

0150-11458-0002

T R A N S M I T T A LTO
The City CouncilDATE
08/18/2026

COUNCIL FILE NO.

FROM
The MayorCOUNCIL DISTRICT
14

**Proposed Agreement between the Department of Recreation and Parks
and The Wall Las Memorias (Contractor) for the improvement, operation, and maintenance
of The Wall Las Memorias Memorial**

Approved and transmitted for your consideration. The Council has 60 days from the date of receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a). See the City Administrative Officer report attached.



MAYOR
(Mitch Kamin for)

MWS:MMP: 08260082

CAO 649-d

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

To: Mayor	Date: 06-30-2026	C.D. No. 14	CAO File No.: 0150-11458-0002
Contracting Department/Bureau: Department of Recreation and Parks		Contact: Rick Tonthat, Senior Management Analyst II	
Reference: The Wall Las Memorias Memorial			
Purpose of Contract: For the renovation, maintenance, and operation of a portion of Lincoln Park, which contains the AIDS Memorial referred to as The Wall Las Memorias Memorial, for a period of ten (10) years			
Type of Contract: (X) New contract () Amendment, Contract No.		Contract Term Dates: 10 years from execution date which will be retroactive to November 1, 2019.	
Contract/Amendment Amount:			
Proposed amount \$ 623,000+ Prior award(s) \$ 0 = Total \$ 623,000			
Source of funds: General City Purposes: \$500,000 Security Deposit Account: \$123,000			
Name of Contractor: The Wall Las Memorias			
Address: 800 W. 6 th Street, Suite 750, Los Angeles, CA 90017			
	Yes	No	N/A
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed			X
4. Proposals have been requested			X
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 100 %			
8. Business Inclusion Program			X
9. Equal Benefits & First Source Hiring Ordinances	X		
10. Contractor Responsibility Ordinance	X		
11. Disclosure Ordinances	X		
12. Bidder Certification CEC Form 50	X		
13. Prohibited Contributors (Bidders) CEC Form 55	X		
14. California Iran Contracting Act of 2010	X		

RECOMMENDATION

That the Council, authorize the Board of Recreation and Parks Commissioners (Board), or designee, to retroactively execute the proposed agreement between the Department of Recreation and Parks and The Wall Las Memorias (Contractor) for the improvement, operation, and maintenance of The Wall Las Memorias Memorial, located at 3501 Valley Blvd, Los Angeles, CA 90031, for a term of ten years (retroactive to November 1, 2019 through October 31, 2029), subject to review and approval of the City Attorney as to form.

SUMMARY

At its August 17, 2019 meeting, the Board of Recreation and Parks Commissioners (Board) approved a proposed agreement (BR 19-155) with The Wall Las Memorias (Contractor) for the renovation, operation, and maintenance of a portion of Lincoln Park, located at 3501 Valley Boulevard, Los Angeles, CA 90031, which contains the AIDS Memorial referred to as the Wall Las Memorias Memorial (Memorial). The term of the proposed agreement is ten years, however, inasmuch as the original agreement was initially approved by the Board in 2019 and resubmitted to the Mayor on August 11, 2025, the proposed term will be retroactive to November 1, 2019 and expire on October 31, 2029. This will align with the Board's approval and cover the retroactive service period. A copy of the original

MMP	Mindy Pothongsunun	0150-11458-0002	Assistant City Administrative Officer

proposed agreement (Attachment A) is included in the Department's transmittal attached to this report. Subsequent to Board approval, a revised draft of the contract was created and attached (Attachment B), which was revised to reflect the term of the agreement to begin on November 1, 2019.

While this transmittal was originally approved by the Board in 2019, there were administrative delays in the review and official transmittal of this proposal to the full Council, due to attrition of staff involved in these negotiations and review. During this time period, the Contractor continued to provide services as required and the Board resubmitted the transmittal to the Mayor on August 11, 2025 to reinstate the contract review process. Following consultation with the Office of the City Attorney, this Office has confirmed that it is now necessary to provide retroactive approval of this agreement to November 1, 2019 to account for the time that has elapsed since the initial approval by the Board and the services provided in the interim. With the retroactive approval of this agreement to 2019, the contract will expire on October 31, 2029. This Office has reviewed the contract that the contract complies with all applicable contract compliance documents and insurance requirements. Further, the Department reports that the Contractor has been in compliance with the contract terms since 2019.

The Contractor has operated and maintained the Memorial since 2004 through an executed contract with the Department. The original contract expired on March 3, 2019 and the Department seeks to retroactively execute a new contract for the improvement, operations, and maintenance of the Memorial. The 2018-19 Adopted Budget allocated funding in the amount of the \$500,000 for the improvements of this project. Additionally, under the first agreement, the Board required The Wall Las Memorias to provide a security deposit that the Department could use to either remove or maintain the Memorial until maintenance funds could be obtained through the budget process. The total security deposit amount was \$123,000, which included \$26,000 in interest. As the security deposit was unspent, it was reallocated for site renovations under the new agreement. The Contractor also secured Proposition A funding in the amount of \$250,000 from the County for the project. The total cost for the project is \$873,000 and all funds have been expended to date.

The required improvements, which have been completed by the Contractor, included landscape enhancement and the installation of infrastructure to increase visibility and improve visitor experience. The improvements were supported by both City and County funding. The Contractor is responsible for costs associated with the operation and maintenance of the Memorial. The Memorial is to be used for the educational programs for the public. The Memorial has been providing these services during the retroactive contract period and RAP has been overseeing compliance.

In accordance with Los Angeles Administrative Code Section 10.5(a), Council approval of the proposed agreement is required because the term exceeds three years. To the best of our knowledge, the Board has complied with most applicable City procedures, laws, and policies in awarding the proposed contract and the Contractor has complied with contracting requirements for City contracts

FISCAL IMPACT STATEMENT

There is no additional fiscal impact to the Recreation and Parks Fund or the General Fund.

FINANCIAL POLICIES STATEMENT

The recommendations in this report comply with the City Financial Policies.

BOARD OF COMMISSIONERS

RENATA SIMRIL
PRESIDENT

LUIS SANCHEZ
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**MARIE LLOYD
BENNY TRAN**

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BOARD SECRETARY
(213) 202-2640



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JIMMY KIM
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EXECUTIVE OFFICER

CATHIE SANTO DOMINGO
ASSISTANT GENERAL MANAGER

BRENDA AGUIRRE
ASSISTANT GENERAL MANAGER

CHINYERE STONEHAM
ASSISTANT GENERAL MANAGER

(213) 202-2633

August 11, 2025

Honorable Karen Bass, Mayor
City of Los Angeles
Room 303, City Hall

Honorable Mayor Karen Bass:

Attached herewith is a proposed Agreement between the City of Los Angeles, Department of Recreation and Parks and The Wall Las Memorias, a California non-profit organization, for the renovation, maintenance and operation of a portion of Lincoln Park which contains the AIDS Memorial referred to as the Wall Las Memorias Memorial, for a period of ten (10) years.

Also attached is Board Report No. 19-155, which was adopted by the Board of Recreation and Park Commissioners at its Regular Meeting held on August 7, 2019. After your review and recommendation, the proposed Agreement will be submitted to the Board for final action. If you have any questions with regard to the proposed Agreement, please contact Mr. Rick Tonthat, Senior Management Analyst II, Real Estate Division, at (213) 808-8904.

Very truly yours,

BOARD OF RECREATION AND
PARK COMMISSIONERS

TAKISHA SARDIN
Commission Executive Assistant II

Attachments: Board Report No. 19-155

cc: Rick Tonthat, Senior Management Analyst II, Real Estate Division



DEPARTMENT OF RECREATION
AND PARKS

BOARD OF COMMISSIONERS

SYLVIA PATSAOURAS
PRESIDENT

LYNN ALVAREZ
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City of Los Angeles
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ASSISTANT GENERAL MANAGER

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ASSISTANT GENERAL MANAGER

CATHIE SANTO DOMINGO
ACTING ASSISTANT GENERAL MANAGER

(213) 202-2633 FAX (213) 202-2614

August 9, 2019

Honorable Eric Garcetti, Mayor
City of Los Angeles
Room 303, City Hall

Attention: Ms. Heleen Ramirez

Dear Mayor Garcetti:

Attached herewith is a proposed Agreement between the City of Los Angeles, Department of Recreation and Parks and The Wall Las Memorias, a California non-profit organization, for the renovation, maintenance and operation of a portion of Lincoln Park which contains the AIDS Memorial referred to as the Wall Las Memorias Memorial, for a period of ten (10) years.

Also attached is Board Report No. 19-155, which was adopted by the Board of Recreation and Park Commissioners at its Regular Meeting held on August 7, 2019. After your review and recommendation, the proposed Agreement will be submitted to the Board for final action.

If you have any questions with regard to the proposed Agreement, please contact Mr. Cid Macaraeg, Senior Management Analyst II, Real Estate Division, at (213) 202-2608.

Very truly yours,

BOARD OF RECREATION AND
PARK COMMISSIONERS

IRIS L. DAVIS
Commission Executive Assistant II

Attachments

cc: Cid Macaraeg, Senior Management Analyst II, Real Estate Division, Planning,
Maintenance and Construction Branch (w/out attachments)



APPROVED

AUG 07 2019

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 19-155

DATE August 7, 2019

C.D. 01

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: LINCOLN PARK - THE WALL LAS MEMORIAS - APPROVAL OF PROPOSED RENOVATION, MAINTENANCE AND OPERATION AGREEMENT; APPROVAL OF PROPOSED IMPROVEMENT PROJECT FOR THE WALL LAS MEMORIAS; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(1) [MINOR ALTERATIONS TO EXISTING FACILITIES WITH NO EXPANSION OF USE], CLASS 1(12) [OUTDOOR LIGHTING FOR SECURITY AND OPERATIONS], CLASS 1(14) [LICENSE TO USE AN EXISTING STRUCTURE], CLASS 4(3) [NEW TREE PLANTING AND LANDSCAPING] AND CLASS 11(3) [PLACEMENT OF ACCESSORY STRUCTURES TO INSTITUTIONAL FACILITIES] OF CITY CEQA GUIDELINES AND ARTICLE 19, SECTIONS 15301, 15301(a), 15304(b) AND 15311 OF CALIFORNIA STATE CEQA GUIDELINES

AP Diaz	_____	S. Piña-Cortez	_____
H. Fujita	_____	* C. Santo Domingo	<u><i>CSD</i></u>
V. Israel	_____	N. Williams	_____



General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve a proposed ten (10) year Agreement (Agreement) with the The Wall Las Memorias, a California non-profit organization (The Wall), for the renovation, maintenance and operation of a portion of Lincoln Park located at 3501 E. Valley Boulevard (further identified and depicted on Exhibits A and B to this Report) which contains the AIDS Memorial referred to as the Wall Las Memorias Memorial ("Memorial), in substantially the form attached hereto Attachment 5 and in accordance with the terms and conditions set forth in this Report;
2. Approve the proposed Enhancement and Improvement Plan for the Memorial to be undertaken by The Wall as detailed in in the summary of this Report and in Exhibit C of this Report (Project);
3. Adopt a proposed Resolution, herein included as Attachment 4, authorizing the Department of Recreation and Parks (RAP) to enter into the proposed Agreement with The Wall and approving the Project;

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4. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the Agreement to the Mayor's Office in accordance with Executive Directive No. 3 (Villaraigosa Series), and the City Attorney for review as to form, and upon the Mayor's and City Attorney's review and approval, forward to the City Council for approval;
5. Authorize the Board President and Secretary to execute the Agreement upon receipt of the necessary approvals;
6. Direct RAP staff to issue a temporary Right of Entry Permit to The Wall to allow for the activities related to the Project as described in the summary of this Report;
7. Find that the proposed Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Article III, Section 1, Class 1(1) [minor alterations to existing facilities with no expansion of use], Class 1(12) [outdoor lighting for security and operations], Class 1(14) [license to use an existing structure], and Class 4(3) [new tree planting and landscaping] and Class 11(3) [placement of accessory structures to institutional facilities] of City CEQA Guidelines and Article 19, Sections 15301(a), 15304(b) and 15311 of California CEQA Guidelines, and direct RAP staff to file a Notice of Exemption (NOE);
8. Authorize the RAP Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing an NOE;
9. Authorize RAP's Chief Accounting Employee to make the adjustments to Security Deposit Account (Fund 205, Dept. 88, Account 880175) to include interest earned totaling Twenty-Six Thousand Dollars (\$26,000.00) as described in the summary of this Report;
10. Authorize the release and use of the funds in the Security Deposit Account (Fund 205/88/880175), not to exceed One Hundred Twenty-Three Thousand Dollars (\$123,000.00), for the proposed Project as described in the summary of this Report;
11. Authorize the expenditures of up Five Hundred Thousand Dollars (\$500,000.00) from Fund 302/89/89270K-LM included in the RAP budget specified for the proposed Project as described in the summary of this Report.

SUMMARY

Lincoln Park is a 42.81 acre park located at 3501 E. Valley Boulevard in the Lincoln Heights community of the City (Exhibit A). On March 20, 2003, the Board, through Report No. 03-94, approved the construction of the AIDS Memorial (Memorial) on a portion of Lincoln Park (Exhibit B). The Memorial is dedicated to remembrance of those who have died from complications related to AIDS. A Construction and Maintenance Agreement between RAP and The Wall for the construction, maintenance and operation of the Memorial was also approved at that meeting and executed in March 2004. The Wall is a community health and wellness organization dedicated to serving Latino; Lesbian, Gay, Bi-Sexual, and Transgender (LGBT); and other underserved populations through advocacy, education and building the next generation of leadership. It

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provides Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS), substance abuse, and LGBT services throughout Los Angeles; hosts AIDS awareness events, including the “Strike Out AIDS” at Dodger Stadium which has been a tradition since 2000; and supports an AIDS hospice in Tijuana, Mexico.

The Memorial occupies an approximately 9,000 square-foot area at the northeast corner of Lincoln Park. It consists of eight (8) panels. Six (6) panels contain murals depicting life with AIDS in the Latino community. The other two (2) panels contain the names of individuals that have died from AIDS. The Memorial also includes a landscaped area with benches and an archway set in a garden area intended for personal meditation. It was dedicated in December 2004.

The Wall has operated and maintained the Memorial for the last 15 years. The Memorial is in need of updating and upgrades to the existing landscaping, irrigation, and lighting.

In 2014, The Wall and RAP staff began discussions about a proposal to make various capital improvements and enhancements to the Memorial. The proposal included a request for a new long term agreement that would allow The Wall to continue to operate and maintain the Memorial at Lincoln Park in exchange for the capital investment required to complete the improvements and enhancements. An initial redevelopment plan was first presented in 2017 with a more complete plan being submitted in April 2018 for RAP review. The proposed enhancement and improvement plan (Project) was presented to the Facilities Repair and Maintenance Task Force (Task Force) on March 20, 2019, at which time the Task Force recommended the proposal be forwarded to the Board for consideration.

Proposed Enhancement and Improvement Plan

The Project elements were developed during two separate community workshops conducted on April 17, 2017 and August 3, 2017 at Plaza de la Raza in Lincoln Park. These workshops provided many restoration ideas for the repurposing of the park. The final design elements were carefully chosen from these ideas to illustrate the story of the Memorial and convey to visitors its impactful and heartfelt message. This collaborative process was an integral part in determining the features that ultimately would be incorporated into the Project design. The elements of the proposed Project (see Exhibit C) are detailed below:

- No Mow Turf Mounding with sculptural seat Walls allow for seating for reflection and viewing of the park
- Integrating plant material specific to the Latino culture
- Add both decorative lighting and safety pedestrian lighting
- Plant low water colorful sustainable low maintenance landscape
- Upgrade irrigation to be more efficient
- Provide deterrent from burrowing rodents

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- Provide colorful accent glass aggregate paving walkway between existing murals
- Add a circular walkway around murals to better appreciate the beauty and importance of the site
- Colorful accent pots with succulent planting will add to the composition of the back side of the murals
- All existing trees will be protected
- New trees will be planted to provide shade and seasonal change

Proposed Budget and Available Funding

The Wall estimates that the total cost for the design and construction of the proposed Project is \$873,000.00 budgeted as follows

Category	Estimated Amount
Design	\$ 55,000.00
Electrical Lighting	\$ 143,000.00
Landscaping/Hardscape	\$ 527,000.00
Contingency	\$ 148,000.00
TOTAL	\$ 873,000.00

The Wall has provided the following funding sources to complete the proposed Project:

Source	Available Amount
Mayor/Council Budget Line Item	\$ 500,000.00
Proposition A Grant	\$ 250,000.00
Security Deposit Account	\$ 123,000.00
TOTAL	\$ 873,000.00

With the support and approval of the Mayor's Office and Council District 1, \$500,000.00 was made available to RAP's budget to fund the Project. The Wall was also able to obtain a \$350,000.00 Los Angeles County Proposition A Grant of which \$250,000.00 is available for the Project. The Wall has committed to make direct payments to consultants and contractors from the Proposition A Grant for design and construction work completed for the Project. In order to complete the funding needed for the Project, The Wall is requesting that the Board authorize RAP's Chief Accounting Employee to make adjustments to the security deposit account previously established for the Memorial to include interest earned, estimated at Twenty-Six Thousand Dollars (\$26,000.00) as originally intended. With the technical adjustment, the total amount in the security deposit account would total One hundred twenty-three thousand dollars (\$123,000.00). The Wall is also requesting that the Board approve making the total amount in the security deposit account, including the interest adjustment, available to the Project. Should the Board approve this request, the total funding expended from funds under RAP's control shall not exceed Six hundred twenty-three thousand dollars (\$623,000.00).

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In 2003, The Wall was a relatively new non-profit organization with not a lot of historical experience. The Board, at that time, required The Wall to provide a security deposit that RAP could use to either remove or maintain the Memorial until maintenance funds could be obtained through the budget process. Today, The Wall has a proven track record of operating and maintaining the Memorial for more than 14 years and has been an active provider of services to the community at large. With the Project, the Memorial would require minimal maintenance and should remain in good condition for the foreseeable future. Therefore, it is requested that the Board consider allowing the use of the security deposit to complete the Project. It should be noted that Council District 1 supports the recommendation that Board allow the use of the security deposit.

The proposed Agreement sets forth the terms and conditions under which The Wall will renovate, maintain and operate the Memorial. All final plans for renovation shall require RAP approval. Further, The Wall will submit to RAP an ongoing maintenance plan and any schedule for the use of the Memorial.

TREES AND SHADE

No trees will be removed or affected by the proposed project.

ENVIRONMENTAL IMPACT

The proposed Project involves the renovation, maintenance and operation of the Memorial and the issuance of a 10-year renovation, maintenance and operations agreement that will include the restoration of the Wall Las Memorias at Lincoln Park. The Project will include new walkways and seat walls, decorative lighting, irrigation, trees, and landscaping. No existing trees will be removed. Therefore, Staff recommends that the Board determine that the Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Article III, Section 1, Class 1(1), Class 1(12), Class 1(14), Class 4(3) and Class 11(3) of the City CEQA Guidelines; as well as to Article 19, Sections 15301, 15301(a), 15304(b) and 15311 of California CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk upon Board approval.

FISCAL IMPACT

Aside from the release of the funds in the security deposit account for use on the Project as described in this Report, RAP's General Fund will not be impacted by the new agreement or the Project. The majority of the funds will come from funds already approved by the Mayor and City Council or the Los Angeles County Proposition A Grant obtained by The Wall.

STRATEGIC PLAN INITIATIVES AND GOALS

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

Goal No.4: Actively Engage Communities

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Outcome No. 1: The interests and needs of the City's diverse population better inform decision making.

Key Metric: In partnership with community based organizations, park advisory boards, and other partners, implement an annual park survey process to track usage, user and resident views on parks, and stakeholder priorities for the park system.

Result: The Wall would continue to improve, operate and maintain the Memorial that is serving residents within a walkable distance of the park.

