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(213) 202-2633

June 4, 2026

Honorable City Council
City of Los Angeles
c/o: Office of the City Clerk
City Hall, Room 395

Honorable Members of the City Council:

Subject:

Sepulveda Garden Center – Agreement Between the Department of Recreation and Parks and La Compost for the Operation and Maintenance of a Community Compost Hub at the Sepulveda Garden Center; Categorical Exemption from the Provisions of the California Environmental Quality Act (CEQA) Pursuant to Article 19 Section 15301 [Operation, Repair, Maintenance, Permitting, Leasing, Licensing, or Minor Alteration of Existing Public or Private Structures, Facilities, Mechanical Equipment, or Topographical Features, Involving Negligible or No Expansion of Existing or Former Use], Section 15304 [Minor Public or Private Alterations in the Condition of Land, Water, and/or Vegetation which do not Involve Removal of Healthy, Mature, Scenic Trees Except for Forestry or Agricultural Purposes]; and Section 15311(a) [On-Premise Signs] of California CEQA Guidelines and Article III, Section 1, Class 1(14), Class 4(7) and Class 11(1) of City CEQA Guidelines

Recommendation for Council Action:

The Board of Recreation and Park Commissioners (Board) respectfully requests City Council (i) Approve the proposed Agreement (Agreement) with LA Compost (Organization) for the operation and maintenance of a community compost hub (Premises) at the Sepulveda Garden Center located at 16633 Magnolia Blvd, Encino, CA 91436 (Garden), for a term of five years, with one five-year option to extend.

Background:

LA Compost (Organization) is a nonprofit organization with a mission to connect the people of Los Angeles to the soil and each other through community-scale composting infrastructure and educational programs. To support this mission, the Organization has built a network of active compost hubs across Los Angeles County, which provides residents and businesses with a community-scale option for turning food scraps and other organic waste into a resource for local healthy soil. These compost hubs are also educational spaces for community members to learn about the regenerative process of composting. The Organization's community composting model and efforts to create a more ecologically-sound Los Angeles have been widely recognized as a major step towards the creation of a more equitable zero-waste city.



Honorable City Council

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The Sepulveda Garden Center (Garden) is proposed to be part of the compost hub network due to its existing use as a community garden, viable space that meets the requirements of a compost hub site (e.g. flat, existence of a water source, adequate size), and proximity to the Organization's food waste pickup sites. RAP manages and provides stewardship over the Garden, which is RAP's largest internally operated and maintained community garden with approximately 800 plots over 20 acres, as well as a community building which contains a kitchen, meeting room and office. The Garden is part of the Sepulveda Basin Recreation Area, which is owned by the US Army Corps of Engineers (USACE). Approximately 1,500 acres of this area is leased to RAP through a lease agreement executed on January 5, 1967 for a term of 50 years (Lease No. DACWO9-1-67-11) and subsequent Supplemental Agreement No. 4, which extended the term of the lease for an additional 25 years until January 4, 2042 for the development, operation and maintenance of public recreational lands and facilities. A Letter of No Objection from the USACE for the proposed Agreement is attached hereto as Attachment 2.

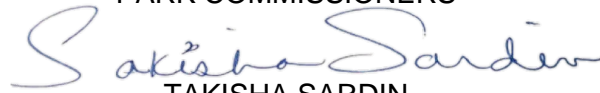
Fiscal Impact Statement:

The approval of the proposed Agreement will have no adverse impact on the RAP General Fund, as the Organization will be solely responsible for costs and expenses associated with the operation and maintenance of the Premises.

If you have any questions with regard to this matter, please contact Priya Macwan, Management Analyst, and Mariana Valdivia, Chief Management Analyst, Sustainability and Partnership Sections.

Very truly yours,

BOARD OF RECREATION AND
PARK COMMISSIONERS

A handwritten signature in blue ink that reads "Takisha Sardin". The signature is written in a cursive style with a large initial "S".

TAKISHA SARDIN
Commission Executive Assistant II

Attachments: Board Report No. 26-132

cc: Priya Macwan, Management Analyst, and Mariana Valdivia, Chief Management Analyst, Sustainability and Partnership Sections.

June 04 2026

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 26-132

DATE June 04, 2026

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: SEPULVEDA GARDEN CENTER – AGREEMENT BETWEEN THE DEPARTMENT OF RECREATION AND PARKS AND LA COMPOST FOR THE OPERATION AND MAINTENANCE OF A COMMUNITY COMPOST HUB AT THE SEPULVEDA GARDEN CENTER; CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19 SECTION 15301 [OPERATION, REPAIR, MAINTENANCE, PERMITTING, LEASING, LICENSING, OR MINOR ALTERATION OF EXISTING PUBLIC OR PRIVATE STRUCTURES, FACILITIES, MECHANICAL EQUIPMENT, OR TOPOGRAPHICAL FEATURES, INVOLVING NEGLIGIBLE OR NO EXPANSION OF EXISTING OR FORMER USE], SECTION 15304 [MINOR PUBLIC OR PRIVATE ALTERATIONS IN THE CONDITION OF LAND, WATER, AND/OR VEGETATION WHICH DO NOT INVOLVE REMOVAL OF HEALTHY, MATURE, SCENIC TREES EXCEPT FOR FORESTRY OR AGRICULTURAL PURPOSES]; AND SECTION 15311(a) [ON-PREMISE SIGNS] OF CALIFORNIA CEQA GUIDELINES AND ARTICLE III, SECTION 1, CLASS 1(14), CLASS 4(7) AND CLASS 11(1) OF CITY CEQA GUIDELINES

* B. Aguirre BA M. Rudnick
C. Stoneham C. Santo Domingo
B. Jones N. Williams

9/6
General Manager

Approved X Disapproved Withdrawn

RECOMMENDATIONS

- 1. Approve the proposed Agreement (Agreement) with LA Compost (Organization) for the operation and maintenance of a community compost hub (Premises) at the Sepulveda Garden Center located at 16633 Magnolia Blvd, Encino, CA 91436 (Garden), for a term of five years, with one five-year option to extend at the discretion of RAP's General Manager, in substantially the form attached hereto as Attachment 1 and subject to approval of the City Council and the City Attorney as to form;
2. Authorize the Board of Recreation and Park Commissioners (Board) President and Secretary to execute the Agreement subsequent to all necessary approvals;
3. Direct RAP's Chief Accounting Employee to create a Cost Recovery Reimbursement Fees (CRRF) account for the deposit of future CRRF payments received from the Organization;
4. Determine that the proposed Board action is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 [Operation,

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repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use], Section 15304 [minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes], and Section 15311(a) [On-premise signs] of California CEQA Guidelines as well as Article III, Section 1, Class 1(14), Class 4(7) and Class 11(1) of City CEQA Guidelines, and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk and the Governor's Office of Land Use and Climate Innovation;

5. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$25.00 for the purpose of filing an NOE; and,
6. Authorize RAP staff to make any technical corrections as necessary to carry out the intent of this Report.

BACKGROUND

LA Compost (Organization) is a nonprofit organization with a mission to connect the people of Los Angeles to the soil and each other through community-scale composting infrastructure and educational programs. To support this mission, the Organization has built a network of active compost hubs across Los Angeles County, which provides residents and businesses with a community-scale option for turning food scraps and other organic waste into a resource for local healthy soil. These compost hubs are also educational spaces for community members to learn about the regenerative process of composting. The Organization's community composting model and efforts to create a more ecologically-sound Los Angeles have been widely recognized as a major step towards the creation of a more equitable zero-waste city.

The Sepulveda Garden Center (Garden) is proposed to be part of the compost hub network due to its existing use as a community garden, viable space that meets the requirements of a compost hub site (e.g. flat, existence of a water source, adequate size), and proximity to the Organization's food waste pickup sites. RAP manages and provides stewardship over the Garden, which is RAP's largest internally operated and maintained community garden with approximately 800 plots over 20 acres, as well as a community building which contains a kitchen, meeting room and office. The Garden is part of the Sepulveda Basin Recreation Area, which is owned by the US Army Corps of Engineers (USACE). Approximately 1,500 acres of this area is leased to RAP through a lease agreement executed on January 5, 1967 for a term of 50 years (Lease No. DACWO9-1-67-11) and subsequent Supplemental Agreement No. 4, which extended the term of the lease for an additional 25 years until January 4, 2042 for the development, operation and maintenance of public recreational lands and facilities. A Letter of No Objection from the USACE for the proposed Agreement is attached hereto as Attachment 2.

RAP first issued a Right of Entry Permit (ROE) to the Organization in April 2024 to commence the compost hub operation as a pilot program at the Garden for a one-year term. RAP subsequently issued an amendment to the ROE to alter the Premises and include a demonstration area. The Premises is

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approximately 6,500 square feet, located in the northwest corner of the property, a space which was previously used for storage of mulch, hay bales, rolls of artificial turf, and maintenance equipment. The compost hub utilizes a portion of this space, leaving sufficient space for RAP's maintenance staff to continue storing maintenance equipment and materials in portions of the Premises not utilized by the Organization. The Premises includes active, maturing and finished compost piles, a feedstock overflow area, a storage container for hand tools and small machinery used in the maintenance of the compost hub, and a demonstration area for application of finished compost to native plants, as depicted in Exhibit A of the attached Agreement.

The Premises is anticipated to process approximately 10 cubic yards of feedstocks per week, which would be roughly 5,000 pounds of food scraps (5 cubic yards), 1,800 pounds of mulch (3 cubic yards) and 1,600 pounds of manure (2 cubic yards). This volume would yield roughly 5 yards of finished compost per week. The estimated annual organic diversion for the site would be 520 yards, which is equivalent to 436,800 pounds or 218 tons. The estimated annual compost production would be 260 yards. The climate impact of composting these materials is 201.5 metric tons/month of CO₂E emissions avoided per GHG modeling utilizing CalRecycle's GHG Calculator.

The Organization's team members follow best management practices, which include monitoring the temperature and moisture of compost and covering and layering the compost as needed to avoid the presence of pests and odors and to prevent compost piles from reaching dangerous temperatures and to contain stormwater. Temperature will also be monitored through the use of a temperature probe linked to the phones of Organization staff to allow them to be aware of and manage the temperature of compost at any given moment. The Organization uses three principal feedstock materials to craft high-quality compost: food scraps, wood chips/mulch and horse stable bedding. The Premises is fenced and food waste drop-offs are not permitted to occur onsite, however, residents are able to drop off their food waste at local farmer's markets drop-off locations, which is then transported to the compost hub by the Organization once a week. The final product is given to Garden members for use in their Garden plots, residents for use in their home gardens and is also available to RAP for as-needed maintenance throughout the Garden and park system. In addition to the operation and maintenance of the Premises, the Organization will be responsible for the implementation of associated programming, including educational activities at the Premises, such as volunteer events and workshops.

This activity is complementary to the goals of the Sepulveda Basin Vision Plan (Plan) of improving connectivity, initiating on-site garden improvements, and ensuring improved security and signage. The Plan is a comprehensive planning document that encompasses the 2,000 acres of the Sepulveda Basin, and includes additional goals such as naturalizing the LA River and tributaries, capturing rainwater, improving connectivity between the basin and surrounding communities, improving circulation, and enhancing recreational and cultural programming.

Due to the success of the Premises and the resulting benefits for the community and parks system, RAP staff recommends approval of the Agreement for the Organization's operation and maintenance of the Premises for a term of five years, with one five-year option to extend at the discretion of RAP's General Manager.

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TREES AND SHADE

The proposed Agreement will not have any impact on existing trees or shade at the Premises.

ENVIRONMENTAL IMPACT

The proposed Board action consists of permitting the use of public facilities, minor public alterations in the condition of land, and the installation of new signs.

According to the parcel profile report retrieved on September 4, 2025, the Premises is not within a coastal, methane, historic protection or flood zone. It is located in the liquefaction zone, but the proposed Board action is not going to increase the risk of liquefaction or increase the risk to life or property. Therefore, there is no reasonable possibility that the proposed Board action may impact on an environmental resource of hazardous or critical concern. The site is excluded from composting facility permit requirements because it is in compliance with CCR Title 14, as revised by SB 279, which stipulates that the total amount of feedstock and compost on-site at any one time does not exceed 200 cubic yards. However, the operator will put in place best management practices to minimize pests and odors, prevent fires and contain leachate, therefore the proposed Board action 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 Board action. As of September 4, 2025, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) and the State Water Resources Control Board (SWRCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Premises or any contaminated sites near the Premises (within 1,000 feet). According to the Caltrans Scenic Highway Map, there is no scenic highway located within or adjacent to the Premises. Furthermore, the Premises is not within an historic site and will not have any significant effect on historic resources.

