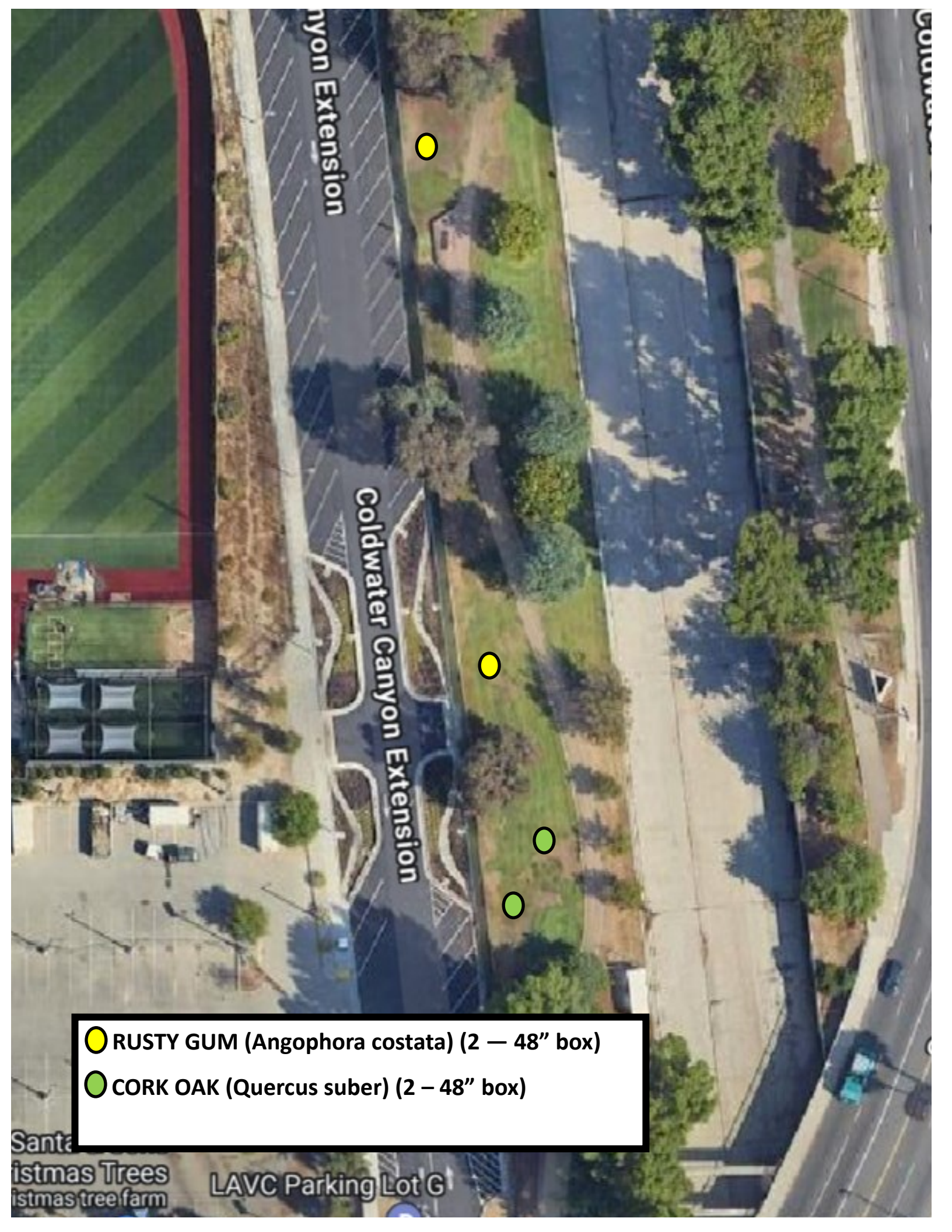
Goldwater Canyon Ave

Tia

Google

● MEXICAN NETLEAF OAK (*Quercus rugosa*) (4– 60" box)





● RUSTY GUM (*Angophora costata*) (2 — 48" box)

● CORK OAK (*Quercus suber*) (2 — 48" box)



● RUSTY GUM (*Angophora costata*) (2—36" box)

● ISLAND OAK (*Quercus tomentella*) (3—48" box)

