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(213) 202-2633

August 20, 2026

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

Honorable Members of the City Council:

Subject:

Cheviot Hills Recreation Center – Agreement With Rancho Preschool Inc., for the Continued Operation of a Recreational Child Development and Preschool Program on Park Property; Categorical Exemption from the Provisions of the California Environmental Quality Act (CEQA) Pursuant to Article III, Section 1, Class 1(14) [Issuance of a License to use an Existing Structure Involving Negligible or No Expansion of Use] of City CEQA Guidelines and Article 19, Section 15301 of California CEQA Guidelines

Recommendation for Council Action:

The Board of Recreation and Park Commissioners (Board) respectfully requests City Council (i) Approve the proposed agreement (Agreement) with Rancho Preschool Inc., a California non-profit corporation, setting forth the terms and conditions for the operation of a recreational child development and preschool program during the academic season at the Cheviot Hills Aquatic building located at Cheviot Hills Recreation Center.

Background:

Rancho Preschool Inc. (Organization) is a non-profit organization that has been operating a parent cooperative preschool program in the Cheviot Hills Aquatic building (Premises) at the Cheviot Hills Recreation Center (Park), located at 2551 Motor Avenue in the West Los Angeles community, since 1972. The Organization provides a recreational, play-based early childhood development and preschool program for up to twenty-four children ages two years and six months to five years old (Program) at the Premises. The normal operating schedule for the school year is based on the traditional Los Angeles Unified School District calendar, September through May.

The Organization proposes to provide a preschool program for younger children, as well as a Transitional Kindergarten program for older children which includes structured age-appropriate learning activities. The annual tuition charged by the Organization for the 2026/27 school year is \$4,500 (\$500 per month for 9 months) for the Transitional Kindergarten program and \$3,825 (\$425 per month for 9 months) for all younger students. The Organization is able to charge less than other operators due to the relatively low operating costs, relying on two instructors as well as parents that volunteer their time. Further, the Organization does not pay rent, and costs for



Honorable City Council
August 20, 2026

utilities, trash, and maintenance are minimal and covered through cost recovery reimbursement payments made to RAP. The proposed Agreement provides that RAP be notified in advance of any increases in rates and fees and that RAP staff evaluate the appropriateness of any rates and fees as part of its evaluation of the Organization with the intent of keeping the tuition as affordable and accessible as possible. Given this commitment to affordability and accessibility, as well as the Organization's decades-long experience operating the Program at the Premises, staff recommends continuing the collaborative relationship with the Organization through the proposed Agreement.

Per the Agreement, when the summer pool season is not in session and the Aquatics Division is not utilizing the Premises for its aquatics program, the Organization will be allowed to utilize the approximately 1,700 sq. ft. men's pool locker room, including an indoor restroom located on the south side of the Park adjacent to the Park's outdoor playground. The outdoor playground will also be used by the Organization and the public (on a shared use basis) during the Organization's normal operating hours. Under the proposed Agreement and in accordance with existing RAP Policies, the Organization will continue to pay RAP's cost recovery reimbursement fees for utilities, trash disposal, and staff impacts. The Organization's operation of the Program and fulfillment of its commitments will continue to be monitored and evaluated through the Partnership Section's performance review process.

Fiscal Impact Statement:

The proposed Agreement will have no adverse fiscal impact on the RAP General Fund, as the Organization is a self-sustaining program, and operational and program costs will be covered by the Organization.

This Report was prepared by Priya Macwan, Management Analyst, Sustainability and Partnership Sections, and Joel Alvarez, Senior Management Analyst II, Partnership Section.