Based on this information, RAP staff recommends that the Board of Recreation and Park Commissioners (Board) determines that the proposed Board action is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301, 15304 and 15311(a) of California CEQA Guidelines and Article III Section 1, Class 1(14), Class 4(7) and Class 11(1) of City CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk and the Governor's Office of Land Use and Climate Innovation upon Board's approval.

FISCAL IMPACT STATEMENT:

The approval of the proposed Agreement will have no adverse impact on the RAP General Fund, as the Organization will be solely responsible for costs and expenses associated with the operation and maintenance of the Premises.

This Report was prepared by Priya Macwan, Management Analyst, and Mariana Valdivia, Chief Management Analyst, Sustainability and Partnership Sections.

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List of Attachments:

1. Proposed Agreement and Exhibits
2. USACE Letter of No Objection

**AGREEMENT
BETWEEN CITY OF LOS ANGELES
AND
LA COMPOST
FOR THE
OPERATION AND MAINTENANCE OF THE
SEPULVEDA GARDEN CENTER COMPOST HUB**

This AGREEMENT (“AGREEMENT”) is entered into as of _____, 2025, (“COMMENCEMENT DATE”) by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (“CITY”), and LA Compost, a California 501(c)(3) non-profit corporation (“ORGANIZATION”), for the operation and maintenance of a community compost hub (“PREMISES”) at the Sepulveda Garden Center. CITY and ORGANIZATION may be referred to herein individually as “PARTY” and/or collectively as “PARTIES.”

WHEREAS, CITY, through its Department of Recreation and Parks (“RAP”), operates real property referred to as the Sepulveda Garden Center, located at 16633 Magnolia Blvd, Encino, CA 91436, which is primarily a community garden operated and maintained by the RAP Maintenance Division (“GARDEN”); and,

WHEREAS, ORGANIZATION’s mission is to connect the people of Los Angeles to the soil and each other through community-scale composting infrastructure and educational programs in collaboration with key partners and mission-aligned organizations to support the just transition of food waste into a resource; and,

WHEREAS, ORGANIZATION has built a network of active compost hubs across Los Angeles County since 2014, which provide residents and businesses with a community-scale option for turning food scraps and other organic waste into a resource for local healthy soil and community development; and,

WHEREAS, the GARDEN is a part of the Sepulveda Basin Recreation Area which is owned by the Army Corps of Engineers (“USACE”) and approximately 1,500 acres of which have been leased to RAP executed on January 5, 1967 for a term of 50 years (Lease No. DACWO9-1-67-11) and subsequent Supplemental Agreement No. 4 which extended the term of the lease for an additional 25 years until January 4, 2042 for the development, operation and maintenance of public recreational lands and facilities; and,

WHEREAS, the PREMISES, an approximately 6,500 square-foot portion of the GARDEN, shall be utilized as a community compost hub space, which includes compost piles, feedstock overflow area, tool shed, and demonstration area as described below in Section 4 (PREMISES Defined and Permitted Uses) and as specified by the site maps attached hereto and incorporated herein by reference as Exhibit A; and,

WHEREAS, the PREMISES shall conform to California Code of Regulations Title 14, Section 17855 requirements, as revised by SB279, which stipulate that the total amount of feedstock and compost on-site at any one time does not exceed 200 cubic yards; and,

WHEREAS, the conversion of organic waste products into biologically active compost can be beneficial to RAP for application within the GARDEN as well as other RAP facilities as needed and in green spaces across the City, creating a closed-loop cycle for organic waste materials that will benefit RAP operations and public spaces; and,

WHEREAS, the compost generated at the PREMISES shall also be made available for distribution free of charge to community members (for residential use) and community organizations (for local farming, beautification, and urban greening initiatives); and,

WHEREAS, RAP previously issued a Right of Entry Permit (PD-ROE-153) to grant ORGANIZATION authority to commence the operations at the PREMISES as a pilot program at the GARDEN for a one (1) year term beginning on April 17, 2024; and,

WHEREAS, RAP subsequently issued Amendment No. 1 to PD-ROE-153 on June 12, 2024 amending the PREMISES to allow access to an additional space as depicted in the site maps attached hereto and incorporated herein by reference as Exhibit A; and,

WHEREAS, RAP most recently reissued a Right of Entry Permit PD-ROE-186 to cover the period in which RAP Staff work towards RAP Board Approval; and,

WHEREAS, PARTIES agree that it is in the best interest of ORGANIZATION and CITY to continue their collaboration under the terms and conditions of this AGREEMENT for the continued operation and maintenance of the PREMISES for the benefit of RAP, GARDEN members and community members; and,

WHEREAS, pursuant to the terms and conditions of this AGREEMENT, CITY desires to authorize ORGANIZATION to continue its operation and maintenance of the PREMISES for such purposes described above and as more fully set forth in this AGREEMENT for a term of five (5) years, with one five (5) year option to extend at the discretion of the RAP General Manager; and,

WHEREAS CITY, through its BOARD, has approved this AGREEMENT at the RAP Board meeting held on date (Board Report No. XX-XXX), allowing for the operation of the PREMISES in accordance with the terms and conditions of this AGREEMENT.

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

- 1. Use of PREMISES.** CITY grants to ORGANIZATION, by way of this AGREEMENT, exclusive use of the PREMISES for the operation and maintenance of a community compost hub in which food scraps and other organic waste will be turned into a soil amendment as well as the site of educational opportunities for GARDEN members and community members focused on healthy soils and environmental stewardship (“PROGRAM”) as described in the Permitted Uses set forth below in Section 4 (“PERMITTED USES”), which shall be performed by ORGANIZATION in accordance with the terms and conditions of this AGREEMENT. RAP shall have no obligation to provide staff, supplies, equipment, services, or funding for the operation of the PREMISES, and if

such is requested by ORGANIZATION and agreed to by RAP, ORGANIZATION agrees to reimburse RAP for any financial impacts resulting from RAP's provision of such resources, in accordance with RAP Standard Schedule of Rates and Fees, permitting requirements, and/or cost recovery reimbursement fees.

2. **TERM and Termination.** The term of this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be five (5) years, with one five (5) year option to extend at the discretion of the RAP General Manager, from the COMMENCEMENT DATE, subject to performance evaluations ("PERFORMANCE REVIEWS") more fully described below in Section 7 of this AGREEMENT, and conducted at the sole discretion of RAP.

- a. **Commencement and Expiration.** This AGREEMENT shall take effect on the COMMENCEMENT DATE above and shall end upon the expiration of the TERM or the earlier of (i) a written termination notice from RAP or ORGANIZATION to the other, effective after ninety (90) calendar days from the date of issuance due to either an unfavorable PERFORMANCE REVIEW or termination for cause (including any breach or default of the provisions of this AGREEMENT) during the TERM; or, (ii) the date that ORGANIZATION ceases to operate on the PREMISES; or, (iii) ORGANIZATION implements the general termination provision described herein.
- b. **Termination.** In addition to the CITY's right to terminate this AGREEMENT for an uncured breach or default as set forth in Sections 21 and 22, CITY and ORGANIZATION may terminate this AGREEMENT upon written notice of termination given to the other PARTY no less than ninety (90) days prior to the date of termination. Further, CITY may immediately terminate this AGREEMENT in the event ORGANIZATION ceases to operate as defined below. CITY and ORGANIZATION reserve the right to terminate this AGREEMENT at their sole discretion for convenience, emergency, or necessity.

If CITY or ORGANIZATION should elect to terminate this AGREEMENT, ORGANIZATION agrees to immediately cease all operations and other activity, remove all personal property and equipment and to peacefully surrender the PREMISES to CITY within ninety (90) calendar days of receiving or providing a written notice of termination. If ORGANIZATION fails to remove all its personal property and equipment within ninety (90) calendar days after termination of this AGREEMENT, CITY, at its option, may remove such property and equipment, in which event ORGANIZATION shall pay to the CITY, upon demand the reasonable cost of such removal, plus the cost of transportation and disposition thereof.

- c. **Ceases to Operate.** The phrase "ceases to operate" shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of ORGANIZATION's corporate charter or grant of non-profit status, unless the same is reinstated within ninety (90) calendar days after such termination; (ii) a material change in ORGANIZATION's purposes or function as contained in ORGANIZATION's corporate charter or grant of non-profit status ("Stated Purposes"); (iii) a material change in the delivery of services by ORGANIZATION from that described herein; or (iv) the failure of ORGANIZATION to use the PREMISES for any of the PERMITTED USES or any other default of the terms and

conditions or other obligations contained in this AGREEMENT, for a consecutive period of ninety (90) calendar days; unless prevented from doing so because of damage, destruction, major repairs or refurbishment of the improvements within the PREMISES, or for reasons beyond ORGANIZATION's control. Under such circumstances, ORGANIZATION shall immediately cease and desist from all use of the PREMISES, and this AGREEMENT shall be deemed terminated upon ORGANIZATION's receipt of such notification of immediate termination from RAP.

3. **Access to PREMISES.** ORGANIZATION and any authorized third party associated with ORGANIZATION's activities on the PREMISES shall abide by the rules and regulations heretofore adopted or that may hereafter be adopted, and the terms and conditions expressed in this AGREEMENT, and shall cooperate fully with CITY and its employees in the performance of their duties. Any third-party participation on the PREMISES shall be supervised by ORGANIZATION at all times while such third-party is present on the PREMISES, and RAP on-site staff shall be made aware of such third-party activities.

Authorized representatives, agents and employees of CITY will have the right to enter the PREMISES for purposes of fulfilling normal duties, performing inspections, conducting events or programs, or in case of emergencies. RAP shall make a reasonable effort to provide ORGANIZATION with twenty-four (24) hours prior notice. However, no such advance notice by RAP to ORGANIZATION shall be required in the case of emergencies. If a governmental body with jurisdiction over the PREMISES and/or the CITY or RAP determines that a certain activity, or all of the activities, conducted on the PREMISES, are material threats to public safety as may be determined by the CITY, CITY may immediately suspend and/or terminate ORGANIZATION's right to conduct such activities on the PREMISES by providing written notice to ORGANIZATION of such suspension. Such activities shall remain suspended until they are no longer deemed a threat to public safety, at which time the CITY shall promptly provide written notice to ORGANIZATION of same. If required for public safety, the CITY may immediately suspend and/or temporarily terminate ORGANIZATION activities involving the PREMISES.

4. **PREMISES Defined and Permitted Uses.** ORGANIZATION shall not expand and/or change the scope of PERMITTED USES set forth in this Section without the prior written approval and consent of the RAP Board through an amendment to this AGREEMENT. ORGANIZATION, at its sole cost and expense, shall:
 - a. Operate the PREMISES as a community compost hub with active, maturing and finished compost piles, feedstock overflow area, and tool shed. The PREMISES may include up to 10 active windrow piles, roughly 8 x 15 square feet in area, with 2-foot paths on either side. Feedstock materials, such as mulch and sawdust, can be stored in the active compost area or feedstock overflow areas. A portion of the PREMISES will be a demonstration area for application of finished compost to native plants. The PREMISES shall also include an approximately 25 foot storage container for hand tools and small machinery used in the maintenance of community composting sites. The layout of the PREMISES is depicted in the Site Maps in Exhibit A. ORGANIZATION shall practice best management practices for compost including monitoring the temperature and moisture of compost to avoid the presence

of pests and odors and to prevent compost piles from reaching dangerous temperatures.

- b. Install signage as depicted in the Premises Signage attachment attached hereto and incorporated herein by reference as Exhibit B. Additional educational signage may be installed which explains design elements and processes related to themes such as composting, water management, native plants, etc. Additional signage is subject to review and approval by RAP Planning, Maintenance and Construction Branch (PMC) and RAP General Manager or his or her designee.
- c. Utilize the PREMISES for ORGANIZATION's PROGRAM, which includes meetings related to the operation and maintenance of the PREMISES, educational workshops, community volunteer days, compost distributions and additional active and passive environmental education opportunities, provided to community members free of charge.
- d. Be solely responsible for creating and enforcing protocols ensuring all persons participating in the described scope of work on the PREMISES comply with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors and subcontractors engaging in the PERMITTED USES described herein, including maintenance, such as, certifications, licensing, California DOJ background checks, Live Scan fingerprinting, and including but not limited to compliance with California Assembly Bill 506. ORGANIZATION shall, at its sole expense, obtain and maintain information and documentation verifying its compliance with this provision and the results of such compliance and provide such information and documentation to RAP upon request.
- e. Use the PREMISES for the distribution of compost to GARDEN members, community members and to RAP for use at the GARDEN and in other City parks. ORGANIZATION may also use finished compost for healthy soils initiatives, or for other related projects as may be approved by the CITY. ORGANIZATION shall be liable for any and all claims and liabilities related to the generation, use and distribution of any such compost.
- f. ORGANIZATION shall not charge any fees for membership or participation in programs or events at the PREMISES
- g. Not sublet the PREMISES, or assign this AGREEMENT, and/or its obligations to another entity without RAP's prior written authorization.