Tujunga Greenbelt Tree Removals

Park Name	Section	Region	Species	Site ID	Height	Diameter	Trunks	Overall Condition	Longitude	Latitude	Site Change Date	Foliage Condition	Wood Condition
Tujunga Greenbelt	N/A	VALLEY REGION	Eucalyptus sideroxylon (red ironbark)	40112	41 - 50 ft.	19	1	Fair 41-60%	-118.41446	34.1752094	12/15/2020	No Apparent Problems/Good	Minor Problems/Fair
Tujunga Greenbelt	N/A	VALLEY REGION	Eucalyptus sideroxylon (red ironbark)	40113	41 - 50 ft.	30	1	Fair 41-60%	-118.41436	34.175111	12/15/2020	No Apparent Problems/Good	Minor Problems/Fair
Tujunga Greenbelt	N/A	VALLEY REGION	Pinus halepensis (Aleppo pine)	2272237	51 - 75 ft.	42	1	Good 61-80%	-118.41448	34.1751088	10/12/2021	Minor Problems/Fair	No Apparent Problems/Good



Social and Public Art Resource Center (SPARC)
685 Venice Blvd., Venice, CA 90291 310/822-9560

ART | COMMUNITY | EDUCATION | SOCIAL JUSTICE
Creating Sites of Public Memory Since 1976

April 6, 2024

Dear Jimmy Kim,
General Manager
City of Los Angeles
Department of Recreation & Parks
221 N. Figueroa Street Suite 350
Los Angeles, CA 90012

RE: Acceptance of SPARC's Great Wall of Los Angeles Bridge

We write this letter to bring to your attention the need for immediate action in this last and pending issue in regards to the Great Wall Bridge Construction located at approximately 5741 N. Coldwater Canyon Ave., North Hollywood, CA 91607. After more than ten years in the works, construction of the Great Wall Bridge is complete, and we have passed over 30 inspections including those required by the City of Los Angeles Department of Building and Safety, Los Angeles County Flood Control District, and the U.S. Army Corps of Engineers. We reached substantial completion on November 6, 2024, and have received our Certificate of Occupancy earlier this month from the Department of Building and Safety. SPARC has completed monumental signage near the intersection of (1) Oxnard St. & Coldwater Canyon Ave., and (2) the intersection of Burbank Blvd., & Coldwater Canyon Ave. marking and calling attention to this Historical Monument. The interpretive stations have also been constructed and are in place. We have requested to schedule a walkthrough of the site from RAP so that the bridge can be formally accepted by the City of Los Angeles. However, we have been informed by RAP staff this cannot occur until the interpretive didactic signage text is approved by RAP's Board so that the city can take ownership of the bridge. We have also been informed that RAP needs approximately two months to complete and present a report to the RAP Board for acceptance before moving forward to full city council approval.

We submitted didactic text for RAP's approval in **April 2024** and are still awaiting final approval. The text has been vetted through multiple scholars and carefully crafted to provide interpretation of the imagery depicted in the Great Wall of Los Angeles mural. We have been notified by RAP staff that the City Attorney's office has identified a few changes that need to be made to the panels to conform to government speech guidelines, but have not been provided with any specifics so that we can make those changes. We were also informed in December 2024, once the bridge had already been completed, that the interpretive signage would also need to be approved by the Department of Cultural Affairs (DCA), then to the RAP Board for approval, prior to fabrication, and before being installed. The fabrication and installation in of itself is estimated to take approximately 3 months. This delay is also holding back our ability to access 10% retainage from the Los Angeles County Regional Park and Open Space District who requires proof of signage crediting. The County of Los Angeles has provided over \$601,000 in funding for the building of this over \$5 million dollar bridge that is ready for public use.

Currently the bridge is fenced off from the public who continually seek to use it, including students from neighboring Los Angeles Valley College, Ulysses S. Grant High School, and Jack London High School all of which are located adjacent to the Tujunga Greenbelt. SPARC recently completed landscaping of this fenced area due to the heavy rains, which resulted in heavy overgrowth. SPARC can no longer continue to pay for the fencing, landscaping, and to maintain a public site while the interpretive signage continues to make its way through the city's approval process. The funding for this project was completed in 2024, and our funders (State, County, City, and private foundations) are inquiring about a ribbon cutting ceremony to acknowledge the countless years of support and funding in making this public benefit into a reality. Additionally, we have been unable to get a promise from the city to access the full funding due to the sweeping of funds that was originally promised for this project (\$297,400) and have only been assured access to \$150,000 in funds from the City of Los Angeles.

Having completed all inspections on the bridge, SPARC has maintained a fence around the site which is not allocated in our restricted grant budgets. SPARC is providing notice that we cannot continue to fence the site or maintain the park nor can we insure the site through our insurance since we do not own the property or the bridge. To summarize it is imperative that the city accept the bridge as soon as possible. SPARC can no longer encumber the costs of maintenance and operations of a pedestrian bridge which greatly exceeded our budgeted costs. SPARC has submitted all requested documentation to Mr. Darryl Ford. We reiterate our request to meet Mr. Ford and his team onsite as soon as possible. We look forward to your assistance in addressing this final issue to expedite the bridge acceptance and look forward to hearing back from you.