Very truly yours,

BOARD OF RECREATION AND
PARK COMMISSIONERS



TAKISHA SARDIN
Commission Executive Assistant II

Attachments: Board Report No. 26-198

cc: Priya Macwan, Management Analyst, Sustainability and Partnership Sections, and Joel Alvarez, Senior Management Analyst II, Partnership Section

APPROVED

August 20 2026

BOARD REPORT

BOARD OF RECREATION
AND PARK COMMISSIONERS

NO. 26-198

DATE August 20, 2026

C.D. 5

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: CHEVIOT HILLS RECREATION CENTER – AGREEMENT WITH RANCHO PRESCHOOL INC., FOR THE CONTINUED OPERATION OF A RECREATIONAL CHILD DEVELOPMENT AND PRESCHOOL PROGRAM ON PARK PROPERTY; CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) [ISSUANCE OF A LICENSE TO USE AN EXISTING STRUCTURE INVOLVING NEGLIGIBLE OR NO EXPANSION OF USE] OF CITY CEQA GUIDELINES AND ARTICLE 19, SECTION 15301 OF CALIFORNIA CEQA GUIDELINES

* B. Aguirre BA

M. Rudnick

C. Stoneham

C. Santo Domingo

B. Jones

N. Williams



General Manager

Approved X

Disapproved

Withdrawn

RECOMMENDATIONS

1. Approve the proposed agreement (Agreement) with Rancho Preschool Inc., a California non-profit corporation, setting forth the terms and conditions for the operation of a recreational child development and preschool program during the academic season at the Cheviot Hills Aquatic building located at Cheviot Hills Recreation Center, substantially in the form attached hereto as Attachment 1 and subject to approval of the City Council and the City Attorney as to form;
2. Determine that the proposed Board action is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) [Issuance of a license to use an existing structure involving negligible or no expansion of use] of City CEQA Guidelines and Article 19, Section 15301 of California CEQA Guidelines, and direct RAP staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk and the Governor's Office of Land Use and Climate Innovation;
3. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$25.00 for the purpose of filing an NOE;
4. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed Agreement to the City Council and City Attorney for review and approval as to form;
5. Authorize the Board President and Secretary to execute the Agreement subsequent to all necessary approvals; and

BOARD REPORT

PG. 2 NO. 26-198

6. Authorize RAP staff to make any necessary technical changes consistent with the RAP Board's intent in approving this Report and proposed Agreement.

SUMMARY

Rancho Preschool Inc. (Organization) is a non-profit organization that has been operating a parent cooperative preschool program in the Cheviot Hills Aquatic building (Premises) at the Cheviot Hills Recreation Center (Park), located at 2551 Motor Avenue in the West Los Angeles community, since 1972. The Organization provides a recreational, play-based early childhood development and preschool program for up to twenty-four children ages two years and six months to five years old (Program) at the Premises. The normal operating schedule for the school year is based on the traditional Los Angeles Unified School District calendar, September through May.

The Organization proposes to provide a preschool program for younger children, as well as a Transitional Kindergarten program for older children which includes structured age-appropriate learning activities. The annual tuition charged by the Organization for the 2026/27 school year is \$4,500 (\$500 per month for 9 months) for the Transitional Kindergarten program and \$3,825 (\$425 per month for 9 months) for all younger students. The Organization is able to charge less than other operators due to the relatively low operating costs, relying on two instructors as well as parents that volunteer their time. Further, the Organization does not pay rent, and costs for utilities, trash, and maintenance are minimal and covered through cost recovery reimbursement payments made to RAP. The proposed Agreement provides that RAP be notified in advance of any increases in rates and fees and that RAP staff evaluate the appropriateness of any rates and fees as part of its evaluation of the Organization with the intent of keeping the tuition as affordable and accessible as possible. Given this commitment to affordability and accessibility, as well as the Organization's decades-long experience operating the Program at the Premises, staff recommends continuing the collaborative relationship with the Organization through the proposed Agreement.

Per the Agreement, when the summer pool season is not in session and the Aquatics Division is not utilizing the Premises for its aquatics program, the Organization will be allowed to utilize the approximately 1,700 sq. ft. men's pool locker room, including an indoor restroom located on the south side of the Park adjacent to the Park's outdoor playground. The outdoor playground will also be used by the Organization and the public (on a shared use basis) during the Organization's normal operating hours. Under the proposed Agreement and in accordance with existing RAP Policies, the Organization will continue to pay RAP's cost recovery reimbursement fees for utilities, trash disposal, and staff impacts. The Organization's operation of the Program and fulfillment of its commitments will continue to be monitored and evaluated through the Partnership Section's performance review process.