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

LIST OF ATTACHMENTS/EXHIBITS

- 1) Exhibit A – Map of Lincoln Park
- 2) Exhibit B – Map of AIDS Memorial
- 3) Exhibit C – Project renderings and Plans
- 4) Resolution
- 5) Proposed Agreement

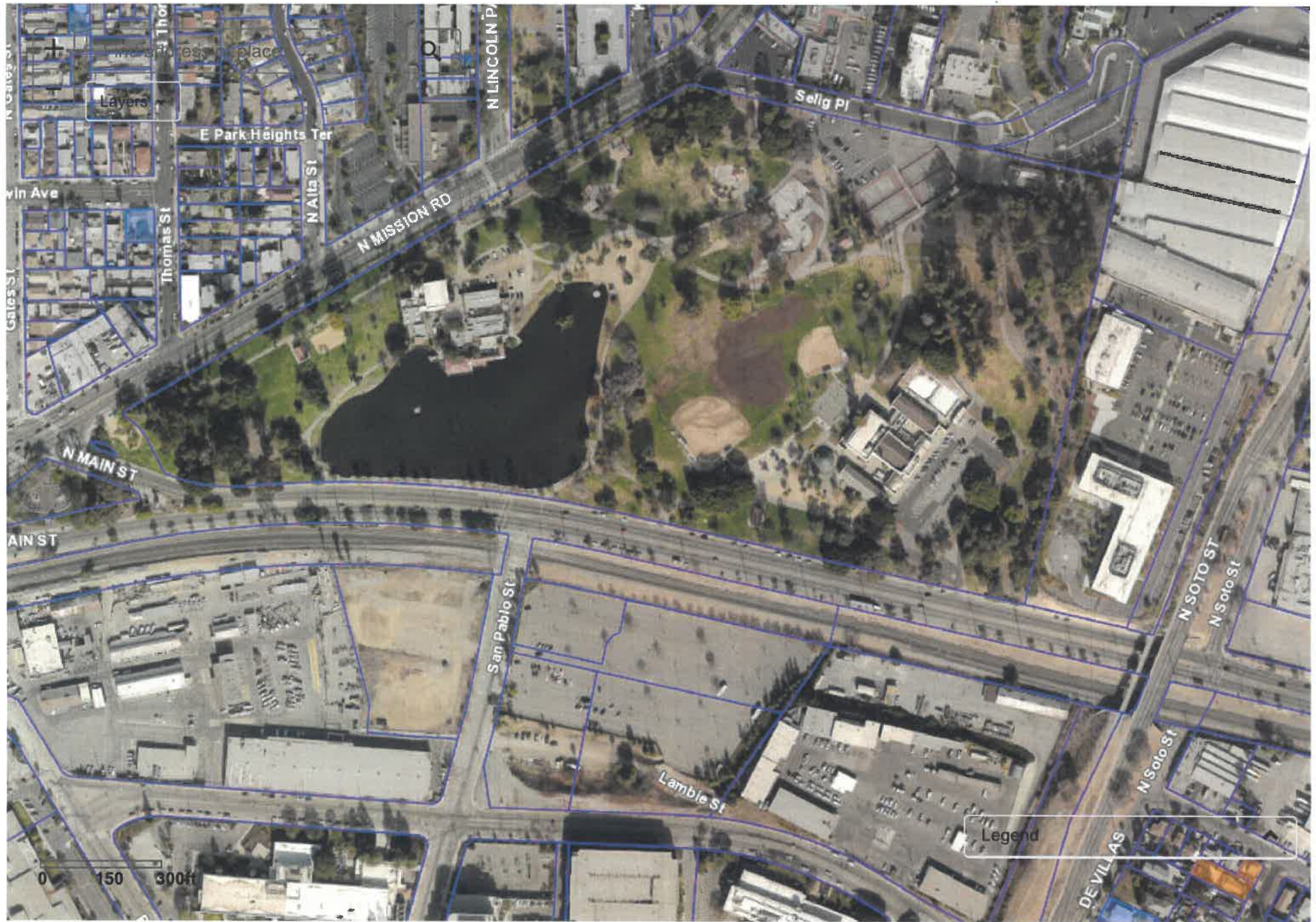


Exhibit A



The Wall: Las Memorias
AIDS Monument



THE WALL
Las Memorias

an
group

Project: The Wall Las Memorias

vision
Development Group



plan view

MISSION ROAD



- 1 EXISTING MEMORIAL. SCULPTURE.
RETAIN AND PROTECT IN PLACE.
- 2 EXISTING MEMORIAL DONOR WALLS.
RETAIN AND PROTECT IN PLACE.
- 3 ACCEPOT POT BY OLD TOWN FIBERGLASS
SEE DETAIL 'D', SHEET L-9.
STYLE: BALBOA
MODEL: BB4242
COLOR: BRIGHT YELLOW
CONTRACTOR TO SUPPLY COLOR SAMPLE
FOR APPROVAL PRIOR TO ORDERING
- 4 PRECAST CONCRETE BENCH.
AVAILABLE FROM QCP
CUSTOM DESIGN
CONTRACTOR TO PROVIDE
SHOP DRAWINGS
- 5 CONCRETE PAVING. SEE DETAIL 'B', SHEET L-9.
COLOR: NATURAL GRAY
FINISH: SEEDED MICA AND TOP CAST FINISH NO. -00
- 6 CONCRETE PAVING. SEE DETAIL 'B', SHEET L-9.
COLOR: DAVIS MESA BUFF
FINISH: SEEDED MICA AND TOP CAST NO. -04
BLACK MEXICAN BEAD PEBBLE
SEE DETAIL 'A', SHEET 10
1" x 2" SET ON EDGE IN
CONCRETE MORTAR AND
- 8 QCP CONCRETE PAVERS. SEE DETAIL 'C', SHEET L-9.
COLOR: RED-14-384
PATTERN: MESA
AVAILABLE FROM QCP 888-703-3434
- 9 QCP CONCRETE PAVERS. SEE DETAIL 'C', SHEET L-9.
COLOR: BLUE-18-013
PATTERN: ALISO
AVAILABLE FROM QCP 888-703-3434
- 10 QCP CONCRETE PAVERS. SEE DETAIL 'C', SHEET L-9.
COLOR: YELLOW-14-107
PATTERN: WAVE
AVAILABLE FROM QCP 888-703-3434
- 11 QCP CONCRETE PAVERS. SEE DETAIL 'C', SHEET L-9.
COLOR: GREEN-14-690
PATTERN: JOG LINE
AVAILABLE FROM QCP 888-703-3434
- 12 QCP CONCRETE PAVERS. SEE DETAIL 'C', SHEET L-9.
COLOR: RUST-12-053
PATTERN: HEXED
AVAILABLE FROM QCP 888-703-3434
- 13 QCP CONCRETE PAVERS. SEE DETAIL 'C', SHEET L-9.
COLOR: ADAMS-TAUPE
TEXTURE: CRAFTSMAN ETCH
PATTERN: ALISO
AVAILABLE FROM QCP 888-703-3434
- 14 PARASOL PANEL MOUNTED ON BACK SIDE OF
MONUMENT. SEE DETAIL 'F', SHEET L-0
- 15 CONCRETE MONUMENT. SEE DETAIL 'A', SHEET L-9.
INSCRIPTION IN CONCRETE. SEE DETAIL 'E', SHEET L-9.
- 17 EXISTING PARK LIGHTS TO REMAIN AND BE PROTECTED
IN PLACE
- 18 EXISTING PARK SECURITY CAMERA AND POLES TO
REMAIN AND BE PROTECTED IN PLACE. NEW CAMERAS
WIRING TO BE BID AS ALTERNATE ITEM. (2) TOTAL
- 19 MAYA LYN STONES COFFEE TABLE
COLOR: WHITE
BY: DESIGN WITHIN REACH
ITEM NUMBER: 1447
- 20 MAYA LYN STONES SEAT
COLOR: WHITE
BY: DESIGN WITHIN REACH

SCALE: 1" = 10'-0"



DEPARTMENT OF RECREATION AND PARKS
 A.G.M. RAMON RAFAJAS
 GENERAL MANAGER MICHAEL A. SKILL
 PROJECTS AND REPORTS DEPT. CHAIRMAN
 DATE



PROJECT NAME:

THE WALL LAS MEMORIAS

ADDRESS:

**OFFICE: 5619 MONTE VISTA ST.
LOS ANGELES, CA 90042**

REVISIONS:	DATE
Δ	
Δ	
Δ	
Δ	
Δ	
Δ	

PLAN NAME:
**CONSTRUCTION
PLAN**

DRAWN BY: LR	APPROVED BY: PC
TITLE: W.O. NO.	ISSUE DATE: FILE NO.

TYPE/VALUES N/C

L-4

REVISION DATE: 11/07/2019 9:00 AM FILE: Z:\CAM\01\2227\01.TM

THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

GENERAL MANAGER: MICHAEL A. SHULL

A G M: RAMON BARRAJAS

DATE: _____

IC: NO _____

FL: NO _____

CO: 11/11/96 BY _____



PROJECT NAME: THE WALL LAS MEMORIAS

ADDRESS: OFFICE: 5619 MONTE VISTA ST.
LOS ANGELES CA 90048

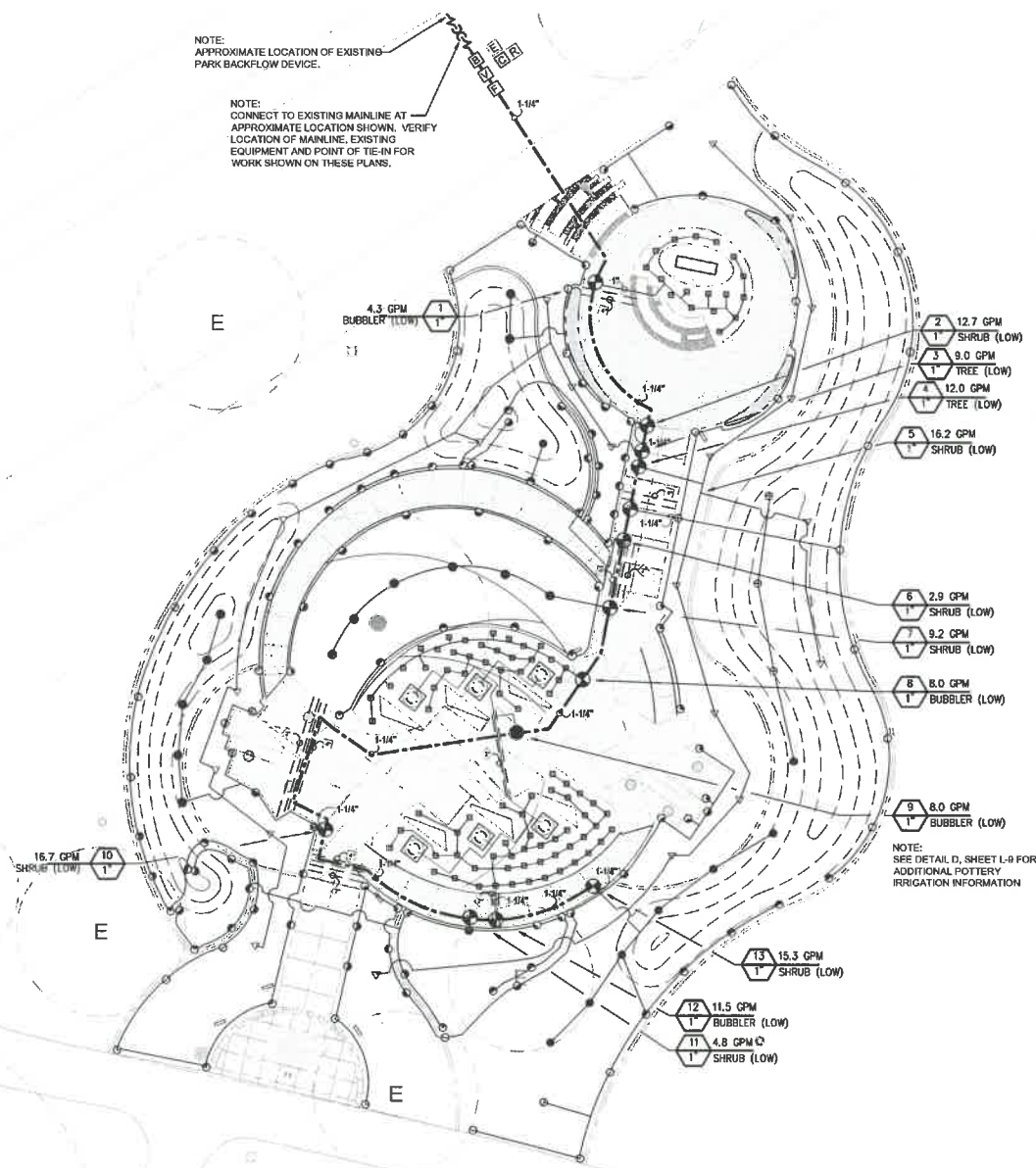
REVISIONS:	DATE
△	
△	
△	
△	
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PLAN NAME:
**IRRIGATION
PLAN**

DESIGNED BY: LR	APPROVED BY: PC
DATE: 11-10-01	REVISION DATE:
W.D. NO.	FILE NO.

DRAWING NO.
L-12

SHEET 12 OF 25 SHEETS



GENERAL NOTES

1. IRRIGATION SLEEVES SHOWN FOR MAJOR STREET AND DRIVEWAY CROSSINGS FOR CLARITY ONLY. SLEEVES TO BE MINIMUM 2X DIAMETER OF PIPE SLEEVES. ALL MAINLINE SHALL BE ACCOMPANIED WITH A MINIMUM 2-INCH DIAMETER SLEEVE. SLEEVES TO EXTEND MINIMUM 12 INCHES BEYOND PAVING OR HARDSCAPE TO ACCESS. INSTALL SLEEVING BELOW PAVING, HARDSCAPE, ETC.
2. THE IRRIGATION SYSTEM WAS DESIGNED FOR A STATIC WATER PRESSURE OF 70 PSF. VERIFY EXISTING STATIC WATER PRESSURE PRIOR TO COMMENCING WORK. IF STATIC WATER PRESSURE IS LESS THAN THE 70 PSF NOTIFY THE DISTRICT REPRESENTATIVE IMMEDIATELY FOR DIRECTION ON HOW TO PROCEED.
3. EXISTING IRRIGATION NOT AFFECTED BY NEW CONSTRUCTION SHALL REMAIN AND BE PROTECTED IN PLACE. EXISTING IRRIGATION SHALL REMAIN OPERATIONAL DURING THE CONSTRUCTION PHASE. DAMAGED EQUIPMENT DURING CONSTRUCTION SHALL BE REPLACED WITH LIKE-KIND EQUIPMENT.
4. EXISTING PARK SITE IS CONNECTED TO A DOMESTIC WATER SERVICE.
5. ELECTRICAL CONTROL VALVES AND ISOLATION VALVE LOCATIONS ON THESE DISTRICT ARE APPROXIMATE. STAKE OUT EACH ELECTRICAL CONTROL VALVE AND ISOLATION VALVE LOCATION FOR REVIEW AND APPROVAL BY THE DISTRICT REPRESENTATIVE PRIOR TO INSTALLATION OF ALL VALVES. MINOR MODIFICATIONS OF ELECTRICAL CONTROL VALVES AND ISOLATION VALVE LOCATIONS IS REQUIRED TO ACCOMMODATE THE STAKE OUT. NO REPAIRS TO BE PROVIDED AT NO ADDITIONAL COST. VALVES SHALL BE INSTALLED THREE FEET FROM EDGE OF HARDSCAPE, WALD OR CURBS IN SHRUB PLANTING AREAS. EXISTING VALVES SHALL BE PROTECTED IN PLACE.

KEYNOTES

1. TIE INTO EXISTING 2" PVC IRRIGATION MAINLINE AT APPROXIMATE LOCATIONS SHOWN. VERIFY LOCATION IN FIELD PRIOR TO CONSTRUCTION. IF ANY OF THE POC INFORMATION SHOWN ON THESE DRAWING IS FOUND TO BE DIFFERENT THAN THE ACTUAL POC INFORMATION GATHERED IN THE FIELD, IMMEDIATELY NOTIFY THE ENGINEER. SHOULD THE CONTRACTOR FAIL TO VERIFY THE POC INFORMATION ANY CHANGES REQUIRED BY LOW PRESSURE OR VOLUME SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

STATIC WATER PRESSURE:	70 PSI
DESIGN WATER PRESSURE:	40 PSI
MAXIMUM SYSTEM DEMAND:	16.7 GPM
RESIDUAL WATER PRESSURE:	7.8 PSI
SET MASTER VALVE PRESSURE REGULATOR TO:	N.A.

PRESSURE LOSS CALCULATIONS ARE FOR LIMITS OF WORK SHOWN ON THESE PLANS ONLY AND DO NOT INCLUDE CALCULATIONS FOR EXISTING SYSTEMS OUTSIDE CURRENT LIMITS OF WORK.

VALVE IDENTIFICATION KEY

CONTROLLER DESIGNATION

VALVE STATION NUMBER

VALVE G.P.M.

VALVE SIZE

HYDROZONE SQFT (IF APPLICABLE)

NUMBER OF SMITERS (IF APPLICABLE)

The diagram shows a valve symbol (a circle with a cross) with the following labels and dimensions:

- 1A (Controller Designation)
- 9.2 (Valve G.P.M.)
- 3/4" (Valve Size)
- 550 (Hydrozone SQFT)
- 238 (Number of Smiters)

1 1/4" SLEEVE	1-4 WRES	1 1/2" PIPE
1 1/2" SLEEVE	5-10 WRES	3/4" PIPE
2" SLEEVE	11-20 WRES	1" PIPE
2 1/2" SLEEVE	21-30 WRES	1 1/4" PIPE
3" SLEEVE	31-40 WRES	1 1/2" PIPE
4" SLEEVE	41-60 WRES	2" PIPE
6" SLEEVE	61-99 WRES	2 1/2"/3" PIPE
8" SLEEVE	100+ WRES	4" PIPE
10" SLEEVE	N/A	6" PIPE

LANDSCAPE QUANTITIES

LOW WATER USE LANDSCAPE AREA: 20,001 S.F.
HIGH WATER USE LANDSCAPE AREA: 0 S.F.
TOTAL IRRIGATED LANDSCAPE AREA: 20,001 S.F.



**LANDSCAPE
ARCHITECTURE**
3151 AIRWAY AVE, SUITE J-3
COSTA MESA, CA
U. S. A. 92626
PH: 714.754.7311

REVISION DATE: 2/7/2019 4:16 PM FILE: Z:\WORK\12227-03 THE WALL LAB MEMORANDUM\JVS\COMMENTS\12227-01 LP.DWG

MISSION ROAD

A-1,110
4/10 + 1/10 CU GND.-1" C.

EXISTING WALK

EXISTING MAIN/METER PEDESTAL WITH
INTEGRAL LOAD CENTER, 100A,
120/240V 1PH 3W, NEMA 3R
WEATHERPROOF PER SINGLE LINE
DIAGRAM AND PANEL SCHEDULE

A-2,415
4/10 + 1/10 CU GND.-1" C.

TYPICAL FOR 3

TYPICAL FOR 3

EXISTING WALK

GENERAL NOTE

CONTRACTOR SHALL VERIFY WITH ENGINEER AS TO
THE EXACT LOCATION OF ALL NEW UNDERGROUND
STRUCTURES, INDICATED LOCATION OF NEW
TRENCHES AND ALL NEW ABOVE GRADE EQUIPMENT
PRIOR TO COMMENCEMENT OF ANY AND ALL
CONSTRUCTION OR EXCAVATION.