5. Performance Requirements and Use Restrictions. ORGANIZATION shall operate and maintain the PREMISES in accordance with the following. ORGANIZATION shall:

- a. Comply with all RAP policies and procedures as well as all Federal, State, County, and local regulations, ordinances, orders and mandates, and background checks and fingerprinting for any volunteer or paid staff participating in the PROGRAM on the PREMISES, throughout the TERM of this AGREEMENT. In doing so, ORGANIZATION shall maintain regular communication with RAP staff to ensure

ORGANIZATION's compliance with such policies, procedures, regulations, orders and requirements and ORGANIZATION shall be solely responsible for all costs related to ensuring such compliance.

- b. Operate the PREMISES only during specified days and hours listed in Section 6 (Days and Periods of Use) of this AGREEMENT.
- c. Implement best management practices to avoid leachate to reach the stormwater drains;
- d. Operate the PROGRAM free of charge for its participants.
- e. Be responsible for locking the gate to the GARDEN if entering or exiting the GARDEN outside of regular GARDEN hours as noted below in Section 6.
- f. Provide sufficient staff necessary to perform the operation and maintenance of the PROGRAM, providing all materials, supplies, equipment, and funds necessary to provide the public with such nature-based educational opportunities to the reasonable satisfaction of RAP, at its sole cost and expense.
- g. Punctually pay or cause to be paid all ORGANIZATION financial obligations incurred in connection with the operation and maintenance of the PREMISES as set forth in this AGREEMENT. ORGANIZATION shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with ORGANIZATION's use of the PREMISES to the extent such claims do not arise due to any CITY action or omission.
- h. Prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages) on the PREMISES.
- i. Ensure that no merchandise shall be sold or authorized to be sold on the PREMISES by ORGANIZATION or otherwise without the prior written consent of the RAP General Manager or his or her designee.
- j. Ensure that no products grown or cultivated on the PREMISES may be sold or used for for-profit commercial purposes; however, the foregoing shall not limit ORGANIZATION's ability to use and distribute finished compost as defined in Section 4(e) free of charge.
- k. Ensure that no photographs of minors or depiction of their likeness is included in any publication without obtaining prior written consent from the child's parent or legal guardian. The documentation of this written consent must be provided to RAP prior to photographs being taken.
- l. Obtain any and all operating permits and/or licenses that may be required in connection with its operations, including but not limited to tax permits, business licenses, health permits, certifications, etc.

m. Assume responsibility for the actions of all individuals and/or organizations participating in the PROGRAM on the PREMISES, and ensure that such individuals and/or organizations agree in writing to abide by all conditions set forth in this AGREEMENT.

6. Days and Periods of Use. The hours and days of the operation and maintenance of the PREMISES are sunrise to sunset daily (PERMITTED TIMES). It should be noted that PERMITTEE is permitted to operate outside of the regular PREMISES hours of 7 AM to 3 PM daily. Additional hours for events or additional programming related to operations or maintenance of the PREMISES may be granted with prior written consent of the RAP contacts listed in Sections 23 and 24.

7. Performance Reviews. PARTIES mutually agree to PERFORMANCE REVIEWS, which shall be conducted by RAP to determine the feasibility and benefit of continuing the relationship between PARTIES under this AGREEMENT.

a. Continuance of CITY's collaboration with ORGANIZATION under this AGREEMENT shall be contingent upon a favorable PERFORMANCE REVIEW, which shall include, but not be limited to:

i. An evaluation of ORGANIZATION's compliance with the terms and conditions of this AGREEMENT;

ii. Fulfillment of ORGANIZATION's obligations for the operation and maintenance of the PREMISES under this AGREEMENT as more fully described under the PERMITTED USES specified herein in Section 4, and maintenance of the PREMISES under this AGREEMENT;

iii. Fulfillment of all PERFORMANCE REQUIREMENTS included herein and more fully described in the Sample Performance Report Questionnaire attached hereto and incorporated herein by reference as Exhibit C;

iv. Adequacy of ORGANIZATION's funding and financial resources to continue operating and maintaining the PREMISES for the benefit of the public throughout the TERM of this AGREEMENT;

v. The volume of the public's use of the PREMISES and participation in ORGANIZATION's PROGRAM; and,

vi. ORGANIZATION's cooperation with CITY staff.

b. Every year during the TERM of this AGREEMENT, for purposes of completing the PERFORMANCE REVIEW process, ORGANIZATION shall submit to RAP during the period of August 15th through September 15th, a performance or program report ("PERFORMANCE REPORT") based on the ORGANIZATION's operation of the PREMISES during the prior fiscal year. Information related to any previous unreported years may be requested by RAP Staff. Staff requested PERFORMANCE

REPORTS shall not exceed three years. PARTIES understand the fiscal year to be between July 1st and June 30th.

The PERFORMANCE REPORT should generally describe ORGANIZATION's PROGRAM activities, issues, accomplishments, etc., to provide RAP with an understanding of ORGANIZATION's performance. This PERFORMANCE REPORT shall include, but not be limited to:

- i. Financial Statement (Revenue and Expenditures for prior fiscal year);
 - ii. Annual Budget for upcoming fiscal year (July 1st through June 30th);
 - iii. The number of persons served during the prior fiscal year;
 - iv. Sample copies of marketing, recruitment, and press materials should any exist;
 - v. Summary of PERFORMANCE REQUIREMENTS completed during the previous fiscal year; and,
 - vi. Discussion of PROGRAM changes or challenges.
- c. RAP reserves the right to request reasonable additional materials or clarifying information after review of the submitted PERFORMANCE REPORT.
- d. CITY's approval to continue the collaborative relationship may be based in part on findings obtained through the PERFORMANCE REVIEW process, evaluation of the PERFORMANCE REPORT, and a review of ORGANIZATION's compliance with the terms and conditions of this AGREEMENT, including interviews with RAP Maintenance staff with jurisdiction over the PREMISES and any other factors that RAP may deem as reasonably necessary, including input and feedback from PROGRAM participants and the public. With the understanding that the PERFORMANCE REVIEW process may be modified, a sample Performance Report Questionnaire is attached hereto and incorporated herein by reference as Exhibit C. Results of the PERFORMANCE REVIEW may be used in determining future collaborations with ORGANIZATION. CITY shall not unreasonably withhold its determination of the PERFORMANCE REVIEW.

8. Parking. ORGANIZATION, associated staff, public patrons and/or guests, whether or not involved in ORGANIZATION activities on the PREMISES, shall have the nonexclusive right to park vehicles within any available parking spaces at the GARDEN on a first-come-first-served basis. ORGANIZATION may temporarily park adjacent to the PREMISES for the purposes of load-in of tools or drop-off of organic waste. Exclusive or designated parking shall not be allowed, unless previously approved in writing by RAP.

9. Funding and Fundraising. All funds, including grants, donations, or any other funds received by ORGANIZATION in connection with and/or specified for, the PREMISES or related to matters covered by this AGREEMENT, or generated from programs or activities

conducted on the PREMISES, shall be applied exclusively to the operations and maintenance of the PREMISES, and shall be strictly accounted for as provided herein. Such funds shall not be commingled with other funds of ORGANIZATION unrelated to this AGREEMENT and/or the operation and maintenance of the PREMISES. If for any reason ORGANIZATION fails to secure necessary funding to carry out its obligations and commitments under this AGREEMENT, CITY may and can terminate this AGREEMENT pursuant to a Breach and Default of this AGREEMENT.

ORGANIZATION may hold fundraising activities on the PREMISES, but must obtain prior written approval for the date and time from the RAP Staff listed in Sections 23 and 24 for each fundraising event, no fewer than thirty (30) calendar days prior to the scheduled activity. ORGANIZATION may have no more than four (4) fundraising events per year with a maximum of one (1) fundraising event per quarter. All monies raised from fundraising conducted on the PREMISES must be used only in support of the activities authorized under this AGREEMENT. Within thirty (30) days of each fundraising event held on the PREMISES, ORGANIZATION shall provide a written balance statement for the event that shall detail expenses and revenues, including net funds raised. Fundraising activities shall not include the distribution and/or the consumption of alcoholic beverages in accordance with Section 5(g) of this AGREEMENT. ORGANIZATION shall cooperate with RAP personnel and PREMISES staff on all matters relative to the conduct of fundraising and/or special events, which may include concerns related to parking, traffic and attendance, or closure of the host facility for as many as seven days per calendar year.

10. Maintenance and Repair of PREMISES. During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, PARTIES agree to the following provisions for the Maintenance and Repair of the PREMISES as described herein.

- a. Pursuant to the mutual agreement of PARTIES, ORGANIZATION shall operate and maintain PREMISES efficiently and economically at its sole cost and expense, and shall perform the functions of daily maintenance and repair of the PREMISES, providing all materials, supplies, equipment, and funds necessary to perform appropriate maintenance and required repair to the reasonable satisfaction of CITY.
- b. ORGANIZATION accepts the PREMISES in its current condition and hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the PREMISES or which may otherwise arise by reason of the use of the PREMISES, and releases and discharges the CITY from any claims therefore. CITY shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the PREMISES, nor any appliance or fixture thereon, whether installed by CITY or ORGANIZATION, and regardless of cause.
- c. ORGANIZATION, in performing any required maintenance and repair of the PREMISES, shall provide all staff and materials, supplies, equipment, and funds necessary to perform such maintenance and repair appropriately to the satisfaction of CITY, whether through ORGANIZATION personnel or contracted vendors. However, all required repairs shall be performed by qualified personnel, subject to applicable certifications and licenses as determined by RAP. All maintenance and/or

repairs shall be performed to the reasonable satisfaction of CITY and in consultation with RAP. Prior review and written approval by RAP is required before any such repair work is performed, with the exception of emergencies and matters impacting public safety.

- d. ORGANIZATION shall perform the following maintenance duties on a daily basis:
 - i. Maintain the PREMISES in a clean condition removing all debris and trash, preventing such trash and/or debris from accumulating upon said PREMISES such that it is clearly visible to public view;
 - ii. Pick up and dispose of trash and debris, whether by ORGANIZATION'S activity or activity of a contracted vendor; and
 - iii. Maintain the PREMISES in a manner that is consistent and in compliance with all Federal, State, County and local regulations, orders and guidelines, and all fire safety standards, practices and regulations for the PREMISES.
- e. ORGANIZATION shall ensure that no offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, is permitted or allowed to remain on the PREMISES.
- f. ORGANIZATION shall be responsible for securing the PREMISES and ORGANIZATION's equipment and materials on the PREMISES during PERMITTED TIMES and ensuring the same during non-operating hours. CITY and/or RAP shall not be responsible for the security of the ORGANIZATION's personal property at any time, whether before, during, or after PERMITTED TIMES, including but not limited to equipment, supplies, materials, vehicles, or personal items.
- g. ORGANIZATION shall immediately repair, or cause to be repaired, any damages to the PREMISES which occur during ORGANIZATION's operations and/or are a risk to public safety, or that is caused by ORGANIZATION's contractors or vendors. ORGANIZATION acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the PREMISES immediately cease. To the extent that needed repairs are not made, ORGANIZATION waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.
- h. ORGANIZATION shall be responsible for providing and funding all as-needed maintenance services, including but not limited to custodial service, response to infestations, and any maintenance and repair resulting from vandalism and/or graffiti within the PREMISES.
- i. ORGANIZATION shall grant utility service connections as may be necessary for ORGANIZATION's successful operation of the PROGRAM, provided that the granting of said connections shall be at no cost to CITY. ORGANIZATION shall reimburse RAP when required, through the payment of Cost Recovery Reimbursement Fees as noted in Section 11 of this AGREEMENT. Should RAP

determine that certain utility preventive maintenance and/or repair work is required to be performed outside of the PREMISES which may impact such utility services to the PREMISES, RAP will provide ORGANIZATION with reasonable advance notice. However, in such cases involving an immediate emergency response by RAP, RAP shall not be held liable for any loss of revenue or interruption of the PROGRAM, if advance notice to the ORGANIZATION is not possible in a timely manner.