Parent-child activities are instructed and supervised by the Organization staff and participating parents. The Organization is a member of the California Council of Parent Participation Nursery Schools. Therefore, staff recommends that the Board approve the proposed Agreement with the Organization in order to allow the Program to continue for the benefit of families who live in the surrounding community.

BOARD REPORT

PG. 3 NO. 26-198

and benefit from an affordable, quality recreational child development program.

The Organization was operating their preschool program under a Right of Entry permit (PD-ROE-179), which expired on January 31, 2026; this permit is attached hereto as Attachment 2. An Amendment to PD-ROE-179 (attached hereto as Attachment 3) was subsequently issued to allow the Organization to continue the operation of the preschool program until the end of the school year which expired on May 31, 2026. Due to concerns regarding the potential presence of lead, asbestos and methane within the property, RAP recently hired a consultant through an RFP process to assess the Premises and the adjacent recreation center building at the Park. The results of this assessment are summarized in the environmental impact section of this Report.

TREES AND SHADE

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

ENVIRONMENTAL IMPACT

The proposed Board action consists of a license of use of a public facility.

According to the parcel profile report retrieved on August 8, 2025, the site is not within a coastal, historic protection or liquefaction zone, although it is located in the methane zone; therefore, RAP's environmental staff determined that there are no pre-existing records of assessment at the property for methane lead, asbestos, lead in water and ordered appropriate surveys. In June 2026, Terracon Consultants conducted a comprehensive survey to sample the pool house and the recreation center for lead paint, asbestos-containing materials, lead in drinking water, and in-ground methane soil gas testing.

Terracon Consultants' survey report (Attachment C) indicates that, with the exception of one location in the recreation center where with peeling paint was observed, intact lead-based paint is present in the pool house and the recreation center. Asbestos was identified in the window glazing and the water heater piping insulation. Asbestos was also assumed to be present in several areas of the recreation center walls, roof, and ceiling tiles, although these areas were not accessed. All asbestos-containing materials and presumed asbestos-containing materials were identified in good condition. Lead in the water sampling found an exceedance of the action level for the exterior drinking fountain and the men's changing room water fountain. Lastly, given the highest methane level detected in the assessment (at 640 parts per million by volume), the site is considered a Level II for site design.

Based on these findings, RAP's Environmental staff and its consultants determined that intact lead-based paint and asbestos are acceptable, but the peeling paint in the recreation center and the lead in drinking water should be addressed by RAP. However, since Rancho Preschool Inc. does not use the drinking water on-site and instead brings its own drinking water, in order to operate the site, the preschool should continue this practice at least until the lead-in-water issue is addressed. Rancho Preschool Inc. should also notify RAP if materials identified if any asbestos- or lead-containing materials begin to deteriorate to prevent lead and asbestos exposures.

BOARD REPORT

PG. 4 NO. 26-198

Also, any future work that disturbs the known lead-based paint or asbestos-containing materials in those areas will be addressed by trained and certified professionals retained by RAP.

The methane assessment results indicate that future renovations of the facilities may trigger the implementation of a passive sub-slab system and the installation of trench dams and conduit seal fittings in electrical conduits.

According to the Caltrans Scenic Highway Map, there is no scenic highway located within the vicinity or adjacent to the proposed site. Regarding the effect of the proposed activity on historic resources, in 2012 SurveyLA determined that Cheviot Hills Recreation Center is eligible to be listed in the National Register of Historic Places, in the California Register of Historic Resources and as a City of Los Angeles Historic Cultural Monument. The proposed use of the site does not entail any physical transformation and this activity will not have any significant effect on historic resources.

Based on the environmental analysis, RAP staff recommends that the Board determines that the proposed Board action is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 of California CEQA Guidelines and Article III, Section 1, Class 1(14) of City CEQA Guidelines. RAP staff will file an NOE with the Los Angeles County Clerk and the Governor's Office of Land Use and Climate Innovation upon the Board's approval.

FISCAL IMPACT STATEMENT:

The proposed Agreement will have no adverse fiscal impact on the RAP General Fund, as the Organization is a self-sustaining program, and operational and program costs will be covered by the Organization.