PLAN NOTES

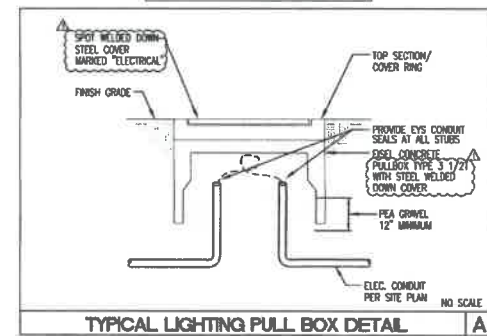
1. CONDUITS TO BE MINIMUM 30" BELOW FINISH GRADE. INSTALL IN
COMMON TRENCH WHEREVER PRACTICABLE.
2. PROVIDE TWO (2) PULL WIRES IN ALL EMPTY CONDUITS.
3. PROVIDE EASILY IDENTIFIABLE MARKERS AT ALL CONDUIT STUBS.
4. VERIFY EXACT LOCATION OF ALL EQUIPMENT WITH ENGINEER
PRIOR TO ROUGH-IN.
5. ROUTE CONDUIT IN TURE/DIRT AREAS WHEREVER POSSIBLE.
COORDINATE ROUTING AND PULLBOXES WITH TREES, FOOTINGS
AND PLANTING PLAN, TYPICAL FOR ALL.
6. PVC CONDUIT SHALL HAVE GROUND CONDUCTOR, TYPICAL FOR ALL.
7. FIELD QUESTIONS SHALL BE DIRECTED TO ENGINEER OR PARKS &
RECREATION CONSTRUCTION MANAGER REPRESENTATIVE.
8. COORDINATE (1) 2" C. WITH PULL CORD TO IRRIGATION CONTROLLER
LOCATION.
9. PROVIDE IN BD POWER SUPPLY, FIELD WIRING PROVISIONS AND ALL
CONNECTIONS, MOUNTING & SUPPORTS FOR PROTECTED, INGRADE
PULLBOX MOUNTING OF LOW VOLTAGE TRANSFORMER FOR LOW
VOLTAGE UPLIGHTS AND LOW VOLTAGE WIRING CONNECTIONS.
COORDINATE WITH MANUFACTURER PRIOR TO ORDERING.
10. LOCATE FIXTURE RECESSED IN CONCRETE "WEDGE" STRUCTURE, REFER TO
FIXTURE TYPE "C" MOUNTING DETAIL, SHEET E-3.
11. LOCATE FIXTURE RECESSED IN CONCRETE INGRADE STRUCTURE, REFER TO
FIXTURE TYPE "D" MOUNTING DETAIL, SHEET E-3.
12. LOCATE WEATHERPROOF, GFCI DUPLEX RECEPTACLE IN LEANER LOCKING
STAINLESS STEEL ENCLOSURE AT REAR OF BENCH. PROVIDE CONCRETE PAD
AND ALL WORK REQUIRED FOR A SMALL PEDESTAL-STYLE ENCLOSURE.
SUBMIT ENCLOSURE TO ENGINEER FOR REVIEW AND APPROVAL, PRIOR
TO ORDERING.
13. LOCATE FIXTURE RECESSED IN CONCRETE INGRADE STRUCTURE, REFER TO
FIXTURE TYPE "E" MOUNTING DETAIL, SHEET E-3.
14. ALL PULLBOXES SHALL BE EASEL ELECTRICAL TYPE 3 1/2" WITH STEEL
COVER. SPOT WELD COVER TO FRAME UPON COMPLETION OF TESTING AT
COMPLETION OF PROJECT. SEE PULLBOX FOR CODE COMPLIANCE AND
AS REQUIRED TO ACCOMMODATE NECESSARY EQUIPMENT THEREIN. PROVIDE
SUBMITTAL FOR REVIEW & APPROVAL PRIOR TO ORDERING.

SYMBOLS & DESCRIPTION

- ⊕ BOLLARD: SEE FIXTURE SCHEDULE
- LED WALL WASH LIGHT: SEE FIXTURE SCHEDULE
- ⬆ UP LIGHT: SEE FIXTURE SCHEDULE

LIGHTING SYMBOL KEY

- ⬆ FIXTURE NAME/DESIGNATION
WATTAGE
- REFER TO FIXTURE SCHEDULE, SHEET E-3



TYPICAL LIGHTING PULL BOX DETAIL A

nuvis

LANDSCAPE
ARCHITECTURE
3151 AIRWAY AVE. SUITE J-3
COSTA MESA, CA
U.S.A. 92626
PH: 714.754.7311

SCALE: 1" = 10'-0"



THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
GENERAL MANAGER: MARILYN A. BIRILL
PROJECT MANAGER: CHRISTOPHER A. CHADDOE
DATE: 10/10/2010
DRAWN BY: J. BERRY



PROJECT NAME:
THE WALL LAS MEMORIAS
ADDRESS:
OFFICE: 3819 MONTE VISTA ST.
LOS ANGELES, CA 90042

REVISIONS:	DATE:
Δ	
Δ	
Δ	
Δ	
Δ	

PLAN NAME:
ELECTRICAL
SITE PLAN

DRAWN BY: LR	APPROVED BY: PC
SCALE: DATE:	DATE:
W.D. NO:	FILE NO:
DRAWING NO: E-1	
SHEET 21 OF 26 SHEETS	

RESOLUTION NO. _____

WHEREAS, the Department of Recreation and Parks (RAP) owns a 42.81 acre park located at 3501 E. Valley Boulevard in Lincoln Heights which is commonly known as Lincoln Park (Park);

WHEREAS, in 2003, the Board of Recreation and Park Commissioners (Board), approved the construction of the AIDS Memorial (Memorial) by the Wall Las Memorias (The Wall), a community health and wellness organization dedicated to Human Immunodeficiency Virus/ Acquired Immune Deficiency Syndrome (HIV/AIDS) awareness, on an approximately nine (9) acre portion of the Park in remembrance of those who have died from complications related to HIV/AIDS;

WHEREAS, in 2003, the Board, through Board Report No. 03-94, approved an agreement for the construction, operation and maintenance of the Memorial with The Wall, which was executed in 2004;

WHEREAS, the current agreement with The Wall expired in March 2019 and The Wall intends to continue to operate and maintain the Memorial in the Park, at its own cost, and has proposed to implement an approximately \$873,000.00 rehabilitation and enhancement project (Project) on the Memorial;

WHEREAS, the Mayor's Office and Council District One (1) have made Five hundred thousand dollars (\$500,000.00) available to RAP's budget to fund the Project;

WHEREAS, The Wall has been awarded a Three hundred fifty thousand dollars (\$350,000.00) Los Angeles County Proposition A Grant, of which, up to Two hundred fifty thousand dollars (\$250,000.00) is available for the Project;

WHEREAS, The Wall, with the support of Council District One (1), has requested that the Board authorize RAP's Chief Accounting Officer to make technical adjustments to the Security Deposit Account for the Memorial that will allow the inclusion of interest earned from the original Ninety-seven thousand dollar (\$97,000.00) deposit, in an amount not to exceed Twenty-six thousand dollars (\$26,000.00), which would bring the total amount in the Security Deposit Account to One hundred twenty-three thousand dollars (\$123,000.00) and that this total amount be released as a Security Deposit and be made available to the Project.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Recreation and Park Commissioners (Board) approves a proposed Agreement between The Wall and the City for the renovation, maintenance and operation of the Memorial for a term of ten (10) years in the form approved by the Board in the report adopting this Resolution (Report) and subject to the approval of the City Attorney's Office as to form (Agreement); and,

BE IT FURTHER RESOLVED, that the Board approves the proposed Eight hundred seventy-three thousand dollar (\$873,00.00) rehabilitation Project in accordance with the details set forth in the Report; and,

BE, IT FURTHER RESOLVED, the Board President and Secretary are authorized to execute the final Agreement, subject to the approval of the City Attorney as to form, and the approval of the City Council; and,

BE IT FURTHER RESOLVED, that RAP's Chief Accounting Officer be authorized to make technical corrections to the Security Deposit Account that will allow the inclusion of interest earned from the original Ninety-seven thousand dollar (\$97,000.00) deposit for the Memorial, in an amount not to exceed Twenty-six thousand dollars (\$26,000.00), which will bring the total amount in the Security Deposit Account to One hundred twenty-three thousand dollars (\$123,000.00) and that this total amount be released from the Security Deposit Account and be made available to the Project; and,

BE IT FURTHER RESOLVED, that RAP's Chief Accounting Officer be authorized to make technical corrections related to the disposition of the various funds available to the Project to effectuate the intent of completing the Project.

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

Iris Davis, Secretary

Resolution No. ____

AGREEMENT SUMMARY
BETWEEN THE CITY OF LOS ANGELES,
DEPARTMENT OF RECREATION AND PARKS
AND
THE WALL LAS MEMORIAS
FOR THE RENOVATION, MAINTENANCE AND OPERATION
OF THE WALL LAS MEMORIAS MEMORIAL AT LINCOLN PARK

For information purposes only - not part of Agreement

REPORT NO: 19-xxx
APN NO.: Current APN is 5211-021-901
CF NO.: _____
Council
Council
Approval Date: _____

PREMISES: Lincoln Park
ADDRESS: 3501 Valley Boulevard
Los Angeles, CA 90031

City
ATTORNEY
SIGNATURE: _____
City Attorney/

CITY: _____
Department of Recreation and Parks/Cid Macaraeg

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

AGENCY: The Wall Las Memorias, a California non-profit organization

TERM: 10 Years, commencing upon execution of Agreement.

RENT: The Wall Las Memorias will renovate The Wall Las Memorias Memorial with funds from a grant from the Los Angeles County Regional Park and Open Space District of the County of Los Angeles and with funds budgeted in the department for The Wall Las Memorias. It is understood and agreed that the consideration for this Agreement will be the public benefit to be realized from the renovation, maintenance and operation of The Wall Las Memorias Memorial. It is also understood Agency will bear the costs of its operation and maintenance.

AGREEMENT SUMMARY
 BETWEEN THE CITY OF LOS ANGELES,
 DEPARTMENT OF RECREATION AND PARKS
 AND
 THE WALL LAS MEMORIAS
 FOR THE RENOVATION, OPERATION AND MAINTENANCE
 OF THE WALL LAS MEMORIAS AT LINCOLN PARK

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AGREEMENT
BETWEEN THE CITY OF LOS ANGELES,
DEPARTMENT OF RECREATION AND PARKS
AND
THE WALL LAS MEMORIAS
FOR THE RENOVATION, MAINTENANCE AND OPERATION
OF THE WALL LAS MEMORIAS MEMORIAL AT LINCOLN PARK

ARTICLE 1. BASIC AGREEMENT PROVISION

1.1 Parties. This Renovation, Maintenance and Operation Agreement ("Agreement") is entered into on _____, 20__, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS ("City"), and THE WALL LAS MEMORIAS, a California non-profit organization ("Agency").

1.2 Recitals.

1.2.1 The City of Los Angeles controls a portion of land, known as Lincoln Park ("Park"), located at 3501 Valley Boulevard, Los Angeles, CA 90031. The Park is under the management and control of the Board of Recreation and Park Commissioners ("Board") of the City of Los Angeles. Located within the Park is The Wall Las Memorias Memorial ("Memorial"); and

1.2.2 Agency is a non-profit organization organized for the purpose of educating the Latino community about HIV/AIDS issues; and

1.2.3 City and Agency desire to enter into this Agreement for the renovation, maintenance and operation of the Memorial. This Agreement shall set forth the duties, obligations, responsibilities, aims, and goals of the parties; and this Agreement expressly authorizes the renovation, operation and maintenance of the Memorial to the Agency in accordance with the terms and conditions contained herein.

1.2.4 NOW, THEREFORE, in consideration of the above recitals and the covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

1.3.1 Agency. The defined term "Agency" shall mean The Wall Las Memorias, a California non-profit organization.

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

1.3.3 City. The defined term "City" shall mean the City of Los Angeles. Except where clearly and expressly provided otherwise in this Agreement, any action to be taken by City may be taken for City by the General Manager as defined in Paragraph 1.3.5. Except where clearly and expressly provided otherwise in this Agreement, the capacity of the City of Los Angeles in this Agreement shall be as owner of the Park and Memorial, and any benefits, obligations, or restrictions conferred or imposed by this Agreement on City shall be limited to that capacity and shall not relate to or otherwise affect any activity of the City of Los Angeles in its governmental capacity, including, but not limited to, enacting laws, inspecting structures, reviewing and issuing permits, and all other legislative, administrative, or enforcement functions of the City of Los Angeles pursuant to federal, state, or local law.

1.3.4 Department. The defined term "Department" shall mean the Department of Recreation and Parks for the City of Los Angeles.

1.3.5 Execution Date. The defined term "Execution Date" shall mean the date the Office of the City Clerk of Los Angeles attests this Agreement.

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

1.3.7 Memorial. The defined term "Memorial" shall be the area of Lincoln Park, as more particularly described and designated as "The Wall Las Memorias" in Exhibit A attached hereto and incorporated herein by this reference.

1.3.8 Park. The defined term "Park" shall be Lincoln Park, located at 3501 Valley Boulevard, Los Angeles, CA 90031.

ARTICLE 2. TERM

2.1 Term. The term of this Agreement (the "Term") shall be for ten (10) years, commencing on the Execution Date and ending on the 10th anniversary of the Execution Date.

2.2 Use of Memorial. Agency has no rights to use, operate or maintain the Memorial or any part thereof beyond the expiration or earlier termination of this Agreement.

ARTICLE 3. CONSIDERATION

3.1 Use as Memorial. The Memorial shall be used by the Agency solely for functions and activities directly related to and necessary to renovate, maintain and operate The Wall Las Memorias Memorial, hereinafter referred to as "Memorial", to honor those community members who have died of HIV/AIDS and to educate the public on HIV/AIDS issues.

3.2 Use for Renovation and Maintenance. Agency will renovate and maintain the Memorial, in accordance with design plans which have been approved by RAP prior to the commencement of such activities. Such plans include, without limitation, the plans set forth in Exhibit D of this Agreement. Agency shall timely submit to RAP for approval a plan for the regular maintenance of the Memorial no later than upon completion of the renovations set forth in Exhibit D of this Agreement.

3.3 Services to be Provided. No other use whatsoever shall be made of the Memorial without the written consent of the City. Said services shall be provided by Agency on a non-profit charitable basis, such operation enabling Agency to maintain its tax-exempt status under Article 13, Section 4(B) of the Constitution of the State of California, and the statuses adopted to implement that section.

3.4 Consideration. The consideration for this Agreement shall be the Agency's promise to renovate, maintain and operate the Memorial at no expense to the City for the purposes set forth in Article 5 and for no other purposes, and (b) Agency's promise to abide by and fully comply with the other provisions and conditions of this Agreement.

ARTICLE 4. GRANT OF PERMISSION

4.1 Grant of Permission. The City hereby grants the renovation, maintenance and operation of the Memorial to the Agency in accordance with the terms and conditions contained herein. Agency represents that Agency has inspected the Memorial, and accepts the Memorial in the condition that exists as of the Execution Date of this Agreement.

ARTICLE 5. USE OF MEMORIAL

5.1 Use. City grants Agency permission to renovate, maintain and operate the Memorial as set forth herein, for organized educational activities. The Memorial shall be used for park and recreational uses only. Such use shall be consistent with the purposes of this Agreement and shall be compatible with the Department's use and requirements for the Memorial. Agency shall submit to RAP for approval a schedule for Agency's use of the Memorial.

5.1.1 Memorial Operations and Use. Agency shall use the Memorial for the operation of free educational programs for the general public. The Memorial shall be open to the public.

ARTICLE 6. ALTERATIONS AND IMPROVEMENTS

6.1 Alterations. No structure or improvement shall be constructed or maintained, nor shall Agency make any improvements, alterations or additions (collectively "Alterations") without the prior written consent and approval of the plans by the General Manager and the Board, which approval shall not be unreasonably withheld or delayed. The entire cost of such Alterations shall be paid by Agency, including design costs and fees related thereto. In granting approval, City may require the Alterations to be so designed and constructed to allow either the Memorial to be restored to its previous condition at the termination of this Agreement or to allow the structures to be usable by City. Any other approval, permit, or inspection requirements, are in addition to the approval of the General Manager and the Board and shall be obtained for Alterations where required by law.

6.2 "As Built" Drawings. For any Alterations requiring building plans to be prepared and approved, after completion thereof, Agency shall submit to City reproducible "as built" drawings of all Alterations constructed on the Memorial with the sole exception of any security systems.

6.3 No Creation Of Liability. Nothing contained herein shall be construed or deemed to create any obligation or liability, including without limitation liability as a guarantor or surety,

on the part of the City with respect to any Alterations constructed from time to time on the Memorial, or any plans or specifications, construction contracts, financing or other matter, instrument or document of any nature whatsoever relating to such Alterations. City is not and shall at no time be liable to any creditor of Agency or any other persons occupying any part of the Memorial or the Alterations thereon as a sublessee, licensee or otherwise or to any claimant against the estate or property of Agency or such other occupants for any of their debts, losses, contracts or other obligations except under this Agreement. The relationship between the City and Agency is solely that of licensor and Agency and is not and shall not be deemed a partnership or joint venture.

ARTICLE 7. COMPLIANCE WITH ALL LAWS AND REGULATIONS

7.1 Federal, State And Local Laws. Agency agrees that in achieving its goals as set forth in this Agreement, it will comply with all applicable laws, ordinances, rules and regulations enacted or promulgated or which are enacted or promulgated in the future by the City of Los Angeles, the County of Los Angeles, the State of California, and the Federal Government, including any labor and wage laws of the State of California applicable to Public Works Wages. Agency will ensure that each employee and volunteer of Agency working on the Memorial shall have passed the Agency's background check if the individual has supervisory or disciplinary authority over any minor.

7.2 Compliance With Americans With Disabilities Act. Agency agrees that as between Agency and City, Agency shall be responsible for compliance, including all costs of compliance, with the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.) and any and all other federal, state, and local laws related to the accessibility of the Memorial to persons with disabilities.

7.3 Right Of Entry. City, General Manager, and their authorized representatives, agents and employees shall have the right to enter upon the Memorial at any and all reasonable times within operating hours for the purposes of inspection and observation, and for determining Agency's compliance with Article 9 of this Agreement. City shall endeavor to conduct such inspections and observations in a manner calculated to minimize disruption to the use and enjoyment of the Memorial by Agency, its employees, and patrons. Said inspections may be made by persons identified to Agency as City employees or by independent contractors engaged by City. Inspections shall be made with two (2) days' prior notice during operating hours (except in the case of emergency, where no notice is required).

7.4 Operating Permits And Licenses. Agency shall obtain, at its sole expense, any and all permits or licenses that may be required in connection with its operations including, but not limited to, tax permits, business licenses, health permits, building permits, use permits, fire permits, police permits, and any other permits required by applicable governmental agencies.

ARTICLE 8. INSURANCE

8.1 Insurance. Prior to the occupancy of the Memorial, Agency shall furnish the City with evidence of insurance from insurers (i) reasonably acceptable to City, and (ii) approved to write surplus lines in the State of California or licensed to do business in the State of California, on a form reasonably acceptable to the City Administrative Officer, Risk Management for the following coverages and minimum limits of insurance (as summarized on Exhibit B attached to this Agreement) which shall be maintained by Agency at its sole cost and expense throughout the Term of this Agreement.

8.1.1 General Liability Insurance. Agency shall obtain Commercial General Liability insurance with coverage for Memorial and Operations, Products and Completed Operations, Blanket Contractual Liability, Broad Form Property Damage, and Personal Injury coverages included and shall provide for total limits of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit for bodily injury and property damage. Umbrella or Excess Liability coverages may be used to supplement primary coverages to meet required limits. Such insurance shall conform to City requirements established by Charter, ordinance or policy and be in a form reasonably acceptable to City Administrative Officer, Risk Management and provide for the following:

8.1.1.1 Include City, its boards, officers, agents and employees as additional insureds for the development, operation and maintenance of the Memorial and all activities and insured risks related thereto.

8.1.1.2 That the insurance is primary and not contributing with any other insurance maintained by the City of Los Angeles.

8.1.1.3 That the policy includes a Severability of Interest or Cross-Liability clause such as "The policy to which this endorsement is attached shall apply separately to each insured against whom a claim is brought, except with respect to the limits of the company's liability."

8.1.1.4 With respect to the interests of City, if an insurance company elects to cancel insurance before the stated expiration date, or declines to renew in the case of a continuous policy, or materially reduces the coverage period by changing the retroactive date (if any), or the extended discovery period (if any), or reduces the stated limits other than by impairment of an aggregate limit, or materially reduces the scope of coverage which affects City's interest, the company will provide City at least thirty (30) days prior written notice of such election. In addition to the persons and addresses required notice pursuant to Section (page), notice will be made by receipted delivery addressed as follows: City Administrative Officer, Risk Management, City Hall East, Room 1240, 200 North Main Street, Los Angeles, California 90012, or at such address as City may, from time to time, specify by written notice. It is understood, however, that such notice to City shall not affect the company's right to give a lesser notice to Agency in the event of nonpayment of premium.

8.1.1.5 Coverage of Improvements. At all times during the Term of the Agreement or any extension of the Agreement, with respect to any improvements made by Agency on the Memorial ("Improvements"), Agency shall, at its sole cost and expense, cause to be provided and kept in force and effect insurance policies, naming City as an additional insured, against loss or damage to the Improvements, in amount consistent with what a prudent operator of a comparable building would carry providing replacement cost coverage for perils typically insured against in a California standard form fire insurance policy. The replacement cost of the Improvements shall be determined in accordance with the standard practices of the insurance industry and evidenced by the certificate of the insurance company or companies issuing such insurance at the time the policy or policies are obtained. Such coverage is not expected to respond to the active negligence of the City. The City is to be named a Loss Payee As Its Interest May Appear in the property insurance in which the City has an interest, eg., as a lien holder. The General Manager shall have the ability, from time to time, to re-determine the valuation of the Improvements.