- j. ORGANIZATION shall immediately report any damages to the PREMISES which occur during ORGANIZATION's operations, or by vandalism, its restoration, refurbishment, or maintenance. ORGANIZATION acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the PREMISES immediately cease. ORGANIZATION shall be responsible for any damage to the PREMISES caused by ORGANIZATION's PROGRAM activities, its participants, vendors, contractors, or other entity associated with PROGRAM activities.
- k. Except as may be expressly provided in this AGREEMENT, in no event shall CITY be required to repair or obligated to perform any maintenance, or to make any repairs, changes, alterations, additional improvements or replacements of any nature whatsoever, on the PREMISES or the improvements thereon, or any part thereof, at any time during the TERM of this AGREEMENT.
- l. If ORGANIZATION requests CITY to provide any repairs, services or maintenance, ORGANIZATION shall pay for such repairs, services, or maintenance at actual cost, including costs incurred by CITY, as determined by RAP. CITY may require a cash deposit in advance.
- m. ORGANIZATION shall be allowed to perform emergency maintenance and repairs within the PREMISES, as required to prevent hazardous conditions and ensure the safety of the public. ORGANIZATION shall provide notification to RAP of any such needed repairs within forty-eight (48) hours from completion of the required work.
- n. To the extent that needed repairs are not made, ORGANIZATION waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.

11. Consideration and CRRF. The consideration for this AGREEMENT in exchange for ORGANIZATION's use of the PREMISES shall be ORGANIZATION's provision of finished compost free of charge to RAP for use within the GARDEN, in other parks, and distribution to the public free of charge, and additionally, the provision, free of charge, of PROGRAM-associated environmental education activities, including but not limited to community composting workshops and related programming benefitting GARDEN members and community members, and the development, maintenance and/or repair of the PREMISES at no cost to CITY, pursuant to the terms and conditions of this AGREEMENT and in accordance with RAP policies, together with the attendant benefits to the people of the City of Los Angeles. Additionally, ORGANIZATION's use of the PREMISES shall be subject to certain cost recovery fees described below. Such fees are subject to change with prior notice to ORGANIZATION sixty (60) days in advance.

- a. **Utilities.** Pursuant to RAP policy regarding utility payments for services provided at park facilities operated by non-profit and other collaborating entities, approved by the RAP Board on July 13, 2011 (Report No. 11-202), the cost of utility services to the PREMISES, such as electricity, gas and water, shall be the sole financial responsibility of the organization operating and maintaining the subject facility. With respect to the PREMISES under this AGREEMENT, ORGANIZATION shall reimburse RAP for such water consumption through Cost Recovery Reimbursement Fees (“CRRF”) paid to RAP in accordance with this Section 11(a), based on periodic submeter readings performed by RAP Maintenance staff. CRRF payments shall be made to RAP on a biannual basis in the manner described below in Section 11(c).
- b. **Trash and Solid Waste Disposal.** Pursuant to RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborations, approved by the RAP Board on February 1, 2012 (Report No. 12-028), removal of waste, trash and recyclables shall be the sole responsibility and expense of ORGANIZATION. CITY shall bear no costs in regards to the disposal and/or removal of trash and solid waste.
- c. The CRRF shall be paid on a biannual basis pursuant to submeter readings and electronic invoices provided by RAP to ORGANIZATION, with such payment due within thirty (30) days of the ORGANIZATION’s receipt of the invoice. ORGANIZATION is wholly responsible for the timely payment of the CRRF.

All CRRF payments must be made by check or money order made payable to: “City of Los Angeles Department of Recreation and Parks”

All CRRF payments must be mailed or delivered to:

City of Los Angeles Department of Recreation and Parks
Attention: Partnership Section
221 North Figueroa Street, Suite # 180
Los Angeles, California 90012

12. Alterations, Improvements and Replacements. No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PREMISES without prior written authorization by RAP. ORGANIZATION shall provide RAP detailed information and specifications for review and written approval by RAP PMC, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by RAP. If necessary, capital improvement projects may also require the approval of USACE, to be determined by RAP PMC Staff depending on the scale and scope of the proposed project. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of ORGANIZATION.

Changes to the layout of compost piles are not alterations, improvements, or replacements within the meaning of this Section, and do not require RAP review and approval. However,

the ORGANIZATION is required to notify RAP Maintenance staff of any such non-structural change in the configuration or path(s) of travel.

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

- a. ORGANIZATION shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving ORGANIZATION sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to ORGANIZATION.
- b. If any of the required insurance contains aggregate limits or applies to other operations of ORGANIZATION outside of this AGREEMENT, ORGANIZATION shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in ORGANIZATION's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. ORGANIZATION shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.
- c. If an insurance company elects to (i) cancel insurance before the stated expiration date, (ii) declines to renew in the case of a continuous policy, (iii) reduces the stated limits other than by impairment of an aggregate limit or (iv) materially reduces the scope of coverage, thereby affecting CITY's interest, ORGANIZATION shall provide CITY at least thirty (30) calendar days prior written notice of such intended election by the insurance company, or ten (10) calendar days prior written notice if such cancellation is for non-payment of premium.

Such notice shall be sent by receipted delivery addressed as follows:

City Administrative Officer, Risk Management
200 North Main Street, Room 1240, City Hall East
Los Angeles, California 90012

Or to such address as CITY may specify by written notice to ORGANIZATION.

- d. ORGANIZATION's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may either (i) provide ORGANIZATION five (5) calendar days written notice of such failure, upon receipt of which ORGANIZATION shall have five (5) calendar days to cure such failure or CITY shall have the right to terminate the AGREEMENT or, (ii) at its discretion, pay to procure or renew such insurance to protect CITY's interest. ORGANIZATION agrees to reimburse CITY for all money so paid.
- e. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of ORGANIZATION's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

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

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

15. Casualty and Condemnation. ORGANIZATION shall be excused from its obligations in this AGREEMENT including, without limitation, the payment of the CRRF, the operation, maintenance and repair of any portion of the PREMISES or any improvement thereon that is damaged by casualty or taken by condemnation until any such portion or improvement is restored to at least its condition prior to said casualty or condemnation. CITY shall not be obligated to restore the PREMISES damaged by casualty in whole or in part. If CITY chooses not to restore the PREMISES, CITY shall provide notice to ORGANIZATION thereof within thirty (30) days of such casualty, and this AGREEMENT shall terminate upon ORGANIZATION's receipt of such notice. If the PREMISES is taken by condemnation, CITY shall provide notice to ORGANIZATION thereof within thirty (30) days of such taking, and this AGREEMENT shall terminate upon ORGANIZATION's receipt of such notice, and CITY shall not be obligated to provide ORGANIZATION a replacement property for ORGANIZATION's use.

16. Non-Discrimination. ORGANIZATION shall not discriminate unlawfully against any individual because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. ORGANIZATION shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

ORGANIZATION agrees that in the event of breach of any of the above nondiscrimination covenants, with proper notification as per Section 23, CITY shall have the right to terminate this AGREEMENT and to reenter and repossess said land and the facilities thereon and hold the same as if said AGREEMENT had never been executed.

17. Publicity. Should there be the need, CITY and ORGANIZATION agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this AGREEMENT, the use of the PREMISES or promotion of the PROGRAM or construction of any improvements on the PREMISES in connection with this AGREEMENT or PROGRAM, except as may be legally required by applicable laws, regulations, or judicial order. Such cooperation and coordination shall occur prior to the release of any such press release or public announcement(s). PARTIES agree to notify each other in writing prior to the release or use of any such press release, public announcement, marketing or promotion of the PREMISES prior to implementation with respect to the ORGANIZATION's use of the PREMISES. Further, any press release, public announcement, marketing materials, or brochures prepared by either CITY or ORGANIZATION shall appropriately acknowledge the contributions of both PARTIES and shall be subject to prior approval by RAP before release. Further, PARTIES shall coordinate the scheduling of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both PARTIES; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by CITY or ORGANIZATION, in whole or in part, with respect to the use of the PREMISES shall contain any acknowledgements required under any grant agreement. ORGANIZATION shall coordinate all publicity activities with the Superintendent of the Valley Region.

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

18. Signage. Outside of the signage described in section 4(b) and depicted in Exhibit B, no signs or banners of any kind will be displayed by ORGANIZATION unless previously approved in writing by RAP and the RAP Board when required pursuant to RAP policy and

protocol(s), and/or the RAP General Manager or his or her designee. RAP may require removal or refurbishment, at ORGANIZATION's expense, of any sign previously approved by RAP and installed, or caused to be installed, by ORGANIZATION.

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

20. Taxes and Possessory Interest. ORGANIZATION shall pay all taxes of whatever character that may be levied or charged upon the rights of ORGANIZATION to use the PREMISES, or upon ORGANIZATION's improvements, fixtures, equipment, or other property thereon or upon ORGANIZATION's operation hereunder. In addition, by executing this AGREEMENT and accepting the benefits thereof, a property interest may be created known as a "Possessory Interest" and such property interest will be subject to property taxation. ORGANIZATION, as the PARTY in whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

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

22. Breach or Default by ORGANIZATION – CITY's Remedies. Upon the occurrence of one or more events of breach or default by ORGANIZATION, CITY may, at its election and without waiving any right to select any other remedy provided in this Section or elsewhere in this AGREEMENT, initiate any of the following:

- a. Notice to Cure Breach or Default. CITY may issue a written notice of breach or default to ORGANIZATION, and if ORGANIZATION does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may, by delivering a second written notice to ORGANIZATION, terminate this AGREEMENT without further delay, whereupon ORGANIZATION shall vacate the PREMISES within fourteen (14) calendar days. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.
- b. CITY's Right to Cure. CITY at its sole discretion and with no obligation to do so, subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing breach or default by ORGANIZATION, perform or cause to be performed any of ORGANIZATION's unperformed

obligations under this AGREEMENT. CITY may enter the PREMISES and remain there for the purpose of correcting or remedying the continuing breach or default. Such action by CITY shall not be deemed to waive or release said breach or any default or CITY's right to take further, preventative action.

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

All NOTICES shall be addressed as follows:

ORGANIZATION: LA Compost
c/o Ryan Jackson, Executive Director
4700 Griffin Avenue
Los Angeles, CA 90031
Ryan@lacompost.org
(323) 205-6115

CITY: City of Los Angeles Department of Recreation and Parks
Attn: Partnership Section
221 N. Figueroa Street, Suite 180
Los Angeles, CA 90012
(213) 202-5600
rap.partnerships@lacity.org

With a copy to: City of Los Angeles Department of Recreation and Parks
Attn: Traci Goldberg, Valley Region Superintendent
6335 Woodley Avenue
Van Nuys, CA 91406
(818) 756-8060
traci.goldberg@lacity.org

24. Primary PROGRAM Contacts. The following are the primary contacts for day-to-day PROGRAM-related coordination and operations:

Wayne Neal, Superintendent of RAP Maintenance
Phone: (213) 485-4810
Email: wayne.neal@lacity.org

Brian Yamasaki, Senior Park Maintenance Supervisor, Valley Region Maintenance
Phone: (213) 572-8010
Email: brian.yamasaki@lacity.org

- 25. Representations and Warranties.** PARTIES each represent and warrant to the other that it has full power and authority to execute this AGREEMENT and to perform its obligations and requirements hereunder. This AGREEMENT constitutes the valid and legal binding obligation of PARTIES, enforceable in accordance with its terms and conditions.
- 26. No Joint Venture or Agency Relationship.** Nothing herein contained shall be construed to place the PARTIES to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. ORGANIZATION shall have no power to obligate or bind CITY in any manner whatsoever. Under no circumstances will ORGANIZATION represent itself to be an agent of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in ORGANIZATION the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.
- 27. Relationship of Parties.** PARTIES agree that no other party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other party, except as expressly provided herein.
- 28. Approval of Sub-agreements.** The sale of merchandise, materials, supplies, or other products on park property is prohibited unless authorized by RAP. Any concession, such as the sale of food and/or beverages or other items, shall be subject to prior written approval by CITY. In addition, any concession or sublease, transfer or assignment of rights agreement affecting the PREMISES shall be filed with CITY for review and written approval no fewer than sixty (60) calendar days before the date ORGANIZATION proposes to implement any sublease, transfer, or assignment of rights agreement. No such agreement shall take effect unless approved by CITY. ORGANIZATION shall require all subcontractors, individuals and entities providing programs or services within the PREMISES to agree in writing to abide by all conditions set forth in this AGREEMENT.
- 29. Safe Practices.** ORGANIZATION shall correct violations of safety practices during its PERMITTED USES immediately and shall cooperate fully and in good faith with CITY in the investigation of accidents or deaths occurring on the PREMISES. In the event of death or serious injury (requiring an emergency room hospital visit), ORGANIZATION must notify the RAP contacts referenced in Section 23 as soon as possible but no later than twenty-four (24) hours after the incident by telephone call with a follow-up email notice. Notice of non-serious injuries occurring on the PREMISES shall be provided to RAP within seventy-two (72) hours. ORGANIZATION shall keep internal documentation of the incident(s) during the previous two (2) years and provide RAP with such information upon request.
- 30. Suspected Child Abuse.** ORGANIZATION or ORGANIZATION's parents, volunteers, agents, contractors and subcontractors, and/or any person participating in ORGANIZATION's PROGRAM or activities on the PREMISES must contact the Los Angeles County Child Protection Hotline to report any suspected child abuse on the PREMISES. ORGANIZATION will notify RAP contacts listed in Section 23 within twenty-four (24) hours of any such report.
- 31. Hazardous Substances and Environmental Sensitivity.** PARTIES agree that the PREMISES shall be used in a manner consistent with its intended public recreational

purposes and within the scope of use set forth above. ORGANIZATION shall use the PREMISES in compliance with laws pertaining to hazardous substances and ensure that no pesticides, insecticides, herbicides and rodent poisons not in compliance with this Section are used on the PREMISES. As used herein, "hazardous substances" shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of CITY or ORGANIZATION to any governmental agency or third party under applicable statute. No lead or oil-based paint, paint thinner, varnishes, lacquers and stain shall be brought onto or stored on the PREMISES.