This Report was prepared by Priya Macwan, Management Analyst, Sustainability and Partnership Sections, and Joel Alvarez, Senior Management Analyst II, Partnership Section. Lisa Walldes, Environmental Specialist III Planning, Construction and Maintenance Branch, coordinated the environmental evaluation of the site and Elena Maggioni, Environmental Supervisor II, Planning, Construction and Maintenance Branch, reviewed the compliance with CEQA.

List of Attachments:

1. Proposed Agreement
2. PD-ROE-179
3. Amendment No. 1 to PD-ROE-179

**AGREEMENT
BETWEEN CITY OF LOS ANGELES
AND
RANCHO PRESCHOOL INC.
FOR THE OPERATION OF
A PARENT COOPERATIVE PRESCHOOL PROGRAM
AT CHEVIOT HILLS RECREATION CENTER**

This AGREEMENT ("AGREEMENT") is entered into as of _____, 2026, ("COMMENCEMENT DATE") by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners ("CITY"), and Rancho Preschool Inc. ("ORGANIZATION"), previously known as Rancho Nursery School, a California 501(c)(3) non-profit organization. CITY and ORGANIZATION may be referred to herein individually as "PARTY", or collectively as "PARTIES".

WHEREAS, CITY, through its Department of Recreation and Parks ("RAP"), owns, operates, and maintains real property commonly known as Cheviot Hills Recreation Center ("PARK") located at 2551 Motor Avenue, Los Angeles, CA 90064 in Rancho Park; and,

WHEREAS, ORGANIZATION operates a recreational child development and preschool program ("PROGRAM") within the PARK's Aquatic Building ("PREMISES"), for children ages two years and six months to five years old; and,

WHEREAS, ORGANIZATION desires to continue to operate the PROGRAM at the PREMISES as shown in the Site Maps attached hereto and incorporated herein by reference as Exhibit A, for the public good and to meet the ongoing child care needs of the residents of the City of Los Angeles; and,

WHEREAS, RAP is amenable to authorizing such operation pursuant to the terms and conditions of this AGREEMENT, subject to performance evaluations as described further herein and other terms and conditions set forth herein given ORGANIZATION's long-standing and continuing presence since 1972 at the PREMISES, and its past competent and satisfactory operation of the PROGRAM for the public benefit; and,

WHEREAS CITY, through its Board of Recreation and Parks Commissioners ("BOARD"), has approved this AGREEMENT at the BOARD meeting held on _____ date (Board Report No. XX-XXX), allowing for the continued operation of the PROGRAM at the PREMISES.

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

1. **License to Use and Description of PREMISES.** In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to ORGANIZATION by this AGREEMENT, the use of the PREMISES for the operation

of the PROGRAM as described herein, which shall be performed by ORGANIZATION in accordance with the terms and conditions of this AGREEMENT. RAP shall have no obligation to provide staff, supplies, equipment, services, or funding for the operation of the PROGRAM, and if such is requested from RAP by ORGANIZATION, ORGANIZATION agrees to reimburse RAP for any financial impacts resulting from RAP's provision of such, in accordance with the RAP standard Schedule of Rates and Fees, permitting requirements, and/or cost recovery reimbursement fee policies.

The PREMISES shall be that portion of the PARK depicted by the Site Maps attached hereto as Exhibit A, to be used for purposes of operating and maintaining the PROGRAM in accordance with the Program Description attached hereto as Exhibit B, and in accordance with the terms and conditions of this AGREEMENT. The PREMISES shall be used by ORGANIZATION during normal PROGRAM operating hours, as described below in Section 5 of this AGREEMENT (Days and Periods of Use).

Primary Use Area: As depicted by Exhibit A, the Primary Use Area for PROGRAM purposes, shall include the approximate 1,700 sq. ft. Male Pool Locker Room, including an indoor restroom, located on the south side of the PARK, adjacent to the PARK's outdoor playground.

Shared Use Area: As depicted by Exhibit A, the outdoor playground shall be a shared use area by ORGANIZATION and the public during ORGANIZATION's normal operating hours, as specified in Section 5 below.