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

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

8.1.1.8 Adjustment of Insurance Levels. City reserves the right at any time during the Term of this Agreement, at its sole discretion applying generally accepted Risk Management principles, to change the amounts and types of insurance required hereunder effective at the renewal date of insurance then in effect (in no case more than one year from the written notice) by giving ninety (90) days written notice provided that such amounts and/or types shall be reasonably available to at commercially reasonable premiums.

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

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

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

8.3 Failure To Maintain Insurance. Agency's failure to procure or maintain required insurance or self-insurance programs shall constitute a material breach of this Agreement under which City may immediately terminate this Agreement, or, at its discretion, procure or renew such insurance to protect City's interest and pay any and all premiums in connection therewith, and recover all monies so paid from Agency. If City elects to terminate this Agreement, Agency agrees to immediately cease all operations and activities under this Agreement and to peacefully surrender the Memorial.

8.4 INTENTIONALLY OMITTED

8.5 Indemnification. Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **AGENCY** 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, 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 whatsoever, for death or injury to any person, including **AGENCY'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **AGENCY**, its contractor(s) or subcontractor(s), or its board, 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.

ARTICLE 9. MAINTENANCE, OPERATION AND SECURITY

9.1 Maintenance and Operation of Memorial. Agency agrees to operate and maintain, or cause others to maintain and operate, at Agency's sole cost and expense, the Memorial in a condition that at a minimum conforms to the standard of maintenance described in Paragraph 9.2 of this Agreement, during the entire term of this Agreement. Operation and maintenance duties shall include but are not limited to maintenance and repair of the electrical systems, lighting, electronic equipment, structures, trash collection, and security within the Memorial (as applicable).

9.2 Standard. City and Agency desire the Memorial and the Park to be operated and maintained in a condition so they can be safely used for the operation of educational public programs and related uses. The condition and state of repair covering the Memorial, shall at all times be, without limitation, as follows: Secured and watertight and safe and free from hazard; free from unsightly signs, displays, markings, and graffiti; free from litter, debris and dead leaves; walkways, fencing and landscaping in neat and safe condition; and all areas in such condition as not to detract from the surrounding neighborhood.

9.3 Safety Requirements and Correction of Deficiencies. Agency shall provide for the safety of its employees, co-operators, and the general public in their use of the Memorial under this Agreement. Agency shall promptly correct all safety deficiencies and violations of safety practices in the Memorial of which it has knowledge and shall cooperate fully with City in the investigation of accidents occurring at the Memorial.

Agency shall take steps to ensure that all accidents involving personal injury and/or property damage and fires occurring within the Memorial of which Agency has actual knowledge are reported immediately to General Manager. In the event of injury to a patron or customer, Agency shall use its best efforts to contact the appropriate first responders to attend to the injured person; provided, however, that nothing in this Section is intended to confer any third-party beneficiary status on any person not a party to this Agreement. As soon as possible thereafter, Agency shall submit to City, a City Form General No. 87 ("Non-Employee Accident or Illness Report").

9.3.1 Agency shall designate a staff person with authority to represent and to carry out Agency's responsibilities for health and safety under this Agreement. Such

designation shall be in writing with notification to General Manager within thirty (30) days from the date of execution of this Agreement.

9.3.2 Agency shall provide and maintain adequate first aid equipment to serve the potential needs of employees, its contractors and co-operators, and the general public in their use of the Memorial.

9.3.3 Agency shall, in consultation with General Manager, and other appropriate inspection officials, participate in a regular program of Fire and Safety Inspections covering the Memorial.

9.3.4 Agency shall provide and maintain portable fire extinguishers of appropriate size, type, and distribution to adequately protect the Memorial.

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

9.5 Refuse and Trash; Recycling. Agency shall keep the Memorial neat, clean and sanitary at all times. No refuse matter, nor any substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or allowed to remain thereon, and Agency shall take all reasonable precautions to prevent any such matter or material from being or accumulating upon the Memorial. Agency shall provide for the collection and removal of all garbage and/or refuse from the Memorial as often as necessary. Agency shall, during the Term of this Agreement or any extension thereof, conduct a recycling program on the Memorial. Such program will include all materials which may be reasonably recycled (e.g. white paper, mixed paper, newspaper, aluminum cans, and plastic and glass containers).

9.6 Security. Agency shall be responsible to provide all security for the Memorial, including any security measures as may be reasonably requested by Department.

ARTICLE 10. UTILITIES, SEWERS, AND STORM DRAINS

10.1 Utilities. Agency shall pay or cause to be paid all service charges for water, sewer, electricity, power and all other utilities or services used rendered or supplied to, upon or in connection with the Memorial.

ARTICLE 11. DAMAGE

11.1 Damage. Except as otherwise provided in this Agreement, if the Improvements located on the Memorial are damaged and such damage was caused by fire or other peril covered by Agency's insurance, Agency agrees to repair such damage and the Agreement shall continue in full force and effect. If such Improvements are damaged as the result of any cause other than perils required to be covered by Agency's insurance, then Agency may, at Agency's option, either (a) repair such damage as soon as reasonably practicable at Agency's sole cost

and expense, in which event this Agreement shall continue in full force and effect, or (b) give written notice to City within ninety (90) days after the date of occurrence of such damage of Agency's intention to cancel and terminate this Agreement as of the date of occurrence of such damage, in which event the Agreement shall terminate and the City shall release Agency from the provisions of this Agreement.

11.2 Obligation To Restore. If this Agreement is not terminated pursuant to any of the provisions of this Article 11, Agency shall, to the extent of available insurance proceeds plus any deductible Agency elected to carry, promptly and diligently restore and repair the improvements to substantially the same condition, to the extent possible, they were in immediately prior to the occurrence of the damage, except for modifications required by building codes and other laws and except for any other modifications to the improvements considered desirable by the Department and approved by the General Manager. Agency's obligation to restore is subject to reasonable delays for insurance adjustment and other matters beyond Agency's reasonable control.

ARTICLE 12. HAZARDOUS MATERIALS

12.1 Hazardous Materials. City and Agency agree as follows with respect to the existence or use of Hazardous Material (as defined in Paragraph 12.1.3) on the Memorial:

12.1.1 Prohibition. Agency shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Memorial (other than common products typically used in connection with the operation of similar parks) by its agents, employees, tenants, sub-Agencys, contractors or invitees in violation of law or in quantities which would require reporting to a governmental entity, without the prior written consent of General Manager, acting at General Manager's sole discretion. If Agency breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Memorial caused by Agency results in contamination of the Memorial, or if contamination of the Memorial by Hazardous Material otherwise occurs for which Agency is legally liable to City for damage resulting therefrom, then, Agency shall indemnify, hold City harmless, and defend City (with counsel reasonably acceptable to City) from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Memorial, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of such contamination, except to the extent such contamination is related to the negligence or willful misconduct of the City. This indemnification of City by Agency includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Memorial, which was caused by Agency. Without limiting the foregoing, if the presence of any Hazardous Material on the Memorial caused by Agency results in any contamination of the Memorial, Agency shall promptly take all actions at its sole expense as are necessary to return the Memorial to the condition existing prior to the introduction of any such Hazardous Material to the Memorial; provided that City's approval of such actions shall first be obtained.

12.1.2 Compliance Costs. Notwithstanding anything to the contrary in Section 12.1.1 above, City and Agency acknowledge that City is legally liable for the costs of complying with laws relating to Hazardous Material under the following circumstances: (1) Hazardous Material present in the soil or ground water which was not introduced to the soil or ground water by Agency; (2) a change in any statutes, laws, ordinances, rules, regulations and orders of

governmental authorities ("Laws") which relate to Hazardous Material which make such Hazardous Material which is present on the Memorial as of the date Agency initially occupied the Memorial, whether known or unknown to City, a violation of such new Laws; (3) Hazardous Material that migrates, flows, percolates, diffuses or in any way moves on to or under the land and was not introduced to the Memorial by Agency; (4) Hazardous Material present on or under the land as a result of any discharge, dumping or spilling (whether accidental or otherwise) on the land by other occupiers of the Park or the Memorial or their agents, employees, contractors or invitees, or by others. Accordingly, City and Agency agree that any loss by City related to such Hazardous Materials, including, but not limited to, any claims, judgments, damages, penalties, fines, liabilities or costs of complying with Laws shall be borne by City.

12.1.3 "Hazardous Material" - Definition. As used herein, the defined term "Hazardous Material" means any chemical, substance, material, or waste or component thereof the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy, or common law, or which is now or hereafter listed, defined, or regulated as a flammable explosive, radioactive material, hazardous or toxic chemical, substance, material or waste or component thereof (whether injurious by themselves or in conjunction with other materials) by any federal, state, or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. "Hazardous Material" includes, without limitation, any material or substance which is: (1) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (2) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health and Safety Code Section 25300, et seq.); (3) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory, California Health and Safety Code Section 25500, et seq.); (4) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances, California Health and Safety Code Section 25280, et seq.); (5) petroleum; (6) asbestos; (7) defined as a "hazardous constituent," "hazardous material," "hazardous waste," or "toxic waste" under Article 2 of Chapter 10 (Section 66260.10) or defined as a "hazardous waste" under Article 1 of Chapter 11 (Section 66261.3) of Title 22 of the California Code of Regulations, Division 4.5 (Environmental Health Standards for the Management of Hazardous Waste, 22 C.C.R. Section 66001, et seq.); (8) designated as a "hazardous substance" pursuant to Section 311 (33 U.S.C. § 1321) of the Clean Water Act of 1977, as amended (Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq.); (9) defined as a "hazardous waste" pursuant to Section 1004 (42 U.S.C. § 6903) of the Federal Resource Conservation and Recovery Act of 1976, as amended (RCRA, 42 U.S.C. § 6901, et seq.); (10) defined as a "hazardous substance" pursuant to Section 101 (42 U.S.C. § 9601) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA, 42 U.S.C. § 9601, et seq.); or (11) defined as "hazardous material" under Section 103 (49 U.S.C. § 1802) of the Hazardous Materials Transportation Act (49 U.S.C. § 1801, et seq.), as such laws may be amended from time to time, and the regulations adopted and publications promulgated pursuant to such laws.

12.1.4 Disposal of Hazardous Material. If Agency and/or its contractor, dispose of any soil, material, chemicals, fluids, or groundwater contaminated with Hazardous Material,

Agency shall provide City copies of all permits, certificates, and records relating to such disposal, including a copy of each uniform hazardous waste manifest indicating the quantity and type of material being disposed of, the method of transportation of the material to the disposal site and the location of the disposal site.

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

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

ARTICLE 13. DEFAULT, CANCELLATION AND TERMINATION

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

13.1.1 Breach Of Agreement. Agency materially breaches or fails in the performance of any of the provisions or conditions of this Agreement, including without limitation, failure to maintain required insurance coverage(s), and failure to perform or comply with any of the other agreement, terms, covenants or conditions hereof on Agency's part to be performed or complied with, including without limitation, its obligation to maintain and operate the Memorial in accordance with Article 9 hereof and its obligation to use the Memorial for the purposes stated in Section 5.1, and its obligation to comply with the provisions of Article 18 (Ordinance Mandated Provisions), or should Agency cease to operate; or

13.1.2 Failure To Conform To Laws. Agency fails to materially conform to statutes and regulations of the United States, State of California, the County of Los Angeles, or the City of Los Angeles, and any other applicable law, or the deed by which the City holds the Memorial; or

13.1.3 Attempted Transfer. Agency participates in any transfer or attempted transfer of this Agreement which is not expressly permitted under the terms of this Agreement.

13.2 Default - City's Remedies. If any one or more Events of Default set forth in Section 13.1 occurs, then City may, at its election, without any further notice to or authorization

from Agency, and without waiving its rights at any time to select any other remedy provided in this Section, elsewhere in this Agreement, or under law, do any one of the following:

13.2.1 Termination and Substitution of Successor. City may give Agency written notice of such Event of Default. If Agency does not cure said default within thirty (30) days after notice (or forthwith for a default involving sanitary or safety conditions and maintaining insurance required under this Agreement, or such longer period as is reasonably necessary to remedy such default, provided that Agency shall continuously and diligently pursue such remedy at all times until such default is cured), City may, upon delivering written notice to Agency, terminate this Agreement. Should said termination be ordered, Agency will peaceably surrender and vacate the Memorial and will comply with all of the requirements of this Agreement with regard to termination.

13.2.2 Specific Performance. City may file with the appropriate court of competent jurisdiction an action for specific performance under this Agreement;

13.2.3 Remedies Exclusive. The specified remedies of Termination and Substitution of Successor and Specific Performance are exclusive of any other remedies afforded by law.

13.3 No Waiver. The conduct of either party or the acceptance of all or part of any payment by City after an Event of Default for any period after an Event of Default shall not be deemed a waiver of any rights and remedies, nor a waiver of the default of the same or any other provision, covenant or condition. Waiver by either City or Agency of any breach by the other of any covenant, condition or obligation herein contained or failure by either City or Agency to exercise any right or remedy in respect of any such breach shall not constitute a waiver or relinquishment for the failure of any such covenant, condition or obligation or of any subsequent breach of any such covenant, condition or obligation nor bar any right or remedy of City or Agency in respect of any such subsequent breach.

13.4 Default By City. In the event City defaults in the performance of any of the provisions or conditions of this Agreement, and if a written notice of such default is issued to City by Agency, and if City does not commence to cure said default within sixty (60) days of receipt of said notice, Agency may terminate this Agreement or obtain specific performance, except that where immediate action is reasonably required, Agency may immediately obtain specific performance.

ARTICLE 14. SURRENDER OF MEMORIAL

14.1 Surrender Of Memorial. Upon termination of this Agreement for any reason whatsoever, Agency shall quit and surrender its use of the Memorial to City and ensure the Memorial is in good and usable condition, reasonable wear and tear and damage by fire or other casualty excepted.

14.2 Failure To Surrender. If Agency fails to surrender its use of the Memorial, together with the improvements thereon, upon the termination of this Agreement, Agency agrees to indemnify and hold harmless City from and against any loss or liability, including costs and reasonable attorney's fees, resulting from such failure to surrender, including, but not limited to, any claims made by any succeeding entity based on or resulting from such failure to surrender. Nothing herein contained shall be construed as a consent to any occupancy, use or

possession of any portion of the Memorial and the improvements thereon by Agency beyond the expiration of the Term or the earlier termination of this Agreement.

ARTICLE 15. ASSIGNMENT AND BANKRUPTCY

15.1 Assignment And Subletting. Except as described in Section 15.1.1 below, Agency shall not sublet the Memorial or any part thereof or allow the same to be used or occupied by any other person, group or organization for any other use than that herein specified, nor assign this Agreement, in whole or in part, nor transfer, assign or in any manner convey any of the rights or privileges herein granted to any other entity without the prior written approval of City, which approval shall not be unreasonably withheld. Any attempt to sublease, assign or transfer without the written consent required by this Section shall be void and shall transfer no rights to the Memorial. Notwithstanding the foregoing, Agency may assign this Agreement to an affiliate of Agency without the prior consent of City. The use of the Memorial by other non-profit organizations which provide programming in the Memorial and/or the short term and occasional use of the Memorial for other activities such as location filming, special events, and projects with artists or other non-profit or governmental agencies shall not be considered assignments or subletting and Agency may allow such use without the prior written consent of City (however, net income, if any, from such activities is subject to the provisions of Section 5.2).

15.2 Bankruptcy. To the extent permitted by law, neither this Agreement nor the rights herein granted shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceedings in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. To the extent the previous sentence is not permitted by law, in the event that Agency shall be adjudicated a bankrupt, or become involved in any proceedings under the bankruptcy laws of the United States or the receivership laws of the State of California, or if the Agreement interest created by this Agreement or any improvements constructed pursuant to this Agreement are transferred due to operations of law, including, without limitation, the enforcement of a judgment, the trustee in bankruptcy, the receiver, the assignee, or the judgment purchaser shall be bound by all provisions of this Agreement, including, without limitation, the requirement that the Memorial be operated by a nonprofit entity.

ARTICLE 16. CONDEMNATION

16.1 Eminent Domain. Should the Memorial be taken for public use under the power of eminent domain or by negotiated sale and purchase in lieu thereof, this Agreement shall immediately terminate upon acquisition of said property for public use, and any compensation, sums, or anything of value awarded, paid, or received for or on account of the Memorial shall be allocated to the parties in accordance with their respective interests in the Memorial. If a portion only of the Memorial is taken and the remainder is suitable for continued use under the provisions of this Agreement, Agency may, at Agency's option, terminate the Agreement by delivering written notice of Agency's election to City within forty-five (45) days following such taking. In the case Agency elects not to terminate the Agreement, the entire award including severance damages to land and improvements shall belong to City for the restoration of the Memorial.

To the extent permitted by Law, the City, for itself and for any entity controlled by or related to the City, hereby agrees that a total taking of the Agency's interest in this Agreement or a partial taking that would give Agency a right to terminate this Agreement pursuant to this section shall only be effected if the City reasonably determines that (a) the overriding public interest or

necessity requires the City to take possession of the Memorial, (b) the City's proposed use of the Memorial is planned and located in a manner that will be most compatible with the greatest public good and least private injury and (c) the Memorial is necessary for the City's overriding proposed use. Further, if the taking results in a termination of this Agreement, the City and the Agency stipulate to an award for Agency's interest in the Agreement, which will be paid solely to Agency, that is the greater of (i) the award determined by a court for such taking or (ii) the "Unamortized Improvement Value," the amount of which shall be calculated in accordance with the following:

As used herein, the term "Cost of Improvements" shall mean the sum of all amounts expended by Agency for the repair of the buildings and and all amounts subsequently expended by Agency for other improvements and Alterations to the Memorial.

The Cost of Improvements shall be amortized over a number of years equal to the number of remaining Agreement years at a rate of interest equal to the prime rate of interest as published in the Wall Street Journal plus two percent (2%) in effect as of the date of each completion of such Improvement. The Unamortized Improvement Value shall be equal to the sum obtained by adding the unamortized values calculated in accordance with the foregoing two sentences as of the date of condemnation.

ARTICLE 17. NOTICES

17.1 Notices. All notices and demands which may or are to be required or permitted to be given by either party to the other hereunder shall be in writing. All notices and demands shall be personally delivered (including by means of professional messenger service), sent by United States mail, postage prepaid, return receipt requested, or transmitted by telecopier (e.g., Fax) or electronic mail, in which case the receiving party shall immediately confirm receipt of such telecopied or e-mailed notice. All notices are effective upon receipt. For the purposes of such notices, the addresses for the parties are set forth in Section 17.2 below. In the event City is unable to give notice to Agency at the address(es) provided to City by Agency, notice shall be deemed effective when addressed to Agency at the Memorial. Either party may from time to time designate another person or place in a notice.

17.2 Notices - Where Sent. All notices given under this Agreement which are mailed or telecopied shall be addressed (unless re-designated as provided above) to the respective parties as follows:

To City:

City of Los Angeles
Board of Recreation and Park Commissioners
221 North Figueroa Street, Room 300
Los Angeles, California 90012

Telephone: (213) 202-2640
Facsimile: (213) 202-2610

with a copy of any notice to:

Department of Recreation and Parks
General Manager
221 North Figueroa Street, Room 350
Los Angeles, California 90012

Telephone: (213) 202-2633
Facsimile: (213) 202-2614

and with another copy of any notice to:

Office of the City Attorney
General Counsel Division
200 North Main Street, Room 700 City Hall
East
Los Angeles, California 90012-4130

Facsimile: (213) 978-8090

To Agency:

THE WALL LAS MEMORIAS
Attention: Richard Zaldivar
Executive Director
111 North Avenue 56
Los Angeles, CA 90042

Telephone: (323) 257-1056
Facsimile: (323) 257-1625

ARTICLE 18. ORDINANCE MANDATED PROVISIONS

18.1 Child Support Assignment Orders. This Agreement is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code related to Child Support Assignment Orders. Pursuant to this Section, (and any contractor or subcontractor providing services to City under this Agreement) shall (1) fully comply with all State and Federal employment reporting requirements for contractor's or subcontractor's employees applicable to Child Support Assignment Orders; (2) certify that the principal owner(s) thereof and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, et seq.; and (4) maintain such compliance throughout the Term of this Agreement. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of Agency or an applicable subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) contractor or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default of this Agreement.