Sincerely,

Signed by:

Zojeila I Flores

25ADCAC0628545C...

Zojeila I. Flores, Esq.

SPARC Board Chairman

zfloresboard@gmail.com

4/9/2025

DocuSigned by:

Judy Baca

CD4CBA206C714A2...

Judith F. Baca

SPARC Founder/Artistic Director

judybaca@g.ucla.edu

310-822-9560 x118

4/9/2025



**The Great Wall
of Los Angeles**

Iconic mural
depicting state history

12924

12920

Lancer Lane

Lancer Lane

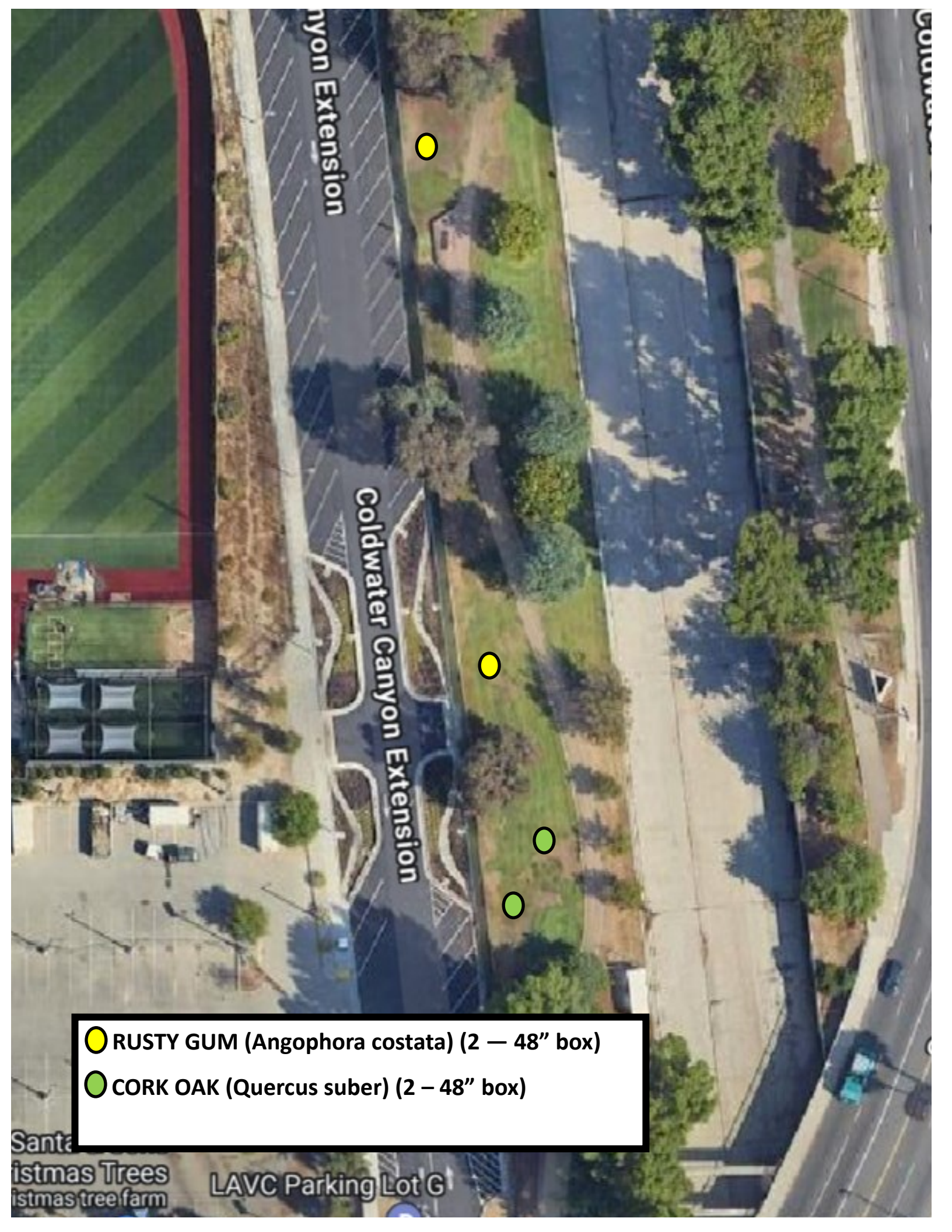
Goldwater Canyon Ave

Tia

Google

● MEXICAN NETLEAF OAK (*Quercus rugosa*) (4– 60" box)





● RUSTY GUM (*Angophora costata*) (2 — 48" box)

● CORK OAK (*Quercus suber*) (2 — 48" box)



● RUSTY GUM (*Angophora costata*) (2—36" box)

● ISLAND OAK (*Quercus tomentella*) (3—48" box)