ORGANIZATION must operate the PREMISES in an environmentally sensitive manner and must comply with RAP policies regarding protection of the environment. ORGANIZATION shall not use or allow the use of environmentally unsafe products of any kind on the PREMISES.

- 32. Force Majeure.** No PARTY shall be deemed to have defaulted under or breached this AGREEMENT, for any failure or delay in fulfilling or performing any term of this AGREEMENT when and to the extent such failure or delay is caused by or results from acts beyond the impacted PARTY's reasonable control, including without limitation, the following that frustrates the purpose of this AGREEMENT: (a) acts of God; (b) extreme weather, flood, fire, earthquake or explosion; (c) war, invasion, hostilities, terrorist threats or acts, riot or civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect or after the date of this AGREEMENT; (f) national or regional emergency; (g) third party litigation; (h) epidemics or pandemics; or (i) other similar events beyond the reasonable control of the PARTIES.
- 33. Ratification.** At the request of RAP, and because of the need therefore, ORGANIZATION may have begun performance of the responsibilities herein required prior to the execution hereof. By its execution hereof, RAP hereby accepts such services subject to all the terms, covenants, and conditions of this AGREEMENT, and ratifies its AGREEMENT with ORGANIZATION for such services.
- 34. Ordinances and Standard Provisions.** The "Standard Provisions for City Contracts (Rev. 1/25 [v.2])"; (Standard Provisions) are incorporated herein by reference and attached hereto as Exhibit E. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 1/25 [v.2])" and this AGREEMENT, the language of this AGREEMENT shall prevail. In addition, ORGANIZATION will provide documentation of compliance with all required Ordinance Provisions as determined by CITY. For purposes of the Standard Provisions, the term "Contractor" shall mean ORGANIZATION.
- 35. Incorporation of Documents.** This AGREEMENT and incorporated documents represent the entire integrated agreement of the PARTIES and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference.

EXHIBIT A: Site Map
EXHIBIT B: Premises Signage
EXHIBIT C: Sample Performance Report Questionnaire
EXHIBIT D: Insurance Requirements and Instructions for Submission
EXHIBIT E: Standard Provisions for City Contracts (Rev. 5/26 [v.1])

In the event of any inconsistency between any of the provisions of this AGREEMENT and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This AGREEMENT exclusive of attachments; 2) Exhibit A; 3) Exhibit B; 4) Exhibit D; 5) Exhibit E; and 6) Exhibit C.

[SIGNATURE PAGE TO FOLLOW]

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

CITY:

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

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Agreement.

By: _____
President

By: _____
Secretary

Date: _____

ORGANIZATION:

LA COMPOST, a California 501(c)(3) non-profit corporation

By: _____

Title: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Brendan Kearns, Deputy City Attorney

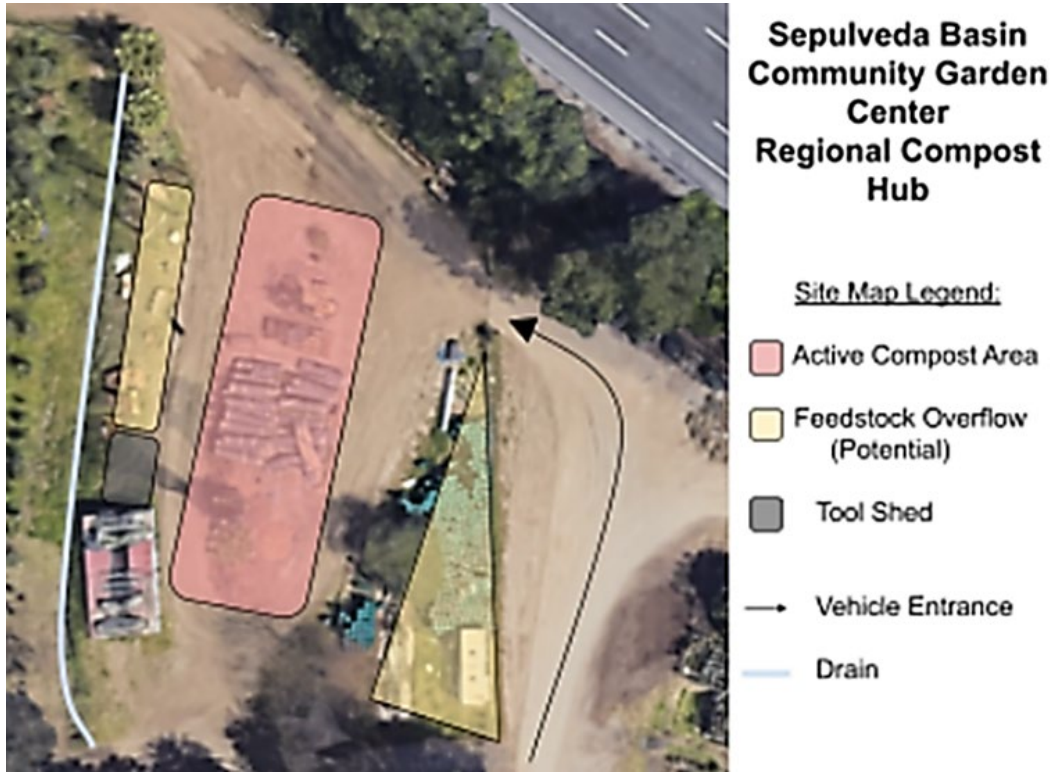
Date: _____

EXHIBIT A Site Map

Below is a site map of the Sepulveda Basin Garden Center, within the orange border. The PREMISES is located within the brown rectangle in the center of the image.



Below is a closeup of the PREMISES:



The portion of the PREMISES depicted below (included in the above Site Map but not specified) will specifically be utilized by ORGANIZATION as a demonstration area for the application of finished compost to native plants.



EXHIBIT B

Premises Signage

Signage to be displayed at the PREMISES:

WELCOME TO THE:

Sepulveda Garden Center Compost Hub

This Compost Hub is managed by LA Compost, a nonprofit (501c3) organization dedicated to providing composting access and education.

LOCAL COMPOSTING:



Food scraps are collected at local Farmers' Markets and processed here to create compost.

GET INVOLVED:



Get involved by volunteering!
Sign up at: lacompost.org/volunteer

CREATING HEALTHY SOIL:



The compost created here will be distributed to local green spaces.

Open Hours & Announcements:

www.lacompost.org @lacompost



The following site map depicts the location in which signage shall be placed at the GARDEN adjacent to the PREMISES (within the blue rectangle). Signage size shall not exceed 3x3 square feet:



EXHIBIT C
Sample Performance Report Questionnaire

Pursuant to your Organization's Agreement with the Department of Recreation and Parks and the required periodic Performance Report, please provide responses to the following questions regarding the public services and programs provided by your organization on park property. You may include additional information as deemed necessary. Please indicate "n/a" for any question that does not apply to your organization.

You may contact the RAP Partnership Section staff at (213) 202-5600, should you have any questions.

Organization Name:

RAP Facility Address:

Organization Contact Name:

Organization Phone Number:

Time Period Covered in Performance Report:

PROGRAM SECTION

1. Describe any changes or modifications to the program that may have occurred since your last performance report:
2. How many participants were enrolled during this performance period? *Please count each participant and/or household once regardless of the number of individual activities they participate in.
3. How many of your participants are from the surrounding community? (within a 5-mile radius) *Please count each participant and/or household once regardless of the number of individual activities they participate in.
4. Number of employees:
5. Number of volunteers:
6. Is your organization able to accommodate participants who have special needs?
If YES to question, please describe what needs can be met:

FINANCIAL SECTION

1. What were the rates and fees during the performance period? Please attach a current fee schedule.

OUTREACH SECTION

1. Did your organization operate at full capacity during this review period?
2. Does your organization have a waiting list?
3. What effort did the organization make during the review period to recruit new participants?

SAFETY COMPLIANCE SECTION

1. Are your employees and volunteers fingerprinted via LiveScan for a Department of Justice background check?

ORGANIZATION COMPLIANCE SECTION

1. Is your organization still in good legal standing as a nonprofit organization with the California Secretary of State and the IRS?
If you answered NO, please explain:
2. Does your organization sublet any space to another entity?
If YES, provide the name of the sublessee and the terms of the agreement.
3. Has your organization received any complaints?
If you answered YES to question 3, please describe the situation(s) and how the complaint was addressed and resolved:
4. Were any improvements or repairs to the facility performed by the organization or RAP during the performance period?
If you answered YES, please list the date(s) and name(s) of entities involved, including RAP staff, and a description of the work that was performed.
5. Please provide the confirmation number as provided when your current insurance policy was uploaded to KwikComply.org:

COMMENTS

1. Please list the achievements or challenges that occurred during this performance period:
2. Please include any other information that may be helpful in completing your evaluation:

REQUIRED DOCUMENTS

Please upload all applicable documents:

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

EXHIBIT D Insurance Requirements

Form Gen. 146 (Rev. 6/12)

Required Insurance and Minimum Limits

Name: LA Compost Date: 12/01/2025

Agreement/Reference: Agreement for the Operation and Maintenance of the Sepulveda Garden Center Compost Hub

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

	Limits
<hr/>	
<input checked="" type="checkbox"/> Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u>
	EL <u>\$ 1,000,000</u>
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	
<hr/>	
<input checked="" type="checkbox"/> General Liability <u>City of Los Angeles must be named as an additional insured party</u>	<u>\$ 1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Sexual Misconduct _____ <input type="checkbox"/> Fire Legal Liability _____ <input checked="" type="checkbox"/> \$3,000,000 aggregate _____	
<hr/>	
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	<u>1,000,000</u>
<hr/>	
<input type="checkbox"/> Professional Liability (Errors and Omissions)	_____
Discovery Period <u>12 months after completion of work or date of termination</u>	
<hr/>	
<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company)	_____
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Flood _____ <input type="checkbox"/> Builder's Risk <input type="checkbox"/> Earthquake _____ _____	
<hr/>	
<input checked="" type="checkbox"/> Pollution Liability	<u>1,000,000</u>
<input type="checkbox"/> _____	
<hr/>	
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds	_____
<input type="checkbox"/> Crime Insurance	_____

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

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

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

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

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

Contractor must provide City a thirty (30) day notice of cancellation (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

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

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

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

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the

Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

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

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

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

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

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

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

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

EXHIBIT E
Standard Provisions for City Contracts (Rev. 5/26 [v.1])

TO BE ATTACHED SEPARATELY



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, LOS ANGELES DISTRICT
915 WILSHIRE BOULEVARD, SUITE 1109
LOS ANGELES, CALIFORNIA 90017-3409

May 1, 2026

Office of the Chief
Real Estate Division

SUBJECT: Sepulveda Dam Basin Recreation – LA Compost Agreement

VIA ELECTRONIC MAIL

Mr. Jimmy Kim
General Manager
City of Los Angeles Department of Recreation and Parks
221 N Figueroa St., Ste 350
Los Angeles, CA 90012-4399
Jimmy.Kim@lacity.org

Dear Mr. Kim:

The U.S. Army Corps of Engineers, Los Angeles District (Corps), has reviewed the request from the City of Los Angeles, Department of Recreation and Parks (RAP) regarding the proposed partnership with LA Compost.

The Corps hereby issues a Letter of No Objection for RAP to enter into an agreement with LA Compost to operate and maintain a community compost hub at the Sepulveda Garden Center (16633 Magnolia Blvd, Encino, CA 91436). This authorization is granted provided that all operations remain in strict accordance with the terms and conditions set forth in Lease No. DACW09-1-67-11.

LA Compost (EIN: 46-1134852) is verified as a publicly supported charity under Sections 509(a)(1) and 170(b)(1)(A)(vi) of the Internal Revenue Code and is recognized as a tax-exempt organization under Section 501(c)(3).