18.2 Service Contract Worker Retention Ordinance. This Agreement is subject to the Service Contract Worker Retention Ordinance ("SCWRO") (Section 10.36, et seq, of the Los Angeles Administrative Code). The SCWRO requires that, unless specific exemptions apply, all employers (as defined) under contracts that are primarily for the furnishing of services to or for the City of Los Angeles and that involve an expenditure or receipt in excess of \$25,000 and a

contract term of at least three (3) months shall provide retention by a successor contractor for a ninety-day (90-day) transition period of the employees who have been employed for the preceding twelve (12) months or more by the terminated contractor or subcontractor, if any, as provided for in the SCWRO. Under the provisions of Section 10.36.3(c) of the Los Angeles Administrative Code, City has the authority, under appropriate circumstances, to terminate this Agreement and otherwise pursue legal remedies that may be available if City determines that the subject contractor violated the provisions of the SCWRO.

18.3 Living Wage Ordinance.

18.3.1 General Provisions: Living Wage Policy. This Agreement is subject to the Living Wage Ordinance ("LWO") (Section 10.37, et seq, of the Los Angeles Administrative Code). The LWO requires that, unless specific exemptions apply, any employees of Agencies or licensees of City property who render services on the Agreement or licensed Memorial are covered by the LWO if any of the following applies: (1) the services are rendered on Memorial at least a portion of which are visited by substantial numbers of the public on a frequent basis, (2) any of the services could feasibly be performed by City of Los Angeles employees if the awarding authority had the requisite financial and staffing resources, or (3) the designated administrative agency of the City of Los Angeles has determined in writing that coverage would further the proprietary interests of the City of Los Angeles. Employees covered by the LWO are required to be paid not less than a minimum initial wage rate, as adjusted each year (July 1, 2004, levels: \$8.78 per hour with health benefits of at least \$1.25 per hour or otherwise \$10.03 per hour). The LWO also requires that employees be provided with at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request, and at least ten (10) additional days per year of uncompensated time pursuant to Section 10.37.2(b). The LWO requires employers to inform employees making less than twelve dollars (\$12) per hour of their possible right to the federal Earned Income Tax Credit ("EITC") and to make available the forms required to secure advance EITC payments from the employer pursuant to Section 10.37.4. LACGC shall permit access to work sites for authorized City representatives to review the operation, payroll, and related documents, and to provide certified copies of the relevant records upon request by the City. Whether or not subject to the LWO, Agency shall not retaliate against any employee claiming non-compliance with the provisions of the LWO, and, in addition, pursuant to Section 10.37.6(c), Agency agrees to comply with federal law prohibiting retaliation for union organizing.

18.3.2 Living Wage Coverage Determination. The Board of Recreation and Parks Commissioners and the Office of the City Administrative Officer have made an initial determination as to whether this Agreement is a proprietary lease or a proprietary license under the LWO, and, if so, whether it is exempt from coverage by the LWO. If the determination has been made that the LWO is applicable to with respect to this Agreement, a Declaration of Compliance, must be executed by Agency prior to or contemporaneously with this Agreement. Determinations as to whether this Agreement is a proprietary lease or license covered by the LWO, or whether an employer or employee are exempt from coverage under the LWO are not final, but are subject to review and revision as additional facts are examined and/or other interpretations of the law are considered. In some circumstances, applications for exemption must be renewed periodically (e.g., every two (2) years for proprietary lessees or licenses claiming exemption due to annual gross revenues of less than \$200,000 and with less than seven (7) employees (Section 10.37.1(l)). City shall notify Agency in writing about any redetermination by City of coverage or exemption status. To the extent Agency claims non-coverage or exemption from the provisions of the LWO, the burden shall be on Agency to prove such non-coverage or exemption.

18.3.3 Termination Provisions And Other Remedies: Living Wage Policy.

Under the provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, violation of the LWO shall constitute a material breach of this Agreement.

18.4 Non-Discrimination. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, or medical condition in the lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Memorial or any part of the Memorial or any operations or activities conducted on the Memorial or any part of the Memorial, nor shall Agency or any person claiming under or through Agency establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of tenants, subtenants, or vendees of the Memorial. Any sublease or assignment which may be permitted under this Agreement shall also be subject to the non-discrimination clauses contained in this Section 18.4.

18.4.1 Non-Discrimination In Employment. During the Term of this Agreement Agency agrees not to discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status or medical condition. Agency shall take affirmative action to insure that applicants for employment are treated during the Term of this Agreement without regard to the aforementioned factors and shall comply with the affirmative action requirements of the Los Angeles Administrative Code sections 10.8, et seq., or any successor ordinances or law concerned with discrimination.

18.5 Contractor Responsibility Ordinance

18.5.1 General Provisions; Contractor Responsibility Policy. This Agreement is subject to the Contractor Responsibility Ordinance ("CRO") (Section 10.40, et seq, of the Los Angeles Administrative Code "LAAC") and the rules and regulations promulgated pursuant thereto as they may be updated. The CRO requires that, unless specific exemptions apply as specified in LAAC 10.37.1(l)(b) or LAAC 10.40.4, lessees or licensees of City property who render services on the leased or licensed Memorial are covered by the CRO if any of the following applies: (1) the services are rendered on Memorial at least a portion of which are visited by substantial numbers of the public on a frequent basis, (2) any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources, or (3) a designated administrative agency of the City has determined in writing that coverage would further the proprietary interests of the City. Lessees or licensees of City property who are not exempt pursuant to LAAC 10.40.4 (a) or (b), unless subject to the CRO solely due to an amendment to an existing lease or license, are required to have completed a questionnaire ("Questionnaire") signed under penalty of perjury designed to assist the City in determination that the lessee or licensee is one that has the necessary quality, fitness and capacity to perform the work set forth in the contract. All lessees or licensees of City property who are covered by the CRO, including those subject to the CRO due to an amendment, are required to complete the following Pledge of Compliance ("POC"):

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

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

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

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

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

Agency shall ensure that its subcontractors meet the criteria for responsibility set forth in the CRO and any rules and regulations promulgated thereto. Agency may not use any subcontractor that has been determined or found to be a non-responsible contractor by City. Subject to approval by the awarding authority, Agency may substitute a non-responsible subcontractor with another subcontractor with no change in the consideration for this Agreement. Agency shall submit to City a Pledge of Compliance, for each subcontractor listed by the Agency in its Questionnaire, as performing work on this Agreement within thirty (30) calendar days of execution of this Agreement, unless the Department of General Services requires in its discretion the submission of a Pledge of Compliance within a shorter time period. The signature of Agency shall constitute a declaration under penalty of perjury that Agency shall comply with the POC.

18.5.2 Update of Information. Agency shall:

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

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

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

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

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

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

18.5.3 Compliance; Termination Provisions and Other Remedies. If Agency is not initially exempt from the CRO, Agency shall comply with all of the provisions of the CRO and this Agreement. If Agency is initially exempt from the CRO, but later no longer qualifies for such exemption, Agency shall, at such time Agency is no longer exempt, comply with the provisions of the CRO and this Agreement. Failure to comply with the provisions of the CRO, including without limitation the requirements that all responses to the Questionnaire are complete and accurate, to provide updates as provided therein and to correct any deficiencies within ten (10) days of notice by City, or failure to comply with the provisions of this Agreement shall constitute a material breach of this Agreement.

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

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

duly made that Agency has failed to comply with the Equal Employment Practices provisions of this Agreement, this Agreement may be forthwith terminated.

18.8 Tax Registration Certificates And Tax Payments. This Section is applicable where Agency is engaged in business within the City of Los Angeles and is required to obtain a Tax Registration Certificate ("TRC") pursuant to one or more of the following articles (collectively "Tax Ordinances") of Chapter II of the Los Angeles Municipal Code: Article 1 (Business Tax Ordinance) [section 21.00, et seq.], Article 1.3 (Commercial Agency's Occupancy Tax) [section 21.3.1, et seq.], Article 1.7 (Transient Occupancy Tax) [Section 21.7.1, et seq.], Article 1.11 (Payroll Expense Tax) [Section 21.11.1, et seq.], or Article 1.15 (Parking Occupancy Tax) [Section 21.15.1, et seq.]. Prior to the execution of this Agreement, or the effective date of any extension of the Term or renewal of this Agreement, Agency shall provide to the Department of General Services proof satisfactory to the General Manager of the Department of General Services that Agency has the required TRCs and that Agency is not then currently delinquent in any tax payment required under the Tax Ordinances. City may terminate this Agreement upon thirty (30) days' prior written notice to Agency if City determines that Agency failed to have the required TRCs or was delinquent in any tax payments required under the Tax Ordinances at the time of entering into, extending the Term of, or renewing this Agreement. City may also terminate this Agreement upon ninety (90) days prior written notice to at any time during the Term of this Agreement if Agency fails to maintain required TRCs or becomes delinquent in tax payments required under the Tax Ordinances and fails to cure such deficiencies within the ninety (90) day period (in lieu of any time for cure provided in Section 15).

ARTICLE 19. MISCELLANEOUS PROVISIONS

19.1 Amendment Of Agreement. No amendment, modification, supplement or mutual termination of any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by City and Agency.

19.2 Binding Effect. Subject to the provisions of this Agreement relative to assignment (Article 15), this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, transferees, successors and assigns of the respective parties hereto.

19.3 Captions, Table Of Contents, And Index. The captions, table of contents, and index of this Agreement are inserted only as a matter of convenience and reference, and they in no way define, limit, or describe the scope of any provisions of this Agreement, or the intent of any provision of this Agreement, and shall not be used with respect to the interpretation of any provision of this Agreement.

19.4 Conflict Of Laws And Venue. This Agreement shall be governed by and construed under the laws of the State of California. Venue on any action arising out of this Agreement will be proper only in the County of Los Angeles, State of California.

19.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument.

19.6 Exhibits - In Agreement. All exhibits referred to are attached to this Agreement and incorporated by reference.

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

19.8 Gender. As used herein, the neuter gender includes the feminine and masculine, the masculine includes the feminine and the neuter and feminine includes the masculine and the neuter, and each includes , limited liability companies, partnerships or other legal entities when the context so requires.

19.9 Memorandum Of Agreement. A Memorandum of Agreement, substantially in the form as that attached to this Agreement as Exhibit C, shall be completed and executed by both parties concurrently with the execution of this Agreement. City shall record such Memorandum of Agreement at its sole cost and expense immediately after execution of the Agreement.

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

19.11 No Relocation Assistance. Agency acknowledges that it is not entitled to relocation assistance or any other benefits under the California Relocation Assistance Act (Government Code Section 7260, et seq.), the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C.A. §4601, et seq.), or any other provisions of law upon termination of this Agreement.

19.12 Possessory Interest Tax. By executing this Agreement and accepting the benefits thereof, Agency may be creating a property interest known as "possessory interest" which may be subject to property taxation. Agency, as the party in whom the possessory interest is vested, shall be responsible for the payment of all property taxes, if any, levied upon such interest. Agency acknowledges that the notice required under California Revenue and Taxation Code section 107.6 has been provided.

19.13 Quiet Enjoyment. If Agency is not in default as provided herein, Agency shall and may peaceably and quietly have, hold, and enjoy the Memorial with necessary ingress and egress in accordance with the provisions hereof.

19.14 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19.15 Sole Discretion. Except as otherwise expressly provided herein, all approvals, elections, consents, agreements, determinations, options and actions of City required pursuant to this Agreement shall be granted in City's sole and absolute discretion. The parties expressly agree that City or General Manager or other City of Los Angeles agency, as the case may be, has the absolute unfettered discretion to grant or withhold approval, either arbitrarily or otherwise, and without or without reason, and neither Agency nor any other party or tribunal shall have any right or power to inquire into or review the granting or withholding of such approval or the reasons or lack of reasons therefore.

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

[Signature Page to Follow]

IN WITNESS WHEREOF, the CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS, and the THE WALL LAS MEMORIAS, a California non-profit organization, Agency herein, have caused this Agreement to be executed as of the date of the attestation by the City Clerk.

Executed this _____ day
of _____, 20____

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

By _____
President

By _____
Secretary

Executed this _____ day
of _____, 20____

THE WALL LAS MEMORIAS, a California
non-profit organization

By _____
President

By _____
Secretary

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By _____
BRENDAN KEARNS
Deputy City Attorney

Date: _____

ATTEST:
PETTY F. SANTOS, Interim City Clerk

By _____
Deputy City Clerk

Council File Number: _____ Date of Approval: _____

Said Agreement is Number _____ of City Contracts

EXHIBIT A: PLOT PLAN

MAP



STREET ADDRESS: Lincoln Park - 3501 Valley Boulevard, Los Angeles, CA 90031

Required Insurance and Minimum Limits

Name: The Wall Las MemoriasDate: 4/24/2019Agreement/Reference: for the renovation, maintenance and operation of the Wall Las Memorias Memorial at Lincoln Park, CD1

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)
WC StatutoryEL 1,000,000☒ Waiver of Subrogation in favor of City☐ Longshore & Harbor Workers☐ Jones Act

✓ General Liability City of Los Angeles must be named as an Additional Insured Party
1,000,000☒ Products/Completed Operations☐ Sexual Misconduct _____☐ Fire Legal Liability _____☒ with \$2,000,000 aggregate _____

✓ Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)
1,000,000

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

Property Insurance (to cover replacement cost of building - as determined by insurance company)
☐ All Risk Coverage☐ Boiler and Machinery☐ Flood _____☐ Builder's Risk☐ Earthquake _____☐ _____

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

Crime Insurance

Other: Provided to: Cid Macaraeg; ph: 213 202-2608

If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>

In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

EXHIBIT C: MEMORANDUM OF AGREEMENT

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND
PARKS
c/o Office of the City Attorney
General Counsel Division
Room 700, James K. Hahn City Hall East
200 North Main Street
Los Angeles, California 90012

Free recording in accordance with
California Government Code section
6103

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is made as of the date of attestation by the City Clerk of the City of Los Angeles on page 2 of this Memorandum, by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), and THE WALL LAS MEMORIAS, a California non-profit organization ("Agency"), who agree as follows:

1. Term and Memorial. City grants to Agency, and Agency agrees from City, to renovate, maintain and operate that portion of real property located at 3501 Valley Boulevard, Los Angeles, CA 90031, in the city of Los Angeles, County of Los Angeles, State of California; known as The Wall Las Memorias at Lincoln Park, for a term of ten (10) years, on or about the date of execution of this Memorandum, on the provisions of the agreement between the parties ("Agreement"). These provisions are incorporated into this Memorandum by reference.
2. Provisions Binding On Agency. The provisions of the Agreement to be performed by Agency, whether affirmative or negative in nature, are intended to and shall bind Agency and its successors and assigns at any time, and shall inure to the benefit of City and its successors and assigns.
3. Provisions Binding on City. The provisions of the Agreement to be performed by City, whether affirmative or negative in nature, are intended to and shall bind City and its successors and assigns at any time, and shall inure to the benefit of Agency and its successors and assigns.
4. Purpose of Memorandum. This Memorandum is prepared for the purpose of recordation, and it in no way modifies the provisions of the Agreement.
5. Reference to Agreement for All Purposes. Reference is hereby made to the entire Agreement for any and all purposes. A true copy of the Agreement is on file with the City Clerk of the City of Los Angeles, whose office is Room 360, City Hall, 200 North Spring Street, Los Angeles, California 90012.

Executed this _____ day
of _____, 20__

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

By Do Not Sign
PRESIDENT

By Do Not Sign
SECRETARY

Executed this _____ day
of _____, 20__

THE WALL LAS MEMORIAS, a California
non-profit organization

By Do Not Sign

Approved as to Form:

Date:

MICHAEL N. FEUER,
City Attorney

By _____
Deputy City Attorney

ATTEST:

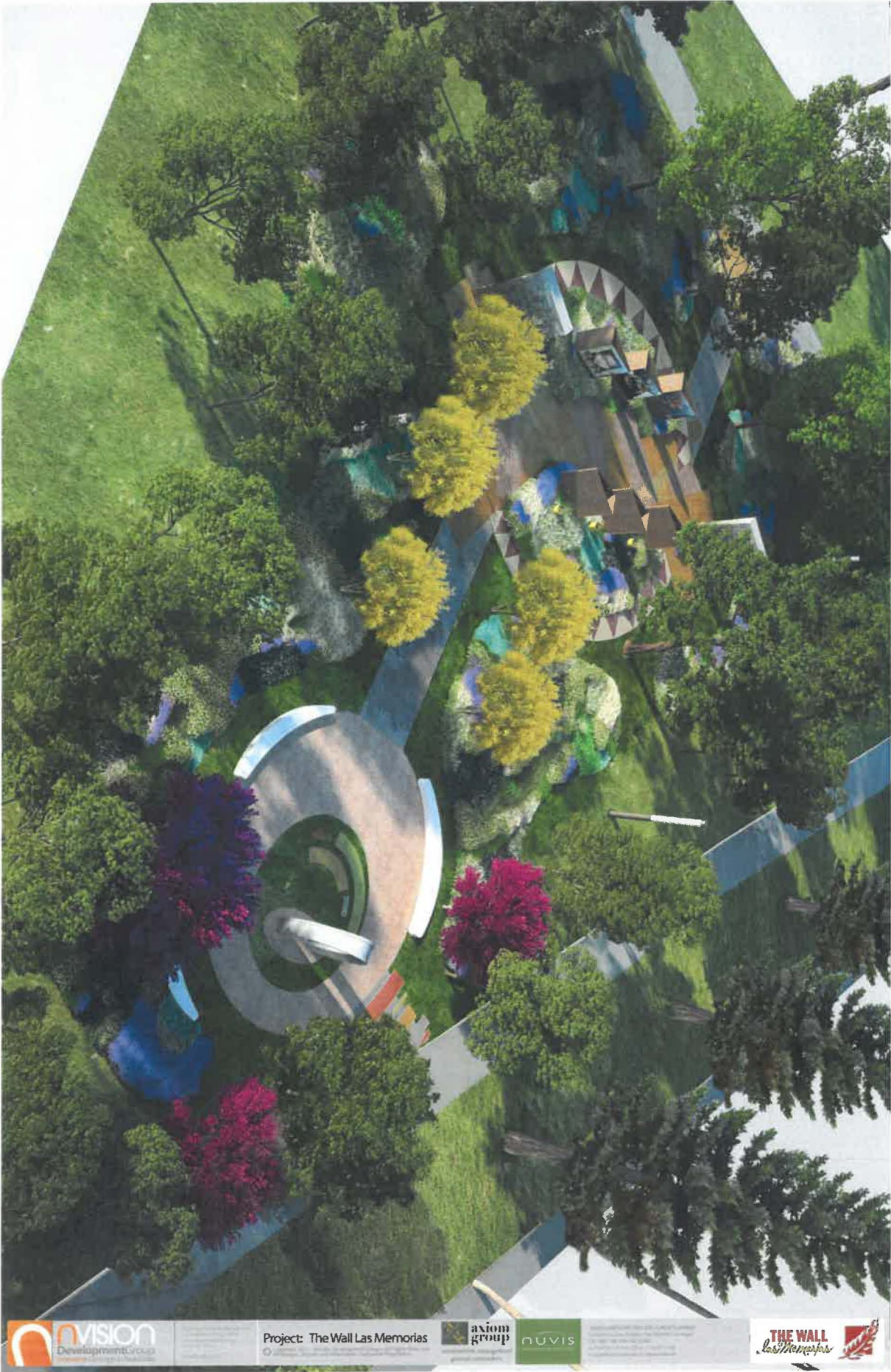
Date:

HOLLY WOLCOTT, City Clerk

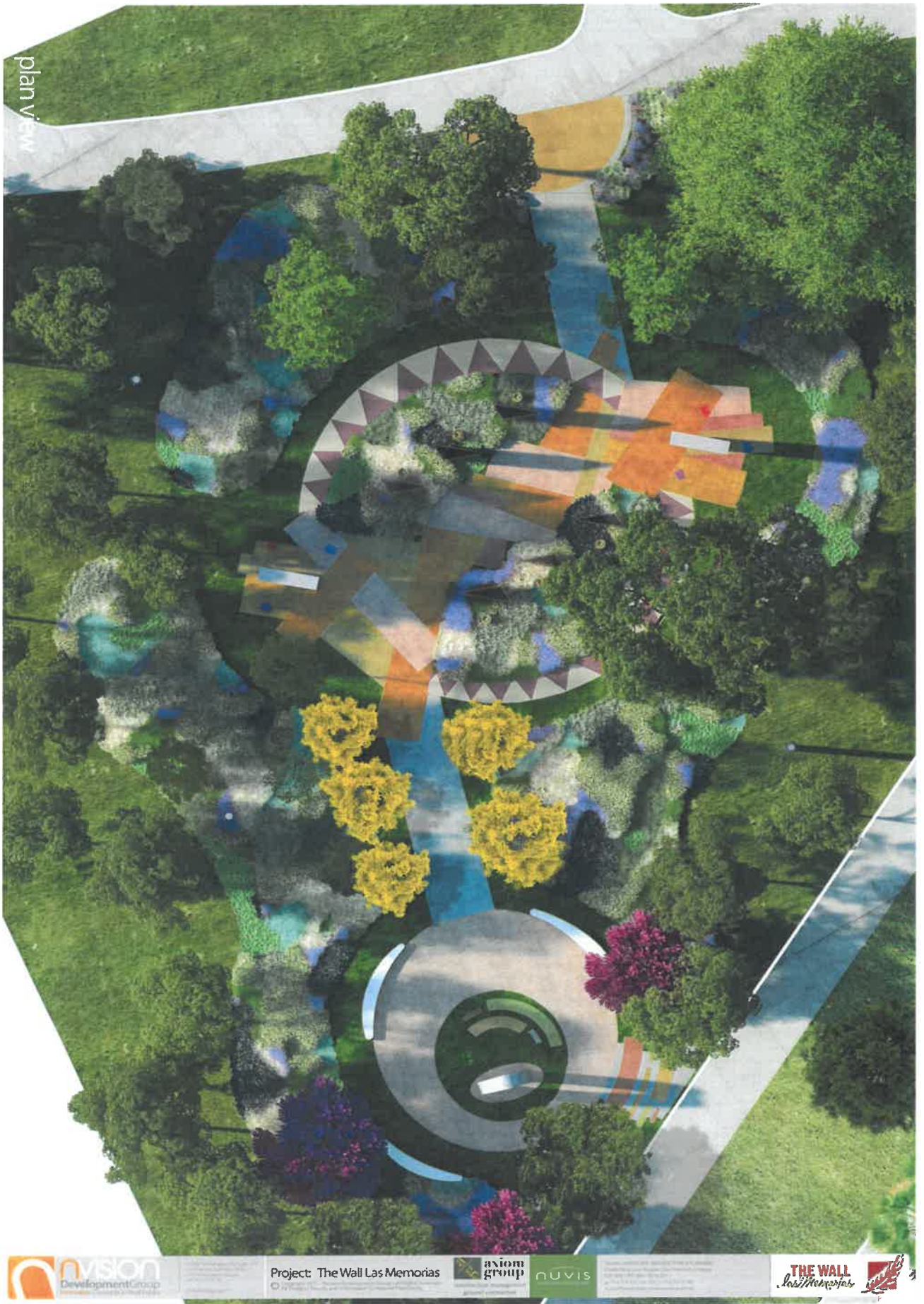
By

DEPUTY CITY CLERK

Council File Number: _____ Date of Approval: _____
Said Agreement is Number _____ of City Contracts



plan view





CONSTRUCTION LEGEND

- 1 EXISTING MEMORIAL, SOLI PLURE
- 2 EXISTING MEMORIAL, DONOR WALLS
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SCALE: 1" = 10'-0"



NUVIS
LANDSCAPE
ARCHITECTURE
3151 ARROYO AVE. SUITE 103
COSTA MESA, CA
U.S.A. 92626
PH: 714.754.7311

PROJECT NAME:	THE WALL LAS MEMORIAS
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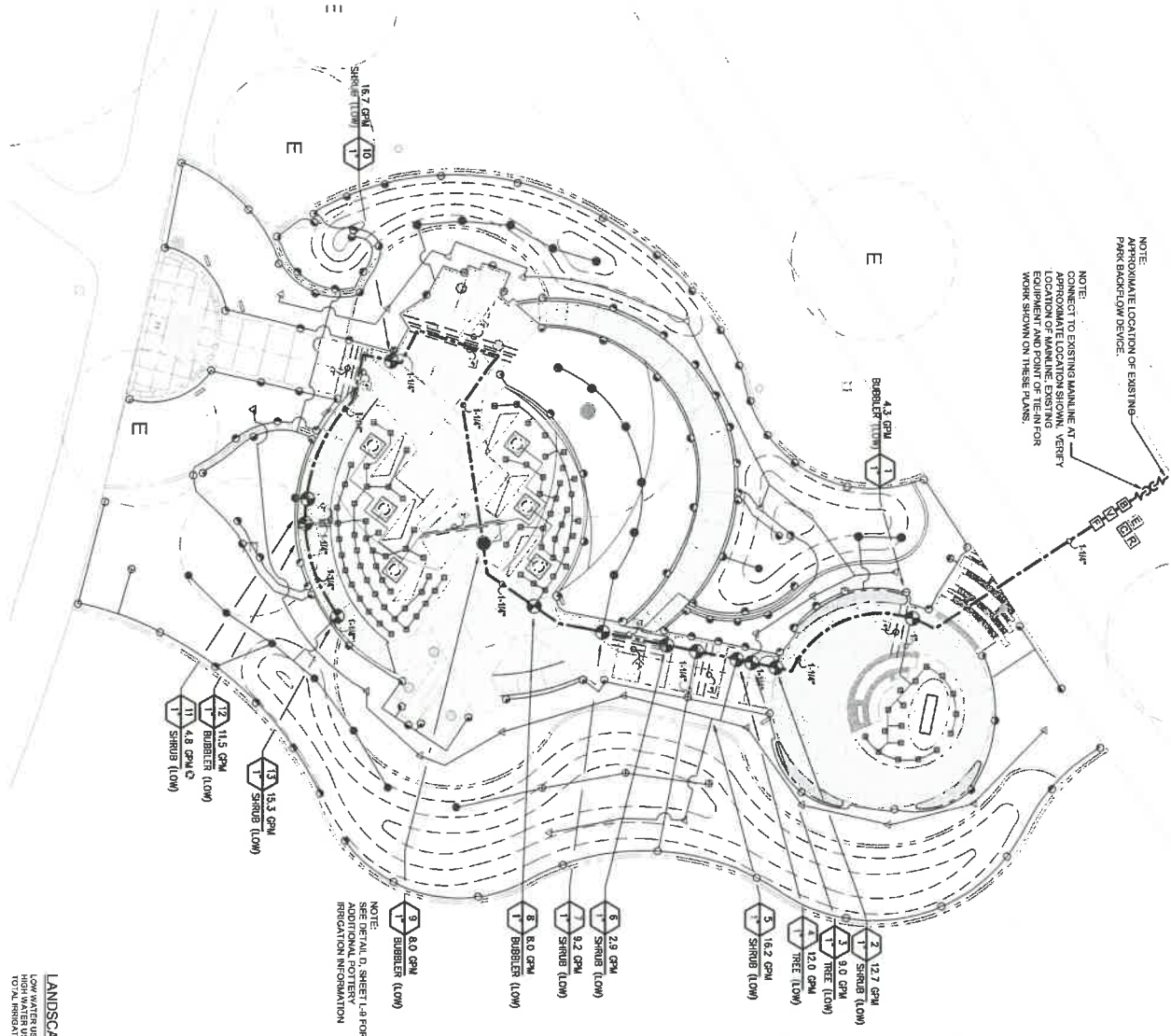


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GENERAL NOTES

1. IRRIGATION SLEEVES SHOWN FOR MAJOR STREET AND DRIVEWAY CROSSINGS FOR CLARITY ONLY. SLEEVES TO BE MINIMUM 2X DIAMETER OF PIPE SLEEVES. MAJOR STREET SLEEVES TO BE 24" DIAMETER. MINOR STREET SLEEVES TO BE 18" DIAMETER. SLEEVES TO BE INSTALLED AS NECESSARY TO ACCESS. INSTALL SLEEVING BELOW PAVING, LANDSCAPE, ETC.
2. THE IRRIGATION SYSTEM WAS DESIGNED FOR A STATIC WATER PRESSURE OF 70 PSI. VERIFY EXISTING STATIC WATER PRESSURE PRIOR TO COMMENCING WORK. IF STATIC WATER PRESSURE IS LESS THAN THE 70 PSI, NOTIFY THE DISTRICT REPRESENTATIVE IMMEDIATELY FOR DIRECTION ON HOW TO PROCEED.
3. EXISTING IRRIGATION NOT AFFECTED BY NEW CONSTRUCTION SHALL REMAIN IN PLACE. NEW CONSTRUCTION SHALL BE INSTALLED IN PLACE OF EXISTING IRRIGATION. EXISTING IRRIGATION SHALL BE REPLACED WITH LINE-AND-EQUIPMENT DURING CONSTRUCTION SHALL BE REPLACED WITH LINE-AND-EQUIPMENT.
4. EXISTING PARK SITE IS CONNECTED TO A DOMESTIC WATER SERVICE.
5. ELECTRIC CONTROL VALVES AND ISOLATION VALVE LOCATIONS ON THESE DRAWINGS ARE APPROXIMATE. STATE OF EACH ELECTRICAL CONTROL VALVE AND ISOLATION VALVE SHALL BE VERIFIED PRIOR TO INSTALLATION OF THE DISTRICT REPRESENTATIVE PRIOR TO INSTALLATION OF ALL VALVES. MINOR MODIFICATIONS OF ELECTRICAL CONTROL VALVES AND ISOLATION VALVE LOCATIONS AS REQUESTED BY THE DISTRICT REPRESENTATIVE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
6. EXISTING IRRIGATION SHALL BE PROTECTED IN PLACE.

KEYNOTES

1. THE EXISTING 2" PVC IRRIGATION MAINLINE AT APPROXIMATE LOCATIONS SHOWN, VERIFY LOCATION IN FIELD PRIOR TO CONSTRUCTION. IF ANY OF THE POC INFORMATION SHOWN ON THESE DRAWINGS IS FOUND TO BE DIFFERENT THAN THE ENGINEER, SHOULD THE CONTRACTOR FAIL TO VERIFY THE POC INFORMATION ANY CHANGES REQUIRED BY LOW PRESSURE OR VOLUME SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
2. STATIC WATER PRESSURE: 70 PSI
3. DESIGN WATER PRESSURE: 16.2 GPM
4. MAXIMUM SYSTEM DEMAND: 16.2 GPM
5. SET MASTER VALVE PRESSURE REGULATOR TO: N/A
6. PRESSURE LOSS CALCULATIONS ARE FOR LIMITS OF WORK SHOWN ON THESE PLANS
7. PRESSURE LOSS CALCULATIONS FOR EXISTING SYSTEMS OUTSIDE CURRENT LIMITS OF WORK.

VALVE IDENTIFICATION KEY	SOH 40 PVC SLEEVING CHART
CONTROLLER DENOMINATION	1 1/2" SLIDE
VALVE STATION NUMBER	2 1/2" SLIDE
VALVE SIZE	3 1/2" SLIDE
HYDROZONE SERVO (IF APPLICABLE)	4 1/2" SLIDE
NUMBER OF EMITTERS (IF APPLICABLE)	5 1/2" SLIDE
	6 1/2" SLIDE
	7 1/2" SLIDE
	8 1/2" SLIDE
	9 1/2" SLIDE
	10 1/2" SLIDE
	11 1/2" SLIDE
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	98 1/2" SLIDE
	99 1/2" SLIDE
	100 1/2" SLIDE

SCALE: 1"=10'-0"



nuvis
LANDSCAPE ARCHITECTURE
315 ARWAY AVE, SUITE 1.3
COSTA MESA, CA
U.S.A. 92626
PH: 714.754.7311

PROJECT NAME: **THE WALL LAS MEMORIAS**

ADDRESS: **OFFICE: 5619 MONTE VISTA ST. LOS ANGELES, CA 90042**

DATE: _____

REVISIONS: _____

PROJECT NAME: **IRRIGATION PLAN**

DATE: **L-12**

SCALE: **12"=25'**

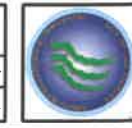


THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

GENERAL MANAGER: **MICHAEL A. SHULL**

PROJECT LANDSCAPE ARCHITECT: **NUVIS**

DATE: _____



AGREEMENT SUMMARY
 BETWEEN THE CITY OF LOS ANGELES,
 DEPARTMENT OF RECREATION AND PARKS
 AND
 THE WALL LAS MEMORIAS
 FOR THE RENOVATION, MAINTENANCE AND OPERATION
 OF THE WALL LAS MEMORIAS MEMORIAL AT LINCOLN PARK

For information purposes only - not part of Agreement

REPORT NO: 19-xxx
 APN NO.: Current APN is 5211-021-901
 CF NO.: _____
 Council _____
 Council _____
 Approval Date: _____

PREMISES: Lincoln Park
 ADDRESS: 3501 Valley Boulevard
 Los Angeles, CA 90031

City
 ATTORNEY
 SIGNATURE: City Attorney/ _____

CITY: _____
 Department of Recreation and Parks/Cid Macaraeg

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

AGENCY: The Wall Las Memorias, a California non-profit organization

TERM: 10 Years, commencing upon Effective Date of Agreement.

RENT: The Wall Las Memorias will renovate The Wall Las Memorias Memorial with funds from a grant from the Los Angeles County Regional Park and Open Space District of the County of Los Angeles and with funds budgeted in the department for The Wall Las Memorias. It is understood and agreed that the consideration for this Agreement will be the public benefit to be realized from the renovation, maintenance and operation of The Wall Las Memorias Memorial. It is also understood Agency will bear the costs of its operation and maintenance.

AGREEMENT SUMMARY
 BETWEEN THE CITY OF LOS ANGELES,
 DEPARTMENT OF RECREATION AND PARKS
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 OF THE WALL LAS MEMORIAS AT LINCOLN PARK

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AGREEMENT
BETWEEN THE CITY OF LOS ANGELES,
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FOR THE RENOVATION, MAINTENANCE AND OPERATION
OF THE WALL LAS MEMORIAS MEMORIAL AT LINCOLN PARK

ARTICLE 1. BASIC AGREEMENT PROVISION

1.1 Parties. This Renovation, Maintenance and Operation Agreement ("Agreement") is entered into effective as of November 1, 2019, by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS ("City"), and THE WALL LAS MEMORIAS, a California non-profit organization ("Agency").

1.2 Recitals.

1.2.1 The City of Los Angeles controls a portion of land, known as Lincoln Park ("Park"), located at 3501 Valley Boulevard, Los Angeles, CA 90031. The Park is under the management and control of the Board of Recreation and Park Commissioners ("Board") of the City of Los Angeles. Located within the Park is The Wall Las Memorias Memorial ("Memorial"); and

1.2.2 Agency is a non-profit organization organized for the purpose of educating the Latino community about HIV/AIDS issues; and

1.2.3 City and Agency desire to enter into this Agreement for the renovation, maintenance and operation of the Memorial. This Agreement shall set forth the duties, obligations, responsibilities, aims, and goals of the parties; and this Agreement expressly authorizes the renovation, operation and maintenance of the Memorial to the Agency in accordance with the terms and conditions contained herein.

1.2.4 NOW, THEREFORE, in consideration of the above recitals and the covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

1.3.1 Agency. The defined term "Agency" shall mean The Wall Las Memorias, a California non-profit organization.

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

1.3.3 City. The defined term "City" shall mean the City of Los Angeles. Except where clearly and expressly provided otherwise in this Agreement, any action to be taken by City may be taken for City by the General Manager as defined in Paragraph 1.3.5. Except where clearly and expressly provided otherwise in this Agreement, the capacity of the City of Los Angeles in this Agreement shall be as owner of the Park and Memorial, and any benefits, obligations, or restrictions conferred or imposed by this Agreement on City shall be limited to that capacity and shall not relate to or otherwise affect any activity of the City of Los Angeles in its governmental capacity, including, but not limited to, enacting laws, inspecting structures, reviewing and issuing permits, and all other legislative, administrative, or enforcement functions of the City of Los Angeles pursuant to federal, state, or local law.

1.3.4 Department. The defined term "Department" shall mean the Department of Recreation and Parks for the City of Los Angeles.

1.3.5 Effective Date. The defined term "Effective Date" shall mean the date set forth in Section 1.1 above.

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

1.3.7 Memorial. The defined term "Memorial" shall be the area of Lincoln Park, as more particularly described and designated as "The Wall Las Memorias" in Exhibit A attached hereto and incorporated herein by this reference.

1.3.8 Park. The defined term "Park" shall be Lincoln Park, located at 3501 Valley Boulevard, Los Angeles, CA 90031.

ARTICLE 2. TERM

2.1 Term. The term of this Agreement (the "Term") shall be for ten (10) years, commencing on the Effective Date and ending on the 10th anniversary of the Effective Date.

2.2 Use of Memorial. Agency has no rights to use, operate or maintain the Memorial or any part thereof beyond the expiration or earlier termination of this Agreement.

ARTICLE 3. CONSIDERATION

3.1 Use as Memorial. The Memorial shall be used by the Agency solely for functions and activities directly related to and necessary to renovate, maintain and operate The Wall Las Memorias Memorial, hereinafter referred to as "Memorial", to honor those community members who have died of HIV/AIDS and to educate the public on HIV/AIDS issues.

3.2 Use for Renovation and Maintenance. Agency will renovate and maintain the Memorial, in accordance with design plans which have been approved by RAP prior to the commencement of such activities. Such plans include, without limitation, the plans set forth in Exhibit D of this Agreement. Agency shall timely submit to RAP for approval a plan for the regular maintenance of the Memorial no later than upon completion of the renovations set forth in Exhibit D of this Agreement.

3.3 Services to be Provided. No other use whatsoever shall be made of the Memorial without the written consent of the City. Said services shall be provided by Agency on a non-profit charitable basis, such operation enabling Agency to maintain its tax-exempt status under Article 13, Section 4(B) of the Constitution of the State of California, and the statuses adopted to implement that section.

3.4 Consideration. The consideration for this Agreement shall be the Agency's promise to renovate, maintain and operate the Memorial at no expense to the City for the purposes set forth in Article 5 and for no other purposes, and (b) Agency's promise to abide by and fully comply with the other provisions and conditions of this Agreement.

ARTICLE 4. GRANT OF PERMISSION

4.1 Grant of Permission. The City hereby grants the renovation, maintenance and operation of the Memorial to the Agency in accordance with the terms and conditions contained herein. Agency represents that Agency has inspected the Memorial, and accepts the Memorial in the condition that exists as of the Effective Date of this Agreement.

ARTICLE 5. USE OF MEMORIAL

5.1 Use. City grants Agency permission to renovate, maintain and operate the Memorial as set forth herein, for organized educational activities. The Memorial shall be used for park and recreational uses only. Such use shall be consistent with the purposes of this Agreement and shall be compatible with the Department's use and requirements for the Memorial. Agency shall submit to RAP for approval a schedule for Agency's use of the Memorial.

5.1.1 Memorial Operations and Use. Agency shall use the Memorial for the operation of free educational programs for the general public. The Memorial shall be open to the public.

ARTICLE 6. ALTERATIONS AND IMPROVEMENTS

6.1 Alterations. No structure or improvement shall be constructed or maintained, nor shall Agency make any improvements, alterations or additions (collectively "Alterations") without the prior written consent and approval of the plans by the General Manager and the Board, which approval shall not be unreasonably withheld or delayed. The entire cost of such Alterations shall be paid by Agency, including design costs and fees related thereto. In granting approval, City may require the Alterations to be so designed and constructed to allow either the Memorial to be restored to its previous condition at the termination of this Agreement or to allow the structures to be usable by City. Any other approval, permit, or inspection requirements, are in addition to the approval of the General Manager and the Board and shall be obtained for Alterations where required by law.

6.2 "As Built" Drawings. For any Alterations requiring building plans to be prepared and approved, after completion thereof, Agency shall submit to City reproducible "as built" drawings of all Alterations constructed on the Memorial with the sole exception of any security systems.