Due to concerns regarding the possible presence of lead, asbestos and methane within the property, RAP recently hired a consultant to assess the PREMISES and the adjacent recreation center building at the PARK. The Methane Assessment, Lead and Asbestos Survey, and Water Sampling Report, attached hereto as Exhibit C, notes that although lead and asbestos are present at the PREMISES, both are intact and therefore do not pose any concerns at the time of the execution of this AGREEMENT. However, to ensure the safety of PROGRAM participants, ORGANIZATION shall adhere to the following:

- a. ORGANIZATION shall notify RAP if they become aware of any peeling or flaking paint. Any future work that disturbs the paint shall be addressed by professionals due to concerns about lead.
- b. ORGANIZATION shall notify RAP if they become aware that the window glazing or water heating piping insulation begin to deteriorate. Any future work that disturbs these materials shall be addressed by professionals due to concerns about asbestos.
- c. ORGANIZATION shall not utilize the onsite drinking fountain(s) and shall bring water for PROGRAM participants to drink at least until such time that the lead in water issue is addressed.

The methane assessment yielded that the site is considered a Level II for site design which is also not a concern at this time, but will become relevant in the event that renovations are planned for the PREMISES.

2. **TERM and Termination.** The term of this AGREEMENT (for ease of reference, shall be referred to herein as “TERM”) shall be five years from the COMMENCEMENT DATE, with a subsequent five year option to renew at the discretion of the RAP General Manager or designee, subject to performance evaluations (“PERFORMANCE REVIEWS”) at RAP’s discretion, as more fully described below in Section 8 of this AGREEMENT.

- a. **Commencement and Expiration.** This AGREEMENT shall take effect on the COMMENCEMENT DATE above and shall end upon the expiration of the TERM or the earlier of (i) a written termination notice from RAP or ORGANIZATION to the other, effective after sixty calendar days from the date of issuance due to either an unfavorable PERFORMANCE REVIEW or termination for cause (including any breach or default of the provisions of this AGREEMENT) during the TERM; or, (ii) the date that ORGANIZATION ceases to operate as defined below in Section 2.c.; or, (iii) ORGANIZATION implements the general termination provision described herein.
- b. **Termination.** In addition to the CITY’s right to terminate this AGREEMENT for an uncured breach or default as set forth in Sections 20 and 21, CITY and ORGANIZATION may terminate this AGREEMENT upon written notice of termination given to the other PARTY no less than sixty days prior to the date of termination. Further, CITY may immediately terminate this AGREEMENT in the event ORGANIZATION ceases to operate as defined below. CITY and ORGANIZATION reserve the right to terminate this AGREEMENT at their sole discretion for convenience, emergency, or necessity.

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

- c. **Ceases to Operate.** The phrase “ceases to operate” shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of ORGANIZATION’s corporate charter or grant of non-profit status, unless the same is reinstated within ninety calendar days after such termination; (ii) a material change in ORGANIZATION’s purposes or function as contained in

ORGANIZATION's corporate charter or grant of non-profit status ("Stated Purposes"); (iii) a material change in the delivery of services by ORGANIZATION from that described herein; or (iv) the failure of ORGANIZATION to use the PREMISES for any of the PERMITTED USES or any other default of the terms and conditions or other obligations contained in this AGREEMENT, for a consecutive period of ninety calendar days, unless prevented from doing so because of damage, destruction, major repairs or refurbishment of the improvements within the PREMISES, or for reasons beyond ORGANIZATION's control. Under such circumstances, ORGANIZATION shall immediately cease and desist from all use of the PREMISES, and this AGREEMENT shall be deemed terminated upon ORGANIZATION's receipt of such notification of immediate termination from RAP.

3. **Access to PREMISES.** ORGANIZATION and any authorized third-party associated with ORGANIZATION's activities on the PREMISES shall abide by the terms and conditions expressed in this AGREEMENT, and shall cooperate fully with CITY and its employees in the performance of their duties. ORGANIZATION shall be responsible for the actions of any third-party involved with the PROGRAM on the PREMISES at all times while such third-party is present on the PREMISES, and RAP on-site staff shall be made aware by ORGANIZATION of such third-party activities.

Authorized representatives, agents and employees of CITY will have the right to enter the PREMISES for purposes of fulfilling normal duties, and performing inspections or in response to emergencies. No advance notice by RAP to ORGANIZATION shall be required in the case of emergencies.