An environmental review of the proposed compost hub has been conducted to evaluate potential direct and indirect effects on natural and cultural resources. The following determinations have been made:

1. **Cultural Resources:** The project area is not situated within or adjacent to any historic property listed in, or eligible for, the National Register of Historic Places.
2. **Floodplain Management:** The project will have no adverse impact on floodplains and is compliant with Executive Order 11988.
3. **Endangered Species:** The proposed activities will have "no effect" on the least Bell's vireo, any federally listed species, or designated critical habitat.

4. **Biological Resources & Migratory Birds:** The action will not significantly impact biological resources. As the work plan does not include vegetation modification or removal, no impacts on migratory birds are anticipated.
5. **NEPA Compliance:** Based on the submitted request, the proposed action is not subject to further National Environmental Policy Act (NEPA) documentation.

The following Conservation Measures will apply to the project:

1. **Conservation Measure 1.** If any listed threatened and endangered and/or migratory bird nest occurs during nesting season within the Premises, RAP shall notify the Corps' Biologist, Ms. Hanna Weyland (323) 394-1353, Hanna.L.Weyland@usace.army.mil, within 24 hours.
2. **Conservation Measure 2.** Pursuant to Section 106 of the National Historic Preservation Act (NHPA) 36 CFR § 800.13, in the event of any discoveries during construction of either human remains, archaeological deposits, or any other type of historic property within the Premises, RAP shall notify the Corps' Responsible Officer, Mr. Trevor Snyder (626) 833-1083, Trevor.R.Snyder@usace.army.mil, within 24 hours. All work in any area(s) where potential cultural resources are discovered shall be immediately ceased, and work shall not resume in the area surrounding the potential cultural resources until the Corps re-authorizes project construction, per Section 106, 36 CFR § 800.13.

Should you have questions, your Real Estate point of contact is Mr. Ronnie Eo at yong.s.eo@usace.army.mil, (213) 655-2582.

Sincerely,



Cheryl L. Connett
Chief, Real Estate Division
Real Estate Contracting Officer

Enclosures

cc:
RAP Superintendent of Planning
RAP Chief Management Analyst
RAP Management Analyst

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 5/26 [v.1])

STANDARD PROVISIONS FOR CITY CONTRACTS
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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTIONS OF PROVISIONS AND TITLES HEREIN

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

As used in this Contract, unless otherwise specified in the Contract, the term "Written Notice" or "Writing" may include correspondence sent via electronic mail, certified mail, or through the United States Postal Service.

PSC-2. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**. In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction and venue, and agrees to bring all such actions, exclusively in state or federal courts located in the County of Los Angeles, California.

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

PSC-3. TIME OF EFFECTIVENESS

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

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

- C. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract; and
- D. The Office of the City Attorney has indicated in Writing (including electronic communication), its approval of this Contract as to form.

PSC-4. INTEGRATED CONTRACT/AMENDMENT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only in Writing and signed by the duly authorized representatives of both parties, including the Office of the City Attorney as to form.

PSC-5. FORCE MAJEURE/EXCUSABLE DELAYS

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract if the delay or failure arises out of a Force Majeure Event. Force Majeure Events include but are not limited to fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), government furloughs, government shutdowns, freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar and unforeseeable events. For the party to be excused from performance for its delay or failure resulting from a Force Majeure Event, in each case, the delay or failure to perform must have been unforeseeable at the time of contract, and be beyond the control and without any fault or negligence of the party delayed or failing to perform. Notwithstanding the foregoing, **CONTRACTOR** shall not be entitled to terminate this Contract due to a Force Majeure Event in the event that **CONTRACTOR** is engaged to perform services in response to that event.

CONTRACTOR's non-performance shall not be excused by a delay or failure to perform by a Subcontractor resulting from a Force Majeure Event, unless (1) the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them and (2) the **CONTRACTOR** establishes that the goods or services to be furnished by the Subcontractor could not have been obtained from other sources in sufficient time to permit **CONTRACTOR** to perform timely. In the event **CONTRACTOR's** delay or failure to perform is a result of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-6. WAIVER

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

PSC-7. SUSPENSION

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

PSC-8. TERMINATION

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in PSC-5, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may immediately terminate this Contract by giving **CONTRACTOR** notice in Writing of the default and termination. Unless otherwise specified in **CITY's** termination notice, termination by **CITY** shall be effective three (3) days after the date of delivery of notice in Writing. Alternatively, in the event of a default, **CITY**, at its sole discretion, may send **CONTRACTOR** a default notice in Writing identifying the default and the time period to cure the default to the sole satisfaction of City. Additionally, **CITY's** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the

default, which shall be submitted to **CITY** within the time period allowed by the default notice. At **CITY's** sole discretion, **CITY** may accept or reject **CONTRACTOR's** plan. If: (1) **CITY** rejects **CONTRACTOR's** plan; (2) the default cannot be cured; or (3) **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR's** breach of this Contract.

2. If the default under this Contract is due to **CONTRACTOR's** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and **CONTRACTOR's** obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY's** requirements and provides written evidence to **CITY** that **CONTRACTOR** has obtained the required insurance coverage.
3. A breach of PSC-21, PSC-22, PSC-23, PSC-34, or PSC-37, or any unauthorized use of City Data or AI System, shall be deemed a breach of this Contract. **CITY** may require immediate suspension of the affected processing or services and may terminate this Contract if **CONTRACTOR** fails to cure within the period stated in **CITY's** notice, or immediately if the breach is not reasonably curable or presents an imminent risk to City Data, **CITY** systems, or the health, safety, or legal rights of any person.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates City, state, or federal laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person is informed that it is the target or subject of a local, state, or federal government investigation, or is criminally diverted, charged with, indicted for, convicted of, pleads nolo contendere to, forfeits bail, or fails to appear in court for a hearing, related to any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. Acts of Moral Turpitude include, but are not limited to: crimes set forth in California Penal Code Section 667.5, California Penal Code Section 1192.7, and California Public Resources Code Section 5164(a)(2) regardless of whether such acts are punishable by felony or misdemeanor conviction.

- c. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 - d. **CITY** shall be entitled to terminate this contract for breach due to an Act of Moral Turpitude.
 - 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 - 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-8(A) Termination for Convenience.
 - 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in Writing all other parties contracted with under the terms of this Contract within five (5) calendar days of the termination.

PSC-9. INDEPENDENT CONTRACTOR

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

PSC-10. CONTRACTOR'S PERSONNEL

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. In the event that **CITY** is dissatisfied with the performance of any **CONTRACTOR** personnel, **CITY** and **CONTRACTOR** shall meet in person, virtually, or telephonically to attempt to resolve such concerns.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and

paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR's** Subcontractors, and **CITY** reserves the right to require replacement of any Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR's** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

Any employee, agent, or Subcontractor with access to City Data or Confidential Information shall be subject to written confidentiality obligations and appropriate privacy and security training. For purposes of this Contract, any third party that hosts, stores, transmits, supports, analyzes, or otherwise processes City Data or provides a material AI System used in performance of this Contract shall be deemed a Subcontractor or Subprocessor subject to **CITY's** prior written approval under this PSC-10.

PSC-11. ASSIGNMENT AND DELEGATION

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

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

For the purposes of this Contract, any change of control of **CONTRACTOR** resulting from an amalgamation, merger, corporate reorganization, arrangement, business sale, or asset shall be deemed an assignment or delegation.

PSC-12. PERMITS

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

PSC-13. CLAIMS FOR LABOR AND MATERIALS/UNEMPLOYMENT

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

**PSC-14. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION
CERTIFICATE REQUIRED**

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

PSC-15. RETENTION OF RECORDS, AUDIT AND REPORTS

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. Except in circumstances where either federal, state, or local law requires a longer period of retention, these records shall be retained for a period of no less than five (5) years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract ("Retention Period"). The records will be subject to examination and audit by authorized **CITY** personnel or **CITY's** representatives at any time.

CONTRACTOR acknowledges that this is an agreement with the Municipal Corporation of Los Angeles, and, as such, upon request by the Office of the Mayor, City Attorney, or Controller, agrees to provide such entities with access to any information, records, or data related to this Contract. **CONTRACTOR** shall provide any reports requested by **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

Any Confidential Information and protected Personal Information contained in the records during the retention period will remain subject to the obligations and restrictions contained in the Contract. **CONTRACTOR** will not use the retained Confidential Information or Personal Information for any purpose.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY's** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract. At any time prior to or during Retention Period, **CONTRACTOR** shall, upon written request by **CITY**, provide all City Data to **CITY** in an electronic format, e.g. USB flash drive. Within thirty (30) days following the expiration of Retention Period, **CONTRACTOR** shall securely dispose of all City Data in its possession and provide **CITY** with written certification that it has completed secure disposal.

For purposes of this PSC-15, records pertaining to the performance of this Contract include records reasonably necessary to demonstrate **CONTRACTOR's** compliance with PSC-21, PSC-22, PSC-23, PSC-34, and PSC-37, including Subprocessor approvals, security assessments, incident reports, and policies or certifications made available to **CITY**. Retention of City Data itself shall remain subject to PSC-22.

PSC-16. BONDS

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code (“LAAC”) Sections 11.47 et seq. and any successor sections.

PSC-17. INDEMNIFICATION

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands, deficiencies, judgments, settlements, costs, and expenses of any kind, including, but not limited to, attorney's fees (both in house and outside counsel), costs of experts and consultants, damages or liability of any nature whatsoever whether foreseeable or unforeseeable (including, but not limited to, as related to death, personal injury, property damage, or economic loss), relating to or, arising in any manner by reason of the acts, errors, omissions or willful misconduct by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. Without limiting the foregoing, such obligations apply to claims, losses, demands, and expenses arising out of or relating to any Security Incident or Data Breach, any unauthorized access to, acquisition, use, disclosure, loss, alteration, or destruction of City Data, any violation of PSC-21, PSC-22, PSC-23, PSC-34, or PSC-37, or any allegation that **CONTRACTOR's** use of an AI System under this Contract caused invasion of privacy, unlawful discrimination, defamation, or other injury, in each case to the extent caused by **CONTRACTOR** or its Subcontractors. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-18. INTELLECTUAL PROPERTY INDEMNIFICATION

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

other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

For purposes of this PSC-18, intellectual property and proprietary information claims include claims arising from any software, dataset, AI System, model, training or fine-tuning data, prompt library, or output used or provided by **CONTRACTOR** or its Subcontractors in connection with the services. If any service, Work Product, or deliverable becomes, or in **CONTRACTOR's** reasonable judgment is likely to become, subject to such a claim, **CONTRACTOR** shall, at its expense and in addition to its defense and indemnity obligations, promptly: (1) procure for **CITY** the right to continue using the affected item; (2) replace or modify the affected item so that it becomes noninfringing without materially reducing functionality, security, or performance; or (3) if neither of the foregoing is commercially reasonable, refund the fees allocable to the affected item and assist **CITY** in an orderly transition. **CONTRACTOR** shall have no obligation under this paragraph to the extent a claim arises solely from modifications made by **CITY** other than through **CONTRACTOR**, use of the affected item contrary to the documentation or this Contract after notice by **CONTRACTOR**, or combination with items not supplied or approved by **CONTRACTOR** where the claim would not have arisen but for such combination.

PSC-19. INTELLECTUAL PROPERTY WARRANTY

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

CONTRACTOR further represents and warrants that: (1) **CONTRACTOR** and its Subcontractors have obtained and will maintain all rights, licenses, consents, notices, and permissions necessary for the technologies, datasets, AI Systems, and other materials used to perform this Contract and to grant the rights granted to **CITY** herein, including any required rights relating to voice, image, likeness, biometric, or other protected data; (2) no Contractor Materials, Work Product, or AI-generated deliverable provided to **CITY** is subject to any license, use restriction, or other encumbrance that would require **CITY** to disclose source code, grant rights to third parties, or accept restrictions inconsistent with this Contract, except as expressly disclosed in writing and approved by **CITY**; and (3) **CONTRACTOR** will not use City Data to train or improve any AI System except as expressly permitted under PSC-23.

PSC-20. TECHNOLOGY, DATA AND AI DEFINITIONS

For purposes of these Standard Provisions for City Contracts, the following terms apply:

"AI System" means any machine-based system, including any generative artificial intelligence, large language model, machine learning model, algorithmic or automated decision system, or similar technology, that infers from the inputs it receives how to

generate outputs such as text, images, audio, video, code, classifications, scores, predictions, recommendations, or decisions.