6.3 No Creation Of Liability. Nothing contained herein shall be construed or deemed to create any obligation or liability, including without limitation liability as a guarantor or surety,

on the part of the City with respect to any Alterations constructed from time to time on the Memorial, or any plans or specifications, construction contracts, financing or other matter, instrument or document of any nature whatsoever relating to such Alterations. City is not and shall at no time be liable to any creditor of Agency or any other persons occupying any part of the Memorial or the Alterations thereon as a sublessee, licensee or otherwise or to any claimant against the estate or property of Agency or such other occupants for any of their debts, losses, contracts or other obligations except under this Agreement. The relationship between the City and Agency is solely that of licensor and Agency and is not and shall not be deemed a partnership or joint venture.

ARTICLE 7. COMPLIANCE WITH ALL LAWS AND REGULATIONS

7.1 Federal, State And Local Laws. Agency agrees that in achieving its goals as set forth in this Agreement, it will comply with all applicable laws, ordinances, rules and regulations enacted or promulgated or which are enacted or promulgated in the future by the City of Los Angeles, the County of Los Angeles, the State of California, and the Federal Government, including any labor and wage laws of the State of California applicable to Public Works Wages. Agency will ensure that each employee and volunteer of Agency working on the Memorial shall have passed the Agency's background check if the individual has supervisory or disciplinary authority over any minor.

7.2 Compliance With Americans With Disabilities Act. Agency agrees that as between Agency and City, Agency shall be responsible for compliance, including all costs of compliance, with the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.) and any and all other federal, state, and local laws related to the accessibility of the Memorial to persons with disabilities.

7.3 Right Of Entry. City, General Manager, and their authorized representatives, agents and employees shall have the right to enter upon the Memorial at any and all reasonable times within operating hours for the purposes of inspection and observation, and for determining Agency's compliance with Article 9 of this Agreement. City shall endeavor to conduct such inspections and observations in a manner calculated to minimize disruption to the use and enjoyment of the Memorial by Agency, its employees, and patrons. Said inspections may be made by persons identified to Agency as City employees or by independent contractors engaged by City. Inspections shall be made with two (2) days' prior notice during operating hours (except in the case of emergency, where no notice is required).

7.4 Operating Permits And Licenses. Agency shall obtain, at its sole expense, any and all permits or licenses that may be required in connection with its operations including, but not limited to, tax permits, business licenses, health permits, building permits, use permits, fire permits, police permits, and any other permits required by applicable governmental agencies.

ARTICLE 8. INSURANCE

8.1 Insurance. Prior to the occupancy of the Memorial, Agency shall furnish the City with evidence of insurance from insurers (i) reasonably acceptable to City, and (ii) approved to write surplus lines in the State of California or licensed to do business in the State of California, on a form reasonably acceptable to the City Administrative Officer, Risk Management for the following coverages and minimum limits of insurance (as summarized on Exhibit B attached to this Agreement) which shall be maintained by Agency at its sole cost and expense throughout the Term of this Agreement.

8.1.1 General Liability Insurance. Agency shall obtain Commercial General Liability insurance with coverage for Memorial and Operations, Products and Completed Operations, Blanket Contractual Liability, Broad Form Property Damage, and Personal Injury coverages included and shall provide for total limits of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit for bodily injury and property damage. Umbrella or Excess Liability coverages may be used to supplement primary coverages to meet required limits. Such insurance shall conform to City requirements established by Charter, ordinance or policy and be in a form reasonably acceptable to City Administrative Officer, Risk Management and provide for the following:

8.1.1.1 Include City, its boards, officers, agents and employees as additional insureds for the development, operation and maintenance of the Memorial and all activities and insured risks related thereto.

8.1.1.2 That the insurance is primary and not contributing with any other insurance maintained by the City of Los Angeles.

8.1.1.3 That the policy includes a Severability of Interest or Cross-Liability clause such as "The policy to which this endorsement is attached shall apply separately to each insured against whom a claim is brought, except with respect to the limits of the company's liability."

8.1.1.4 With respect to the interests of City, if an insurance company elects to cancel insurance before the stated expiration date, or declines to renew in the case of a continuous policy, or materially reduces the coverage period by changing the retroactive date (if any), or the extended discovery period (if any), or reduces the stated limits other than by impairment of an aggregate limit, or materially reduces the scope of coverage which affects City's interest, the company will provide City at least thirty (30) days prior written notice of such election. In addition to the persons and addresses required notice pursuant to Section (page), notice will be made by receipted delivery addressed as follows: City Administrative Officer, Risk Management, City Hall East, Room 1240, 200 North Main Street, Los Angeles, California 90012, or at such address as City may, from time to time, specify by written notice. It is understood, however, that such notice to City shall not affect the company's right to give a lesser notice to Agency in the event of nonpayment of premium.

8.1.1.5 Coverage of Improvements. At all times during the Term of the Agreement or any extension of the Agreement, with respect to any improvements made by Agency on the Memorial ("Improvements"), Agency shall, at its sole cost and expense, cause to be provided and kept in force and effect insurance policies, naming City as an additional insured, against loss or damage to the Improvements, in amount consistent with what a prudent operator of a comparable building would carry providing replacement cost coverage for perils typically insured against in a California standard form fire insurance policy. The replacement cost of the Improvements shall be determined in accordance with the standard practices of the insurance industry and evidenced by the certificate of the insurance company or companies issuing such insurance at the time the policy or policies are obtained. Such coverage is not expected to respond to the active negligence of the City. The City is to be named a Loss Payee As Its Interest May Appear in the property insurance in which the City has an interest, eg., as a lien holder. The General Manager shall have the ability, from time to time, to re-determine the valuation of the Improvements.

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

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

8.1.1.8 **Adjustment of Insurance Levels.** City reserves the right at any time during the Term of this Agreement, at its sole discretion applying generally accepted Risk Management principles, to change the amounts and types of insurance required hereunder effective at the renewal date of insurance then in effect (in no case more than one year from the written notice) by giving ninety (90) days written notice provided that such amounts and/or types shall be reasonably available to at commercially reasonable premiums.

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

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

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

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

8.4 **INTENTIONALLY OMITTED**

8.5 Indemnification. Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **AGENCY** 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, 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 whatsoever, for death or injury to any person, including **AGENCY'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **AGENCY**, its contractor(s) or subcontractor(s), or its board, 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.

ARTICLE 9. MAINTENANCE, OPERATION AND SECURITY

9.1 Maintenance and Operation of Memorial. Agency agrees to operate and maintain, or cause others to maintain and operate, at Agency's sole cost and expense, the Memorial in a condition that at a minimum conforms to the standard of maintenance described in Paragraph 9.2 of this Agreement, during the entire term of this Agreement. Operation and maintenance duties shall include but are not limited to maintenance and repair of the electrical systems, lighting, electronic equipment, structures, trash collection, and security within the Memorial (as applicable).

9.2 Standard. City and Agency desire the Memorial and the Park to be operated and maintained in a condition so they can be safely used for the operation of educational public programs and related uses. The condition and state of repair covering the Memorial, shall at all times be, without limitation, as follows: Secured and watertight and safe and free from hazard; free from unsightly signs, displays, markings, and graffiti; free from litter, debris and dead leaves; walkways, fencing and landscaping in neat and safe condition; and all areas in such condition as not to detract from the surrounding neighborhood.

9.3 Safety Requirements and Correction of Deficiencies. Agency shall provide for the safety of its employees, co-operators, and the general public in their use of the Memorial under this Agreement. Agency shall promptly correct all safety deficiencies and violations of safety practices in the Memorial of which it has knowledge and shall cooperate fully with City in the investigation of accidents occurring at the Memorial.

Agency shall take steps to ensure that all accidents involving personal injury and/or property damage and fires occurring within the Memorial of which Agency has actual knowledge are reported immediately to General Manager. In the event of injury to a patron or customer, Agency shall use its best efforts to contact the appropriate first responders to attend to the injured person; provided, however, that nothing in this Section is intended to confer any third-party beneficiary status on any person not a party to this Agreement. As soon as possible thereafter, Agency shall submit to City, a City Form General No. 87 ("Non-Employee Accident or Illness Report").

9.3.1 Agency shall designate a staff person with authority to represent and to carry out Agency's responsibilities for health and safety under this Agreement. Such

designation shall be in writing with notification to General Manager within thirty (30) days from the date of Effective Date of this Agreement.

9.3.2 Agency shall provide and maintain adequate first aid equipment to serve the potential needs of employees, its contractors and co-operators, and the general public in their use of the Memorial.

9.3.3 Agency shall, in consultation with General Manager, and other appropriate inspection officials, participate in a regular program of Fire and Safety Inspections covering the Memorial.

9.3.4 Agency shall provide and maintain portable fire extinguishers of appropriate size, type, and distribution to adequately protect the Memorial.

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

9.5 Refuse and Trash; Recycling. Agency shall keep the Memorial neat, clean and sanitary at all times. No refuse matter, nor any substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or allowed to remain thereon, and Agency shall take all reasonable precautions to prevent any such matter or material from being or accumulating upon the Memorial. Agency shall provide for the collection and removal of all garbage and/or refuse from the Memorial as often as necessary. Agency shall, during the Term of this Agreement or any extension thereof, conduct a recycling program on the Memorial. Such program will include all materials which may be reasonably recycled (e.g. white paper, mixed paper, newspaper, aluminum cans, and plastic and glass containers).

9.6 Security. Agency shall be responsible to provide all security for the Memorial, including any security measures as may be reasonably requested by Department.

ARTICLE 10. UTILITIES, SEWERS, AND STORM DRAINS

10.1 Utilities. Agency shall pay or cause to be paid all service charges for water, sewer, electricity, power and all other utilities or services used rendered or supplied to, upon or in connection with the Memorial.

ARTICLE 11. DAMAGE

11.1 Damage. Except as otherwise provided in this Agreement, if the Improvements located on the Memorial are damaged and such damage was caused by fire or other peril covered by Agency's insurance, Agency agrees to repair such damage and the Agreement shall continue in full force and effect. If such Improvements are damaged as the result of any cause other than perils required to be covered by Agency's insurance, then Agency may, at Agency's option, either (a) repair such damage as soon as reasonably practicable at Agency's sole cost

and expense, in which event this Agreement shall continue in full force and effect, or (b) give written notice to City within ninety (90) days after the date of occurrence of such damage of Agency's intention to cancel and terminate this Agreement as of the date of occurrence of such damage, in which event the Agreement shall terminate and the City shall release Agency from the provisions of this Agreement.

11.2 Obligation To Restore. If this Agreement is not terminated pursuant to any of the provisions of this Article 11, Agency shall, to the extent of available insurance proceeds plus any deductible Agency elected to carry, promptly and diligently restore and repair the improvements to substantially the same condition, to the extent possible, they were in immediately prior to the occurrence of the damage, except for modifications required by building codes and other laws and except for any other modifications to the improvements considered desirable by the Department and approved by the General Manager. Agency's obligation to restore is subject to reasonable delays for insurance adjustment and other matters beyond Agency's reasonable control.

ARTICLE 12. HAZARDOUS MATERIALS

12.1 Hazardous Materials. City and Agency agree as follows with respect to the existence or use of Hazardous Material (as defined in Paragraph 12.1.3) on the Memorial:

12.1.1 Prohibition. Agency shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Memorial (other than common products typically used in connection with the operation of similar parks) by its agents, employees, tenants, sub-Agencys, contractors or invitees in violation of law or in quantities which would require reporting to a governmental entity, without the prior written consent of General Manager, acting at General Manager's sole discretion. If Agency breaches the obligations stated in the preceding sentence, or if the presence of Hazardous Material on the Memorial caused by Agency results in contamination of the Memorial, or if contamination of the Memorial by Hazardous Material otherwise occurs for which Agency is legally liable to City for damage resulting therefrom, then, Agency shall indemnify, hold City harmless, and defend City (with counsel reasonably acceptable to City) from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Memorial, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Term as a result of such contamination, except to the extent such contamination is related to the negligence or willful misconduct of the City. This indemnification of City by Agency includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the Memorial, which was caused by Agency. Without limiting the foregoing, if the presence of any Hazardous Material on the Memorial caused by Agency results in any contamination of the Memorial, Agency shall promptly take all actions at its sole expense as are necessary to return the Memorial to the condition existing prior to the introduction of any such Hazardous Material to the Memorial; provided that City's approval of such actions shall first be obtained.

12.1.2 Compliance Costs. Notwithstanding anything to the contrary in Section 12.1.1 above, City and Agency acknowledge that City is legally liable for the costs of complying with laws relating to Hazardous Material under the following circumstances: (1) Hazardous Material present in the soil or ground water which was not introduced to the soil or ground water by Agency; (2) a change in any statutes, laws, ordinances, rules, regulations and orders of

governmental authorities ("Laws") which relate to Hazardous Material which make such Hazardous Material which is present on the Memorial as of the date Agency initially occupied the Memorial, whether known or unknown to City, a violation of such new Laws; (3) Hazardous Material that migrates, flows, percolates, diffuses or in any way moves on to or under the land and was not introduced to the Memorial by Agency; (4) Hazardous Material present on or under the land as a result of any discharge, dumping or spilling (whether accidental or otherwise) on the land by other occupiers of the Park or the Memorial or their agents, employees, contractors or invitees, or by others. Accordingly, City and Agency agree that any loss by City related to such Hazardous Materials, including, but not limited to, any claims, judgments, damages, penalties, fines, liabilities or costs of complying with Laws shall be borne by City.

12.1.3 "Hazardous Material" - Definition. As used herein, the defined term "Hazardous Material" means any chemical, substance, material, or waste or component thereof the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy, or common law, or which is now or hereafter listed, defined, or regulated as a flammable explosive, radioactive material, hazardous or toxic chemical, substance, material or waste or component thereof (whether injurious by themselves or in conjunction with other materials) by any federal, state, or local governing or regulatory body having jurisdiction, or which would trigger any employee or community "right-to-know" requirements adopted by such body, or for which any such body has adopted any requirements for the preparation or distribution of a material safety data sheet. "Hazardous Material" includes, without limitation, any material or substance which is: (1) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (2) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health and Safety Code Section 25300, et seq.); (3) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory, California Health and Safety Code Section 25500, et seq.); (4) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances, California Health and Safety Code Section 25280, et seq.); (5) petroleum; (6) asbestos; (7) defined as a "hazardous constituent," "hazardous material," "hazardous waste," or "toxic waste" under Article 2 of Chapter 10 (Section 66260.10) or defined as a "hazardous waste" under Article 1 of Chapter 11 (Section 66261.3) of Title 22 of the California Code of Regulations, Division 4.5 (Environmental Health Standards for the Management of Hazardous Waste, 22 C.C.R. Section 66001, et seq.); (8) designated as a "hazardous substance" pursuant to Section 311 (33 U.S.C. § 1321) of the Clean Water Act of 1977, as amended (Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq.); (9) defined as a "hazardous waste" pursuant to Section 1004 (42 U.S.C. § 6903) of the Federal Resource Conservation and Recovery Act of 1976, as amended (RCRA, 42 U.S.C. § 6901, et seq.); (10) defined as a "hazardous substance" pursuant to Section 101 (42 U.S.C. § 9601) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA, 42 U.S.C. § 9601, et seq.); or (11) defined as "hazardous material" under Section 103 (49 U.S.C. § 1802) of the Hazardous Materials Transportation Act (49 U.S.C. § 1801, et seq.), as such laws may be amended from time to time, and the regulations adopted and publications promulgated pursuant to such laws.

12.1.4 Disposal of Hazardous Material. If Agency and/or its contractor, dispose of any soil, material, chemicals, fluids, or groundwater contaminated with Hazardous Material,

Agency shall provide City copies of all permits, certificates, and records relating to such disposal, including a copy of each uniform hazardous waste manifest indicating the quantity and type of material being disposed of, the method of transportation of the material to the disposal site and the location of the disposal site.

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

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

ARTICLE 13. DEFAULT, CANCELLATION AND TERMINATION

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

13.1.1 Breach Of Agreement. Agency materially breaches or fails in the performance of any of the provisions or conditions of this Agreement, including without limitation, failure to maintain required insurance coverage(s), and failure to perform or comply with any of the other agreement, terms, covenants or conditions hereof on Agency's part to be performed or complied with, including without limitation, its obligation to maintain and operate the Memorial in accordance with Article 9 hereof and its obligation to use the Memorial for the purposes stated in Section 5.1, and its obligation to comply with the provisions of Article 18 (Ordinance Mandated Provisions), or should Agency cease to operate; or

13.1.2 Failure To Conform To Laws. Agency fails to materially conform to statutes and regulations of the United States, State of California, the County of Los Angeles, or the City of Los Angeles, and any other applicable law, or the deed by which the City holds the Memorial; or

13.1.3 Attempted Transfer. Agency participates in any transfer or attempted transfer of this Agreement which is not expressly permitted under the terms of this Agreement.

13.2 Default - City's Remedies. If any one or more Events of Default set forth in Section 13.1 occurs, then City may, at its election, without any further notice to or authorization

from Agency, and without waiving its rights at any time to select any other remedy provided in this Section, elsewhere in this Agreement, or under law, do any one of the following:

13.2.1 Termination and Substitution of Successor. City may give Agency written notice of such Event of Default. If Agency does not cure said default within thirty (30) days after notice (or forthwith for a default involving sanitary or safety conditions and maintaining insurance required under this Agreement, or such longer period as is reasonably necessary to remedy such default, provided that Agency shall continuously and diligently pursue such remedy at all times until such default is cured), City may, upon delivering written notice to Agency, terminate this Agreement. Should said termination be ordered, Agency will peaceably surrender and vacate the Memorial and will comply with all of the requirements of this Agreement with regard to termination.

13.2.2 Specific Performance. City may file with the appropriate court of competent jurisdiction an action for specific performance under this Agreement;

13.2.3 Remedies Exclusive. The specified remedies of Termination and Substitution of Successor and Specific Performance are exclusive of any other remedies afforded by law.

13.3 No Waiver. The conduct of either party or the acceptance of all or part of any payment by City after an Event of Default for any period after an Event of Default shall not be deemed a waiver of any rights and remedies, nor a waiver of the default of the same or any other provision, covenant or condition. Waiver by either City or Agency of any breach by the other of any covenant, condition or obligation herein contained or failure by either City or Agency to exercise any right or remedy in respect of any such breach shall not constitute a waiver or relinquishment for the failure of any such covenant, condition or obligation or of any subsequent breach of any such covenant, condition or obligation nor bar any right or remedy of City or Agency in respect of any such subsequent breach.

13.4 Default By City. In the event City defaults in the performance of any of the provisions or conditions of this Agreement, and if a written notice of such default is issued to City by Agency, and if City does not commence to cure said default within sixty (60) days of receipt of said notice, Agency may terminate this Agreement or obtain specific performance, except that where immediate action is reasonably required, Agency may immediately obtain specific performance.

ARTICLE 14. SURRENDER OF MEMORIAL

14.1 Surrender Of Memorial. Upon termination of this Agreement for any reason whatsoever, Agency shall quit and surrender its use of the Memorial to City and ensure the Memorial is in good and usable condition, reasonable wear and tear and damage by fire or other casualty excepted.

14.2 Failure To Surrender. If Agency fails to surrender its use of the Memorial, together with the improvements thereon, upon the termination of this Agreement, Agency agrees to indemnify and hold harmless City from and against any loss or liability, including costs and reasonable attorney's fees, resulting from such failure to surrender, including, but not limited to, any claims made by any succeeding entity based on or resulting from such failure to surrender. Nothing herein contained shall be construed as a consent to any occupancy, use or

possession of any portion of the Memorial and the improvements thereon by Agency beyond the expiration of the Term or the earlier termination of this Agreement.

ARTICLE 15. ASSIGNMENT AND BANKRUPTCY

15.1 Assignment And Subletting. Except as described in Section 15.1.1 below, Agency shall not sublet the Memorial or any part thereof or allow the same to be used or occupied by any other person, group or organization for any other use than that herein specified, nor assign this Agreement, in whole or in part, nor transfer, assign or in any manner convey any of the rights or privileges herein granted to any other entity without the prior written approval of City, which approval shall not be unreasonably withheld. Any attempt to sublease, assign or transfer without the written consent required by this Section shall be void and shall transfer no rights to the Memorial. Notwithstanding the foregoing, Agency may assign this Agreement to an affiliate of Agency without the prior consent of City. The use of the Memorial by other non-profit organizations which provide programming in the Memorial and/or the short term and occasional use of the Memorial for other activities such as location filming, special events, and projects with artists or other non-profit or governmental agencies shall not be considered assignments or subletting and Agency may allow such use without the prior written consent of City (however, net income, if any, from such activities is subject to the provisions of Section 5.2).