CITY makes no warranties whatsoever regarding the condition of the PREMISES. ORGANIZATION has inspected the PREMISES and found it suitable for ORGANIZATION's purposes. CITY shall not be liable for any personal injury or damage to property which ORGANIZATION or its guests or invitees may incur (including injury or damage occurring in connection with ORGANIZATION's events or activities on the PREMISES), regardless of the cause thereof. ORGANIZATION hereby releases CITY from all such liability, it being the intent of the PARTIES that ORGANIZATION shall maintain adequate insurance to cover any such losses, as required in Section 9 of this AGREEMENT. If a governmental body with jurisdiction over the PREMISES and/or the CITY or RAP determines that a certain activity, or all of the activities conducted on the PREMISES are material threats to public safety as may be determined by the CITY, CITY may immediately suspend and/or terminate ORGANIZATION's right to conduct such activities on the PREMISES by providing written notice to ORGANIZATION of such immediate suspension. Such activities shall remain suspended until they are no longer deemed a threat to public safety, at which time the CITY shall promptly provide written notice to ORGANIZATION of same.

It is understood by PARTIES that the PREMISES is located in a public park and therefore shall not be considered exclusive to ORGANIZATION, nor shall access to

the PREMISES be restricted to the general public. Moreover, given that the PREMISES consists of open, non-enclosed PARK areas, the public shall be allowed to walk, jog, or meander through the PREMISES, but not to interfere with the PROGRAM. ORGANIZATION may request the assistance of appropriate authorities if such interference should occur.

PARTIES agree that CITY shall be allowed access to, and use of, any portion of the PREMISES in case of a natural disaster or emergency such as an earthquake, fire, etcetera, as a designated public emergency shelter site, as determined by CITY. Such use shall take precedence over regularly scheduled ORGANIZATION activities and CITY shall not be charged a fee for such use; provided, however, that ORGANIZATION's obligation to pay to CITY the Cost Recovery Reimbursement Fees defined in Section 15 below, shall be suspended during such time period that CITY has taken over the PREMISES for the above use.

RAP reserves the right to utilize the PREMISES building and surrounding grounds for RAP-sponsored or permitted general community events and activities and/or to accommodate an election voting/polling place with advance notice to ORGANIZATION. RAP shall coordinate with, and notify ORGANIZATION of RAP's intent to use the PREMISES, or certain portions thereof in accordance with Section 5.c. of this AGREEMENT, and shall ensure sufficient staff supervision is provided during said events and/or activities.

4. **Permitted Uses and Use Restrictions.** ORGANIZATION shall not expand and/or change the scope of PERMITTED USES set forth in this Section without the prior written approval and consent of the BOARD through an amendment to this AGREEMENT. ORGANIZATION, at its sole cost and expense, shall:

- a. In compliance with the California Child Care Center General Licensing Requirements, operate a licensed preschool program for children ages two years and six months through five years old. ORGANIZATION shall provide recreational child development services, including extended childcare services, for a maximum of twenty-four children from the surrounding neighborhood, at no cost to RAP. ORGANIZATION shall be responsible for all costs related to the operation of this PROGRAM and maintenance of the PREMISES throughout the TERM of this AGREEMENT.

RAP shall have the sole discretion to determine whether any rates or fees charged for the PROGRAM are affordable, accessible, and reasonable for members of the public. Any fees proposed to be charged must be approved in writing by the RAP Recreational Services Branch, Region Superintendent or designee.

- b. Use the PREMISES for PROGRAM purposes only. ORGANIZATION shall be responsible for all costs and expenses related to its use of the PREMISES.