“City Data” means all data, content, records, information, text, audio, video, images, software, documents, Personal Information, credentials, metadata, logs, prompts, inputs, outputs, feedback, configurations, and other information, in any form, that is: (i) provided by or on behalf of **CITY** to **CONTRACTOR**; (ii) made available to **CONTRACTOR** by **CITY’s** personnel, residents, users, agents, systems, or devices; or (iii) collected, received, accessed, stored, hosted, transmitted, generated, derived, created, or otherwise processed by **CONTRACTOR** or its Subprocessors in connection with this Contract, in each case where such information identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked to **CITY**, any individual or household, **CITY** operations, or **CITY** systems. City Data includes any data embodied in Work Product and any prompts, inputs, outputs, logs, and evaluation data used or generated in connection with any AI System under this Contract. City Data does not include Contractor Materials, and does not include De-Identified Data solely to the extent **CONTRACTOR** is expressly permitted to use such De-Identified Data under PSC-22.

“Contractor Materials” means preexisting or independently developed materials, services, software, source code, object code, models, algorithms, routines, templates, know-how, tools, methods, documentation, and other intellectual property that were not created specifically for **CITY** under this Contract and were not developed using City Data or **CITY** funding.

“Data Breach” means any unauthorized acquisition, access, use, disclosure, exfiltration, loss, theft, destruction, alteration, or compromise of City Data, or of the security, confidentiality, or integrity of City Data, whether or not such event constitutes a breach under applicable law.

“De-Identified Data” means data that cannot reasonably be used to infer information about, or otherwise be linked to, **CITY**, any individual, household, device, or **CITY** system, and with respect to which **CONTRACTOR** has implemented technical and organizational measures designed to prohibit re-identification and onward disclosure except as permitted by law.

“Personal Information” means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, and any other data subject to privacy, confidentiality, security, breach notification, consumer protection, identity theft, employment, or similar laws, including sensitive personal information, personally identifiable information, protected health information, payment card data, financial account information, biometric information, credentials, education records, and government-issued identifiers.

“Security Incident” means any actual or reasonably suspected event that materially threatens or adversely affects the confidentiality, integrity, availability, or resilience of City

Data or of the systems used to provide the services, including malware, ransomware, denial of service, unauthorized access attempts, or material outages, but excluding unsuccessful routine scans, pings, or blocked attacks that do not result in unauthorized access to City Data or material degradation of the services.

“Subprocessor” means any subcontractor or other third party, including any cloud, hosting, support, analytics, payment, or AI provider, engaged by **CONTRACTOR** or its Subcontractors to host, access, receive, store, transmit, or otherwise process City Data or to provide a material technology service used in performance of this Contract.

PSC-21. OWNERSHIP AND LICENSE

- A. City Data. **CITY** retains all right, title, and interest in and to City Data. No rights in City Data are granted to **CONTRACTOR** except the limited, nonexclusive, nontransferable right to use City Data solely as necessary to perform this Contract and solely in accordance with this Contract and **CITY’s** written instructions. **CONTRACTOR** shall not sell, license, rent, disclose, release, transfer, assign, encumber, or otherwise exploit City Data and shall not assert any lien, withholding right, setoff, or other encumbrance against City Data.

- B. Work Product. Unless otherwise expressly provided in this Contract, all finished and unfinished works, tangible or intangible, originated and prepared by **CONTRACTOR** or its Subcontractors specifically for **CITY** under this Contract, including, without limitation, documents, reports, analyses, studies, specifications, manuals, software, code, configurations, interfaces, databases, designs, audiovisual materials, websites, domain names, inventions, discoveries, and other deliverables (each, a “Work Product”; collectively, “Work Products”), together with all intellectual property rights therein, shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all right, title, and interest worldwide in and to such Work Products. **CONTRACTOR** shall execute any documents reasonably necessary for **CITY** to perfect, memorialize, or record **CITY’s** ownership of rights provided herein.

- C. AI-Generated Output. To the extent any Work Product or portion thereof is generated or assisted by an AI System or is not capable of assignment or exclusive ownership as a matter of law, **CONTRACTOR** hereby grants to **CITY** a perpetual, irrevocable, worldwide, royalty-free, fully paid-up license, with the right to sublicense to **CITY’s** contractors and service providers acting on **CITY’s** behalf, to use, reproduce, modify, display, perform, distribute, create derivative works from, and otherwise exploit such Work Product or output for any **CITY** purpose.

- D. Contractor Materials. **CONTRACTOR** retains ownership of Contractor Materials. To the extent any Contractor Materials are incorporated into, delivered with, or reasonably necessary for **CITY** to use any Work Product or receive the benefits of the services, **CONTRACTOR** grants to **CITY** a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up license, with the right to

sublicense to **CITY's** contractors and service providers acting on **CITY's** behalf, to use, execute, reproduce, display, perform, configure, maintain, support, and, if delivered in source or editable form, modify such Contractor Materials solely as necessary for **CITY** to use the Work Product and receive the benefits of the services.

- E. Third-Party Materials. For all materials, software, data, or other items delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure for **CITY**, at no additional cost to **CITY**, all rights necessary for **CITY** to use such items for **CITY** purposes and to receive the full benefit of this Contract.
- F. Restrictions on Disclosure. **CONTRACTOR** shall not provide or disclose any Work Product or City Data to any third party except as expressly permitted under this Contract or approved in writing by **CITY**.
- G. Subcontracts. Any subcontract or other agreement entered into by **CONTRACTOR** relating to this Contract shall preserve and protect **CITY's** rights in City Data and Work Product and shall state that no Subprocessor or subcontractor obtains any ownership interest in either.
- H. Equitable Relief. **CONTRACTOR** agrees that a monetary remedy for breach of this PSC-21 may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this PSC-21 by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

PSC-22. DATA PROTECTION

- A. General Standard. **CONTRACTOR** shall protect City Data using administrative, technical, physical, and organizational safeguards no less rigorous than accepted industry standards and no less protective than those **CONTRACTOR** uses for its own information of similar sensitivity, and in all events consistent with applicable law and the nature of the services and City Data. **CONTRACTOR** shall maintain a written information security program, incident response plan, and business continuity and disaster recovery capabilities appropriate to the services.
- B. Permitted Use; Restricted Use. **CONTRACTOR** shall collect, access, use, retain, disclose, store, and otherwise process City Data only for the limited and specified purpose of performing this Contract, complying with applicable law, and as otherwise expressly authorized in writing by **CITY**. **CONTRACTOR** shall limit access to City Data to personnel and approved Subprocessors with a need to know for performance of this Contract and who are bound by written confidentiality and data protection obligations at least as protective as this Contract. In addition to the

confidentiality obligations in PSC-37, **CONTRACTOR** shall not: (i) sell, share, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate City Data to any third party except as expressly authorized by **CITY** or required by law; (ii) use City Data for advertising, marketing, profiling for unrelated purposes, product development unrelated to the services, or any commercial purpose other than performance of this Contract; (iii) combine City Data with data from other customers or sources except as necessary to provide the services and subject to written controls that prevent unauthorized use or disclosure; or (iv) move, store, or permit access to City Data outside the United States without **CITY's** prior written approval.

- C. Data Minimization and Retention. **CONTRACTOR** shall collect and use only the minimum City Data reasonably necessary to perform this Contract, and shall retain City Data only for the duration reasonably necessary for the permitted purpose or as otherwise required by law or **CITY's** written instructions. If retention is required by law or PSC-15, such retained City Data shall remain subject to all protections of this Contract.
- D. Security Controls. Without limiting the foregoing, **CONTRACTOR** shall, to the extent applicable to the services, implement and maintain: (i) logical access controls based on least privilege and unique user identification; (ii) multi-factor authentication for remote access, privileged access, and access to systems hosting City Data where technically feasible; (iii) encryption of City Data in transit and at rest, to the extent commercially reasonable and appropriate to the sensitivity of the City Data and the architecture of the services, and in all cases for portable media and internet transmissions; (iv) malware protection, endpoint monitoring, and timely security patching and vulnerability management appropriate to risk; (v) logging and monitoring reasonably sufficient to detect, investigate, and respond to unauthorized access or use; (vi) secure configuration, secure development where software or AI-based services are provided, and change management; (vii) secure disposal of media containing City Data; (viii) periodic privacy and security training for personnel with access to City Data; and (ix) segregation of City Data from other data through logical or physical separation appropriate to the services.
- E. Subprocessors. **CONTRACTOR** shall not permit any Subprocessor to access or process City Data without **CITY's** prior written approval as required hereunder and a written agreement binding the Subprocessor to obligations no less protective than this Contract, including the restrictions in this PSC-22 and PSC-23. **CONTRACTOR** remains fully responsible for all acts and omissions of its Subprocessors.
- F. Security Incidents and Data Breaches. **CONTRACTOR** shall notify **CITY** in writing without unreasonable delay, and in any event no later than twenty-four (24) hours after discovery of any Security Incident or Data Breach. Such notice shall include, to the extent known at the time, the nature of the incident, the categories of City Data affected, the date and time or estimated date and time of the incident, the

systems affected, the measures taken or proposed to address it, and a point of contact. **CONTRACTOR** shall promptly take all reasonable steps to contain, investigate, mitigate, and remediate the incident; preserve relevant evidence; provide **CITY** with regular status updates at least daily until resolution, or more frequently if reasonably requested by **CITY**; and cooperate fully with **CITY**, its representatives, insurers, auditors, and law enforcement. **CONTRACTOR** shall not notify any third party, regulator, or affected individual, or issue any public statement, regarding any Security Incident or Data Breach involving City Data without **CITY's** prior written approval, unless required by law, in which case **CONTRACTOR** shall, to the extent legally permitted, consult with **CITY** in advance and provide **CITY** a copy of the proposed notice. **CONTRACTOR** shall reimburse **CITY** for reasonable documented third-party costs incurred by **CITY** to investigate, respond to, mitigate, notify, and remediate any Security Incident or Data Breach to the extent caused by **CONTRACTOR** or its Subprocessors, including legally required notice, call center support, credit or identity monitoring where reasonably appropriate, forensic services, data restoration, and other reasonable incident response costs.

- G. Assessments and Audit Cooperation. Upon **CITY's** reasonable request, not more than once annually except following a Security Incident, Data Breach, or material change in **CONTRACTOR's** security controls, **CONTRACTOR** shall provide **CITY** with then-current summaries of relevant independent security assessments, certifications, or audit reports, such as SOC 2 Type II, ISO 27001, or comparable reports, if available, together with remediation status for material findings relevant to the services. If such reports are unavailable, **CONTRACTOR** shall complete **CITY's** reasonable security questionnaire and provide reasonable supporting documentation sufficient to demonstrate compliance with this PSC-22. **CITY** or its designated representative may, upon reasonable notice and during normal business hours, perform a reasonable review of **CONTRACTOR's** compliance with this PSC-22 and PSC-23, subject to reasonable confidentiality, security, and operational safeguards. Any such review shall be limited to information and systems relevant to the services and City Data and shall not unreasonably interfere with **CONTRACTOR's** business operations or expose data of other customers.
- H. Return, Transition, and Deletion. Upon **CITY's** request, expiration, or termination of this Contract, **CONTRACTOR** shall promptly, and in no event later than thirty (30) days unless otherwise directed by **CITY**, return to **CITY** all City Data in a reasonably usable format designated by **CITY** and securely delete all copies of City Data in **CONTRACTOR's** and its Subprocessors' possession or control, except to the extent retention is required by law or by immutable backup media not reasonably accessible in the ordinary course. Any retained City Data shall remain subject to this Contract until deleted. Upon request, **CONTRACTOR** shall certify in writing its completion of the return and deletion obligations. The return of City Data in a reasonably usable format and the deletion certification required by this subsection shall be provided at no additional charge. Additional transition services

requested by **CITY** beyond those ordinary obligations shall be provided at the rates, if any, set forth in this Contract, or otherwise at mutually agreed rates.

- I. Legal Requests and Public Records. **CONTRACTOR** shall promptly notify **CITY** of any subpoena, court order, public records request, or other legal demand seeking City Data or Confidential Information, unless prohibited by law. **CONTRACTOR** shall not respond or produce City Data except as required by law and after giving **CITY** a reasonable opportunity to seek protective relief or otherwise direct the response. **CONTRACTOR** shall reasonably assist **CITY** in responding to requests for records relating to this Contract.
- J. Limited Use of De-Identified Data. **CONTRACTOR** may use De-Identified Data solely for internal security, fraud prevention, service support, capacity planning, and improvement of the services provided to **CITY**, provided that **CONTRACTOR** does not identify **CITY**, any individual, household, device, or **CITY** system, does not sell or share such data, and does not use such data to train or improve any general-purpose or third-party AI System without **CITY's** prior written approval.
- K. By entering into this Contract, **CONTRACTOR** certifies that it understands and will comply with the restrictions in this PSC-22 and PSC-23. This PSC-22 shall survive expiration or termination of this Contract.