15.2 Bankruptcy. To the extent permitted by law, neither this Agreement nor the rights herein granted shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceedings in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. To the extent the previous sentence is not permitted by law, in the event that Agency shall be adjudicated a bankrupt, or become involved in any proceedings under the bankruptcy laws of the United States or the receivership laws of the State of California, or if the Agreement interest created by this Agreement or any improvements constructed pursuant to this Agreement are transferred due to operations of law, including, without limitation, the enforcement of a judgment, the trustee in bankruptcy, the receiver, the assignee, or the judgment purchaser shall be bound by all provisions of this Agreement, including, without limitation, the requirement that the Memorial be operated by a nonprofit entity.

ARTICLE 16. CONDEMNATION

16.1 Eminent Domain. Should the Memorial be taken for public use under the power of eminent domain or by negotiated sale and purchase in lieu thereof, this Agreement shall immediately terminate upon acquisition of said property for public use, and any compensation, sums, or anything of value awarded, paid, or received for or on account of the Memorial shall be allocated to the parties in accordance with their respective interests in the Memorial. If a portion only of the Memorial is taken and the remainder is suitable for continued use under the provisions of this Agreement, Agency may, at Agency's option, terminate the Agreement by delivering written notice of Agency's election to City within forty-five (45) days following such taking. In the case Agency elects not to terminate the Agreement, the entire award including severance damages to land and improvements shall belong to City for the restoration of the Memorial.

To the extent permitted by Law, the City, for itself and for any entity controlled by or related to the City, hereby agrees that a total taking of the Agency's interest in this Agreement or a partial taking that would give Agency a right to terminate this Agreement pursuant to this section shall only be effected if the City reasonably determines that (a) the overriding public interest or

necessity requires the City to take possession of the Memorial, (b) the City's proposed use of the Memorial is planned and located in a manner that will be most compatible with the greatest public good and least private injury and (c) the Memorial is necessary for the City's overriding proposed use. Further, if the taking results in a termination of this Agreement, the City and the Agency stipulate to an award for Agency's interest in the Agreement, which will be paid solely to Agency, that is the greater of (i) the award determined by a court for such taking or (ii) the "Unamortized Improvement Value," the amount of which shall be calculated in accordance with the following:

As used herein, the term "Cost of Improvements" shall mean the sum of all amounts expended by Agency for the repair of the buildings and and all amounts subsequently expended by Agency for other improvements and Alterations to the Memorial.

The Cost of Improvements shall be amortized over a number of years equal to the number of remaining Agreement years at a rate of interest equal to the prime rate of interest as published in the Wall Street Journal plus two percent (2%) in effect as of the date of each completion of such Improvement. The Unamortized Improvement Value shall be equal to the sum obtained by adding the unamortized values calculated in accordance with the foregoing two sentences as of the date of condemnation.

ARTICLE 17. NOTICES

17.1 Notices. All notices and demands which may or are to be required or permitted to be given by either party to the other hereunder shall be in writing. All notices and demands shall be personally delivered (including by means of professional messenger service), sent by United States mail, postage prepaid, return receipt requested, or transmitted by telecopier (e.g., Fax) or electronic mail, in which case the receiving party shall immediately confirm receipt of such telecopied or e-mailed notice. All notices are effective upon receipt. For the purposes of such notices, the addresses for the parties are set forth in Section 17.2 below. In the event City is unable to give notice to Agency at the address(es) provided to City by Agency, notice shall be deemed effective when addressed to Agency at the Memorial. Either party may from time to time designate another person or place in a notice.

17.2 Notices - Where Sent. All notices given under this Agreement which are mailed or telecopied shall be addressed (unless re-designated as provided above) to the respective parties as follows:

To City:

City of Los Angeles
Board of Recreation and Park Commissioners
221 North Figueroa Street, Room 300
Los Angeles, California 90012

Telephone: (213) 202-2640
Facsimile: (213) 202-2610

with a copy of any notice to:

Department of Recreation and Parks
General Manager
221 North Figueroa Street, Room 350
Los Angeles, California 90012

Telephone: (213) 202-2633
Facsimile: (213) 202-2614

and with another copy of any notice to:

Office of the City Attorney
General Counsel Division
200 North Main Street, Room 700 City Hall
East
Los Angeles, California 90012-4130

Facsimile: (213) 978-8090

To Agency:

THE WALL LAS MEMORIAS
Attention: Richard Zaldivar
Executive Director
111 North Avenue 56
Los Angeles, CA 90042

Telephone: (323) 257-1056
Facsimile: (323) 257-1625

ARTICLE 18. ORDINANCE MANDATED PROVISIONS

18.1 Child Support Assignment Orders. This Agreement is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code related to Child Support Assignment Orders. Pursuant to this Section, (and any contractor or subcontractor providing services to City under this Agreement) shall (1) fully comply with all State and Federal employment reporting requirements for contractor's or subcontractor's employees applicable to Child Support Assignment Orders; (2) certify that the principal owner(s) thereof and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230, et seq.; and (4) maintain such compliance throughout the Term of this Agreement. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of Agency or an applicable subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) contractor or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default of this Agreement.

18.2 Service Contract Worker Retention Ordinance. This Agreement is subject to the Service Contract Worker Retention Ordinance ("SCWRO") (Section 10.36, et seq, of the Los Angeles Administrative Code). The SCWRO requires that, unless specific exemptions apply, all employers (as defined) under contracts that are primarily for the furnishing of services to or for the City of Los Angeles and that involve an expenditure or receipt in excess of \$25,000 and a

contract term of at least three (3) months shall provide retention by a successor contractor for a ninety-day (90-day) transition period of the employees who have been employed for the preceding twelve (12) months or more by the terminated contractor or subcontractor, if any, as provided for in the SCWRO. Under the provisions of Section 10.36.3(c) of the Los Angeles Administrative Code, City has the authority, under appropriate circumstances, to terminate this Agreement and otherwise pursue legal remedies that may be available if City determines that the subject contractor violated the provisions of the SCWRO.

18.3 Living Wage Ordinance.

18.3.1 General Provisions: Living Wage Policy. This Agreement is subject to the Living Wage Ordinance ("LWO") (Section 10.37, et seq, of the Los Angeles Administrative Code). The LWO requires that, unless specific exemptions apply, any employees of Agencies or licensees of City property who render services on the Agreement or licensed Memorial are covered by the LWO if any of the following applies: (1) the services are rendered on Memorial at least a portion of which are visited by substantial numbers of the public on a frequent basis, (2) any of the services could feasibly be performed by City of Los Angeles employees if the awarding authority had the requisite financial and staffing resources, or (3) the designated administrative agency of the City of Los Angeles has determined in writing that coverage would further the proprietary interests of the City of Los Angeles. Employees covered by the LWO are required to be paid not less than a minimum initial wage rate, as adjusted each year (July 1, 2004, levels: \$8.78 per hour with health benefits of at least \$1.25 per hour or otherwise \$10.03 per hour). The LWO also requires that employees be provided with at least twelve (12) compensated days off per year for sick leave, vacation, or personal necessity at the employee's request, and at least ten (10) additional days per year of uncompensated time pursuant to Section 10.37.2(b). The LWO requires employers to inform employees making less than twelve dollars (\$12) per hour of their possible right to the federal Earned Income Tax Credit ("EITC") and to make available the forms required to secure advance EITC payments from the employer pursuant to Section 10.37.4. LACGC shall permit access to work sites for authorized City representatives to review the operation, payroll, and related documents, and to provide certified copies of the relevant records upon request by the City. Whether or not subject to the LWO, Agency shall not retaliate against any employee claiming non-compliance with the provisions of the LWO, and, in addition, pursuant to Section 10.37.6(c), Agency agrees to comply with federal law prohibiting retaliation for union organizing.

18.3.2 Living Wage Coverage Determination. The Board of Recreation and Parks Commissioners and the Office of the City Administrative Officer have made an initial determination as to whether this Agreement is a proprietary lease or a proprietary license under the LWO, and, if so, whether it is exempt from coverage by the LWO. If the determination has been made that the LWO is applicable to with respect to this Agreement, a Declaration of Compliance, must be executed by Agency prior to or contemporaneously with this Agreement. Determinations as to whether this Agreement is a proprietary lease or license covered by the LWO, or whether an employer or employee are exempt from coverage under the LWO are not final, but are subject to review and revision as additional facts are examined and/or other interpretations of the law are considered. In some circumstances, applications for exemption must be renewed periodically (e.g., every two (2) years for proprietary lessees or licenses claiming exemption due to annual gross revenues of less than \$200,000 and with less than seven (7) employees (Section 10.37.1(l)). City shall notify Agency in writing about any redetermination by City of coverage or exemption status. To the extent Agency claims non-coverage or exemption from the provisions of the LWO, the burden shall be on Agency to prove such non-coverage or exemption.

18.3.3 Termination Provisions And Other Remedies: Living Wage Policy.

Under the provisions of Section 10.37.6(c) of the Los Angeles Administrative Code, violation of the LWO shall constitute a material breach of this Agreement.

18.4 Non-Discrimination. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, or medical condition in the lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Memorial or any part of the Memorial or any operations or activities conducted on the Memorial or any part of the Memorial, nor shall Agency or any person claiming under or through Agency establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of tenants, subtenants, or vendees of the Memorial. Any sublease or assignment which may be permitted under this Agreement shall also be subject to the non-discrimination clauses contained in this Section 18.4.

18.4.1 Non-Discrimination In Employment. During the Term of this Agreement Agency agrees not to discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status or medical condition. Agency shall take affirmative action to insure that applicants for employment are treated during the Term of this Agreement without regard to the aforementioned factors and shall comply with the affirmative action requirements of the Los Angeles Administrative Code sections 10.8, et seq., or any successor ordinances or law concerned with discrimination.

18.5 Contractor Responsibility Ordinance

18.5.1 General Provisions; Contractor Responsibility Policy. This Agreement is subject to the Contractor Responsibility Ordinance ("CRO") (Section 10.40, et seq, of the Los Angeles Administrative Code "LAAC") and the rules and regulations promulgated pursuant thereto as they may be updated. The CRO requires that, unless specific exemptions apply as specified in LAAC 10.37.1(l)(b) or LAAC 10.40.4, lessees or licensees of City property who render services on the leased or licensed Memorial are covered by the CRO if any of the following applies: (1) the services are rendered on Memorial at least a portion of which are visited by substantial numbers of the public on a frequent basis, (2) any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources, or (3) a designated administrative agency of the City has determined in writing that coverage would further the proprietary interests of the City. Lessees or licensees of City property who are not exempt pursuant to LAAC 10.40.4 (a) or (b), unless subject to the CRO solely due to an amendment to an existing lease or license, are required to have completed a questionnaire ("Questionnaire") signed under penalty of perjury designed to assist the City in determination that the lessee or licensee is one that has the necessary quality, fitness and capacity to perform the work set forth in the contract. All lessees or licensees of City property who are covered by the CRO, including those subject to the CRO due to an amendment, are required to complete the following Pledge of Compliance ("POC"):

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

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

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

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

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

Agency shall ensure that its subcontractors meet the criteria for responsibility set forth in the CRO and any rules and regulations promulgated thereto. Agency may not use any subcontractor that has been determined or found to be a non-responsible contractor by City. Subject to approval by the awarding authority, Agency may substitute a non-responsible subcontractor with another subcontractor with no change in the consideration for this Agreement. Agency shall submit to City a Pledge of Compliance, for each subcontractor listed by the Agency in its Questionnaire, as performing work on this Agreement within thirty (30) calendar days of execution of this Agreement, unless the Department of General Services requires in its discretion the submission of a Pledge of Compliance within a shorter time period. The signature of Agency shall constitute a declaration under penalty of perjury that Agency shall comply with the POC.

18.5.2 Update of Information. Agency shall:

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

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

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

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

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

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

18.5.3 Compliance; Termination Provisions and Other Remedies. If Agency is not initially exempt from the CRO, Agency shall comply with all of the provisions of the CRO and this Agreement. If Agency is initially exempt from the CRO, but later no longer qualifies for such exemption, Agency shall, at such time Agency is no longer exempt, comply with the provisions of the CRO and this Agreement. Failure to comply with the provisions of the CRO, including without limitation the requirements that all responses to the Questionnaire are complete and accurate, to provide updates as provided therein and to correct any deficiencies within ten (10) days of notice by City, or failure to comply with the provisions of this Agreement shall constitute a material breach of this Agreement.

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

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

duly made that Agency has failed to comply with the Equal Employment Practices provisions of this Agreement, this Agreement may be forthwith terminated.

18.8 Tax Registration Certificates And Tax Payments. This Section is applicable where Agency is engaged in business within the City of Los Angeles and is required to obtain a Tax Registration Certificate ("TRC") pursuant to one or more of the following articles (collectively "Tax Ordinances") of Chapter II of the Los Angeles Municipal Code: Article 1 (Business Tax Ordinance) [section 21.00, et seq.], Article 1.3 (Commercial Agency's Occupancy Tax) [section 21.3.1, et seq.], Article 1.7 (Transient Occupancy Tax) [Section 21.7.1, et seq.], Article 1.11 (Payroll Expense Tax) [Section 21.11.1, et seq.], or Article 1.15 (Parking Occupancy Tax) [Section 21.15.1, et seq.]. Prior to the Effective Date of this Agreement, or the effective date of any extension of the Term or renewal of this Agreement, Agency shall provide to the Department of General Services proof satisfactory to the General Manager of the Department of General Services that Agency has the required TRCs and that Agency is not then currently delinquent in any tax payment required under the Tax Ordinances. City may terminate this Agreement upon thirty (30) days' prior written notice to Agency if City determines that Agency failed to have the required TRCs or was delinquent in any tax payments required under the Tax Ordinances at the time of entering into, extending the Term of, or renewing this Agreement. City may also terminate this Agreement upon ninety (90) days prior written notice to at any time during the Term of this Agreement if Agency fails to maintain required TRCs or becomes delinquent in tax payments required under the Tax Ordinances and fails to cure such deficiencies within the ninety (90) day period (in lieu of any time for cure provided in Section 15).

ARTICLE 19. MISCELLANEOUS PROVISIONS

19.1 Amendment Of Agreement. No amendment, modification, supplement or mutual termination of any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by City and Agency.

19.2 Binding Effect. Subject to the provisions of this Agreement relative to assignment (Article 15), this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, transferees, successors and assigns of the respective parties hereto.

19.3 Captions, Table Of Contents, And Index. The captions, table of contents, and index of this Agreement are inserted only as a matter of convenience and reference, and they in no way define, limit, or describe the scope of any provisions of this Agreement, or the intent of any provision of this Agreement, and shall not be used with respect to the interpretation of any provision of this Agreement.

19.4 Conflict Of Laws And Venue. This Agreement shall be governed by and construed under the laws of the State of California. Venue on any action arising out of this Agreement will be proper only in the County of Los Angeles, State of California.

19.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument.

19.6 Exhibits - In Agreement. All exhibits referred to are attached to this Agreement and incorporated by reference.

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

19.8 Gender. As used herein, the neuter gender includes the feminine and masculine, the masculine includes the feminine and the neuter and feminine includes the masculine and the neuter, and each includes , limited liability companies, partnerships or other legal entities when the context so requires.

19.9 Memorandum Of Agreement. A Memorandum of Agreement, substantially in the form as that attached to this Agreement as Exhibit C, shall be completed and executed by both parties concurrently with the execution of this Agreement. City shall record such Memorandum of Agreement at its sole cost and expense immediately after execution of the Agreement.

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

19.11 No Relocation Assistance. Agency acknowledges that it is not entitled to relocation assistance or any other benefits under the California Relocation Assistance Act (Government Code Section 7260, et seq.), the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C.A. §4601, et seq.), or any other provisions of law upon termination of this Agreement.

19.12 Possessory Interest Tax. By executing this Agreement and accepting the benefits thereof, Agency may be creating a property interest known as "possessory interest" which may be subject to property taxation. Agency, as the party in whom the possessory interest is vested, shall be responsible for the payment of all property taxes, if any, levied upon such interest. Agency acknowledges that the notice required under California Revenue and Taxation Code section 107.6 has been provided.

19.13 Quiet Enjoyment. If Agency is not in default as provided herein, Agency shall and may peaceably and quietly have, hold, and enjoy the Memorial with necessary ingress and egress in accordance with the provisions hereof.

19.14 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19.15 Sole Discretion. Except as otherwise expressly provided herein, all approvals, elections, consents, agreements, determinations, options and actions of City required pursuant to this Agreement shall be granted in City's sole and absolute discretion. The parties expressly agree that City or General Manager or other City of Los Angeles agency, as the case may be, has the absolute unfettered discretion to grant or withhold approval, either arbitrarily or otherwise, and without or without reason, and neither Agency nor any other party or tribunal shall have any right or power to inquire into or review the granting or withholding of such approval or the reasons or lack of reasons therefore.

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

[Signature Page to Follow]

IN WITNESS WHEREOF, the CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS, and the THE WALL LAS MEMORIAS, a California non-profit organization, Agency herein, have caused this Agreement to be executed as of the date below to be effective as of the Effective Date.

Executed this _____ day
of _____, 20____

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

By _____
President

By _____
Secretary

Executed this _____ day
of _____, 20____

THE WALL LAS MEMORIAS, a California
non-profit organization

By _____
President

By _____
Secretary

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO, City Attorney

By _____
Deputy City Attorney

Date: _____

ATTEST:
PATRICE LATTIMORE, City Clerk

By _____
Deputy City Clerk

Council File Number: _____ Date of Approval: _____

Said Agreement is Number _____ of City Contracts

EXHIBIT A: PLOT PLAN

MAP



STREET ADDRESS: Lincoln Park - 3501 Valley Boulevard, Los Angeles, CA 90031

EXHIBIT B: INSURANCE REQUIREMENTS

Attached

EXHIBIT C: MEMORANDUM OF AGREEMENT

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND
PARKS

c/o Office of the City Attorney
General Counsel Division
Room 700, James K. Hahn City Hall East
200 North Main Street
Los Angeles, California 90012

Free recording in accordance with
California Government Code section
6103

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is made as of the date of attestation by the City Clerk of the City of Los Angeles on page 2 of this Memorandum, by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), and THE WALL LAS MEMORIAS, a California non-profit organization ("Agency"), who agree as follows:

1. Term and Memorial. City grants to Agency, and Agency agrees from City, to renovate, maintain and operate that portion of real property located at 3501 Valley Boulevard, Los Angeles, CA 90031, in the city of Los Angeles, County of Los Angeles, State of California; known as The Wall Las Memorias at Lincoln Park, for a term of ten (10) years, on or about the Effective Date (as defined in the Agreement), on the provisions of the agreement between the parties ("Agreement"). These provisions are incorporated into this Memorandum by reference.
2. Provisions Binding On Agency. The provisions of the Agreement to be performed by Agency, whether affirmative or negative in nature, are intended to and shall bind Agency and its successors and assigns at any time, and shall inure to the benefit of City and its successors and assigns.
3. Provisions Binding on City. The provisions of the Agreement to be performed by City, whether affirmative or negative in nature, are intended to and shall bind City and its successors and assigns at any time, and shall inure to the benefit of Agency and its successors and assigns.
4. Purpose of Memorandum. This Memorandum is prepared for the purpose of recordation, and it in no way modifies the provisions of the Agreement.
5. Reference to Agreement for All Purposes. Reference is hereby made to the entire Agreement for any and all purposes. A true copy of the Agreement is on file with the City Clerk of the City of Los Angeles, whose office is Room 360, City Hall, 200 North Spring Street, Los Angeles, California 90012.

Executed this _____ day
of _____, 20__

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

By Do Not Sign
PRESIDENT

By Do Not Sign
SECRETARY

Executed this _____ day
of _____, 20__

THE WALL LAS MEMORIAS, a California
non-profit organization

By Do Not Sign

Approved as to Form:

Date:

MICHAEL N. FEUER,
City Attorney

By _____
Deputy City Attorney

ATTEST:

Date:

HOLLY WOLCOTT, City Clerk

By

DEPUTY CITY CLERK

Council File Number: _____ Date of Approval: _____
Said Agreement is Number _____ of City Contracts

EXHIBIT D: DESIGN PLANS

Attached