PSC-23. ARTIFICIAL INTELLIGENCE AND AUTOMATED PROCESSING

- A. Disclosure and Approval. **CONTRACTOR** shall not use any AI System that processes City Data, generates deliverables for **CITY**, interacts with the public or **CITY** personnel on **CITY's** behalf, or materially informs services or decisions under this Contract, or permit any Subprocessor to do so, without prior written disclosure to **CITY** of the AI System or provider, intended use case, categories of City Data processed, hosting region, retention practices, and material limitations reasonably known to **CONTRACTOR** that may affect accuracy, reliability, security, confidentiality, intellectual property, or bias. No such AI System or material AI feature may be enabled for **CITY** without **CITY's** prior written consent if it materially changes how City Data is processed or materially changes the risk profile of the services.
- B. No Model Training or Secondary Use. Except as expressly authorized in a written amendment signed by **CITY**, **CONTRACTOR** shall not, and shall cause its Subprocessors and AI providers not to, use City Data to train, retrain, fine-tune, or otherwise improve any AI System or model, whether general-purpose or customer-specific. Any retention of prompts, inputs, outputs, or feedback for abuse monitoring, safety review, or troubleshooting must be disclosed to **CITY** in advance, limited to the minimum necessary, protected as City Data, and not used for model training or generalized product improvement.

- C. Responsibility and Human Oversight. **CONTRACTOR** remains fully responsible for all services performed with or through an AI System. **CONTRACTOR** shall implement reasonable governance and quality controls appropriate to the use case, including documented intended use, change management, testing for material errors and security risks, and human review before any AI-generated output is relied upon for material legal, financial, employment, eligibility, benefits, enforcement, or safety decisions affecting any individual, unless **CITY** expressly authorizes otherwise in writing and applicable law permits such use.
- D. Output and Records. Any output, report, recommendation, code, content, or other deliverable generated by an AI System for **CITY** under this Contract shall be treated as Work Product or City Data, as applicable. Upon **CITY's** reasonable request, **CONTRACTOR** shall identify whether a deliverable was materially generated or modified using an AI System. **CONTRACTOR** shall, upon **CITY's** reasonable request, maintain and provide records sufficient to identify the AI System used, the material version or model family, the date of use, and the categories of City Data processed in connection with the services, except to the extent disclosure would reveal **CONTRACTOR's** trade secrets unrelated to **CITY's** use, in which case **CONTRACTOR** shall provide a reasonably informative summary.
- E. Changes and Suspension. **CONTRACTOR** shall provide **CITY** with reasonable advance written notice of any material change in an AI System or AI provider used to perform the services that is reasonably likely to affect City Data, security, confidentiality, functionality, or the risk profile of the services. If **CITY** reasonably determines that an AI System presents a material risk to City Data, **CITY** systems, or affected individuals, **CITY** may direct **CONTRACTOR** to suspend the applicable AI-enabled processing until the risk is remediated to **CITY's** reasonable satisfaction.

This PSC-23 shall survive expiration or termination of this Contract.

PSC-24. INSURANCE

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

The insurance must name **CITY** as an additional insured with respect to liability coverage. No policies or certificates with respect to such insurance may be cancelled or materially changed without at least thirty (30) days' prior written notice by the respective insurer to **CITY**.

PSC-25. BEST TERMS/MOST FAVORED NATIONS

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the same or better terms, prices, and discounts that are offered by **CONTRACTOR** to any person or entity for similar goods and services provided under this Contract. In the event that **CONTRACTOR** offers any customers pricing lower than that offered to **CITY** during the term of this **CONTRACT**, **CONTRACTOR** must immediately notify **CITY** in writing and provide those same terms to **CITY**.

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

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

CONTRACTOR further warrants that: (1) the services and any systems used to provide them will materially conform to the specifications, documentation, and representations made to **CITY** regarding functionality, security, retention, and AI use; (2) **CONTRACTOR** has implemented and will maintain the safeguards required by PSC-22 and PSC-23; (3) to **CONTRACTOR's** knowledge, and except as disclosed to **CITY** in writing, the services will not contain viruses, malware, back doors, time bombs, or other malicious code intentionally inserted by **CONTRACTOR**; and (4) any deliverable materially generated or supported by an AI System will be subject to reasonable human review and quality controls appropriate to its intended use before delivery to **CITY**.

PSC-27. NON-DISCRIMINATION IN EMPLOYMENT/AFFIRMATIVE ACTION

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

A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, including the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

Standard Provisions for City Contracts (5/26 [v.1])

- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include a provision requiring compliance with Sections 10.8.3, and 10.8.4 of the LAAC.

PSC-28. ADDITIONAL STATE LAW AND ORDINANCE COMPLIANCE

In addition to complying with all federal, state, and local laws, as part of **CONTRACTOR's** contractual obligations to the **CITY**, **CONTRACTOR** agrees to comply with the following state laws, local ordinances, and directives, as amended from time to time (*subcontractors are not exempt):

*Living Wage Ordinance (Los Angeles Administrative Code Section 10.37 et seq.)

*Worker Retention Ordinance (Los Angeles Administrative Code Section 10.36 et seq.)

Slavery Disclosure Ordinance (Los Angeles Administrative Code Section 10.41 et seq.)

*First Source Hiring (Los Angeles Administrative Code Section 10.44 et seq.)

Iran Contracting Act 2010 (California Public Contract Code Sections 2200-2208)

Border Wall Contracting (Los Angeles Administrative Code Section 10.50.1 et seq.)

*Local Business Preference (Los Angeles Administrative Code Section 10.25 et seq.)

*MBE/WBE/SBE/EBE/DVBE/OBE (Executive Directive #14 (Villaraigosa))

*Contractor Responsibility (Los Angeles Administrative Code Section 10.40 et seq.)

City Contractor Evaluations (Los Angeles Administrative Code Section 10.39 et seq.)

*Prevailing Wage (Los Angeles Administrative Code Section 10.7.1)

*Child Support Assignment Orders (Los Angeles Administrative Code Section 10.10)

Restrictions on Campaign Contributions and Fundraising in City Elections (Los Angeles Administrative Code Section 49.7.35)

Compliance with California Public Resources Code Section 5164 (CA Public Resources Code Section 5164)

Time Off For Voting (CA Elections Code Section 14000 and 14001)

Zero Waste (Los Angeles Administrative Code Section 10.53)

Any subcontract entered into by a **CONTRACTOR** for work performed under this Contract must include a provision specifically requiring the subcontractor's compliance with each of the above provisions marked with an (*) asterisk.

PSC-29. ACCESS AND ACCOMMODATIONS

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities, including equal access to facilities, services, and programs without regard to any person's citizenship or immigration status to the maximum extent that federal and state permits.
- D. **CONTRACTOR** shall ensure all web and mobile applications, and web and mobile content, developed, provided to, or maintained on behalf of **CITY**, comply with applicable federal and state accessibility laws, including the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. Section 12101 et seq. and its implementing regulations at 28 C.F.R. Part 35, including Section 35.200 et seq. and subsequent amendments, and California Government Code Section 11135, and shall conform to Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, or any successor standard.

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

PSC-30. BUSINESS INCLUSION PROGRAM

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program, including subcontractor outreach, as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for

Procurement (“RAMP”) at <https://www.rampla.org>, to perform and document outreach to Small, Emerging, Disabled Veteran, Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of such effort, without prior written approval of **CITY**.

PSC-31. RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS AND FUNDRAISING IN CITY ELECTIONS

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

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

You are a subcontractor on City of Los Angeles Contract #_____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve (12) months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten (10) business days if it changes during the twelve (12) month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-32. CONTRACTORS’ USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 et seq., as

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

PSC-33. LIMITATION OF CITY’S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR

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

PSC-34. COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS

If **CONTRACTOR** stores, processes, transmits, or can access payment card data, financial account information, taxpayer information, or credentials that permit access to accounts or payment instruments, **CONTRACTOR** shall comply with all applicable identity theft, payment card, consumer protection, and data security laws and standards, including laws related to payment devices, credit and debit card fraud, the Fair and Accurate Credit Transactions Act (“FACTA”), and the then-current Payment Card Industry Data Security Standards (“PCI DSS”). **CONTRACTOR** shall use such information solely for the purpose of performing this Contract, shall not store authentication data after authorization except as expressly permitted by applicable standards, and shall implement reasonable measures to prevent skimming, credential compromise, and unauthorized account access. During the performance of any service to install, program, maintain, or update payment devices or payment applications, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA. Upon request, **CONTRACTOR** shall provide **CITY** with current attestation or other evidence of compliance reasonably acceptable to **CITY**. Any payment Security Incident shall be handled in accordance with PSC-22.

PSC-35. POSSESSORY INTEREST TAX

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

PSC-36. TAXES

CONTRACTOR shall report and pay all taxes, fees, levies, imposts, duties, assessments, charges and withholdings of any similar nature, however designated (including, any value added, transfer, sales, use, gross receipts, business, occupation, excise, personal property, real property, stamp or other taxes) (“Taxes”) now or hereafter imposed or assessed by governmental body, agency or taxing authority in connection with this Contract, whether assessed on **CONTRACTOR** or **CITY**, other than any such Taxes required by law to be reported and paid by the **CITY**. **CITY** shall within 120 days of invoice reimburse **CONTRACTOR** for all such Taxes paid by **CONTRACTOR** on **CITY’s** behalf, excluding Taxes on or measured by the overall gross receipts, net income, or the like of **CONTRACTOR** or its affiliates.

PSC-37. CONFIDENTIALITY

All City Data, Personal Information, Work Product, security information, system architecture, credentials, records, documents, materials, and other nonpublic information provided by **CITY** to **CONTRACTOR** or accessed, received, created, or developed by **CONTRACTOR** or its Subcontractors in connection with this Contract (collectively, “Confidential Information”) are confidential. Confidential Information does not include information that **CONTRACTOR** can demonstrate by contemporaneous written records: (1) was lawfully known to **CONTRACTOR** without restriction before disclosure by **CITY**; (2) was independently developed without use of Confidential Information; or (3) becomes publicly available through no breach of this Contract; provided, however, that City Data, Personal Information, Work Product, and security information shall remain Confidential Information unless expressly released in writing by **CITY** or made public by **CITY**.

CONTRACTOR shall protect Confidential Information using at least the same degree of care it uses to protect its own confidential information of a similar nature, and in no event less than reasonable care. **CONTRACTOR** shall not access, use, reproduce, disclose, distribute, transfer, publish, or permit access to Confidential Information except as necessary to perform this Contract, as expressly authorized in writing by **CITY**, or as required by law. **CONTRACTOR** shall restrict access to Confidential Information to personnel and approved Subprocessors with a need to know and who are bound by written obligations of confidentiality and restricted use at least as protective as those contained in this Contract.

CONTRACTOR shall promptly notify **CITY** of any actual or attempted unauthorized access to Confidential Information and of any subpoena, court order, public records request, or other legal process seeking Confidential Information, unless prohibited by law. If disclosure is required by law, **CONTRACTOR** shall disclose only the minimum information legally required and, to the extent legally permitted, provide **CITY** a reasonable opportunity to seek protective relief or otherwise direct the response. **CONTRACTOR** shall not issue press releases or other public statements referencing **CITY’s** Confidential Information without **CITY’s** prior written approval.

Upon **CITY's** request or expiration or termination of this Contract, **CONTRACTOR** shall return or securely destroy Confidential Information in accordance with PSC-22. This provision shall survive expiration or termination of this Contract.

PSC-38. CONTRACTOR DATA REPORTING

If **CONTRACTOR** is a for-profit, privately owned business, **CONTRACTOR** shall, within thirty (30) days of the effective date of the Contract and on an annual basis thereafter (i.e., within thirty (30) days of the annual anniversary of the effective date of the Contract), report the following information to **CITY** via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by **CITY**: **CONTRACTOR's** and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). **CONTRACTOR** shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by **CITY**.

PSC-39. SIGNATURES

This Contract may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or handwritten signatures scanned into .pdf format (or another electronic format designated by **CITY**) and sent by e-mail shall be deemed original signatures. Each party further agrees, and acknowledges that it is such party's intent, that if such party signs this Contract using an electronic signature, it is signing, and accepting this Contract and that signing this Contract using an electronic signature evidences the equivalent intent of a handwritten or facsimile signature on this Contract.

Exhibit 1

INSURANCE CONTRACTUAL REQUIREMENTS

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

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

Limits

Workers' Compensation (WC) and Employer's Liability (EL)

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

WC

Statutor

✓

EL

General Liability

Products/Completed Operations

Fire Legal Liability _____

Sexual Misconduct _____

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

Professional Liability (Errors and Omissions)

Discovery Period _____

Property Insurance (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Flood _____

Earthquake _____

Boiler and Machinery

Builder's Risk

Pollution Liability

Surety Bonds - Performance and Payment (Labor and Materials) Bonds _____

Crime Insurance _____

Other: _____