- c. Maintain the PREMISES in accordance with Section 6 of this AGREEMENT.
- d. Provide sufficient staff to maintain a staff-to-student ratio in accordance with childcare licensing requirements for the operation of preschool related programs in accordance with State of California childcare licensing regulations and requirements, and in conformance with RAP Childcare Guidelines.
- e. Operate in accordance with the Program Description attached hereto and incorporated herein by reference as Exhibit B, on the PREMISES only during the months, days, and operating hours specified in Section 5 below. ORGANIZATION shall be responsible for all costs related to the operation of the PROGRAM throughout the TERM, and shall be responsible for the payment of related CRRF to RAP, as specified in Section 15 below.
- f. Assume sole responsibility for creating and enforcing protocols ensuring all persons participating in the described scope of work on the PREMISES comply with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors and subcontractors engaging in the PERMITTED USES described herein, including maintenance, such as, certifications, licensing, California DOJ background checks, Live Scan fingerprinting, and including but not limited to compliance with California Assembly Bill 506. ORGANIZATION shall, at its sole expense, obtain and maintain information and documentation verifying its compliance with this provision and the results of such compliance and provide such information and documentation to RAP upon request.
- g. Be solely responsible for securing any personal belongings and property at the PREMISES, as CITY shall bear no responsibility or liability for any damage and/or necessary repairs or replacement caused by normal wear and tear, neglect, accident or vandalism, including graffiti; nor loss of its contents due to theft.
- h. Punctually pay or cause to be paid all ORGANIZATION financial obligations incurred in connection with the operation and maintenance of the PREMISES as set forth in this AGREEMENT. ORGANIZATION shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with ORGANIZATION's use of the PREMISES to the extent such claims do not arise due to any CITY action or omission.
- i. Prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages) on the PREMISES.
- j. Ensure that no merchandise shall be sold or authorized to be sold on the PREMISES by ORGANIZATION or otherwise without the prior written consent

of the RAP General Manager or his or her designee. Commercial activities are not authorized by RAP and shall not be allowed to occur within the PREMISES or surrounding/adjacent PARK property, unless written approval is provided in advance by the RAP General Manager or designee, and/or the BOARD (if applicable). No products grown or cultivated within the PREMISES may be sold or used for for-profit commercial purposes.

- k. Ensure that no photographs of minors or depiction of their likeness is included in any publication without obtaining prior written consent from the child's parent or legal guardian.
 - l. Obtain any and all operating permits and/or licenses that may be required in connection with its operations, including but not limited to, tax permits, business licenses, health permits, certifications, etc. City shall reasonably cooperate with ORGANIZATION to the extent necessary for ORGANIZATION to obtain any permits and/or licenses.
 - m. Not sublet the PREMISES, or assign this AGREEMENT, and/or its obligations to another entity without RAP's prior written authorization. ORGANIZATION shall require all individuals and organizations providing programs or services within the PREMISES to agree to abide by all conditions set forth in this AGREEMENT, as applicable to such programs or services.
 - n. Assume responsibility for the actions of all individuals and/or organizations participating in the PROGRAM on the PREMISES, and ensure that such individuals and/or organizations agree in writing to abide by all conditions set forth in this AGREEMENT.
 - o. Not charge or impose any rates and fees in connection with the PROGRAM which are in excess of rates and fees that are charged for participation in other similar recreational child development and preschool programs. At all times, ORGANIZATION shall use its best efforts to charge fees and rates for the PROGRAM that are affordable and accessible for all members of the public regardless of income level. ORGANIZATION shall provide RAP no less than sixty days advance written notice of any changes in the scope of the PROGRAM or any change in the fees and rates charged for the PROGRAM prior to the effective date for any such change. Notwithstanding anything to the contrary, RAP shall have the sole discretion to determine whether any rates or fees charged for the PROGRAM is affordable, accessible and reasonable for members of the public and to determine whether continued collaboration with ORGANIZATION under this AGREEMENT is in the best interest of the CITY in connection thereto.
5. **Days and Periods of Use.** ORGANIZATION shall be entitled to use the PREMISES to operate the PROGRAM as follows, during the months, days and times specified herein ("PERMITTED TIMES"):

- a. PERMITTED TIMES of use coincide roughly with the Los Angeles Unified School District (LAUSD) traditional school year. Notwithstanding the foregoing, the PERMITTED TIMES shall be subject to and not include those times reserved for RAP's Aquatics Division programming schedule for the summer pool season, as determined by RAP Aquatics Staff.
- b. ORGANIZATION has permission to enter the PREMISES in coordination with RAP's Aquatics staff use of the PREMISES. Subject to the foregoing, ORGANIZATION is aware that the RAP Aquatics Division operates an open pool program for the general public during the summer months of the year, acknowledges that the RAP Aquatics program has priority of use of the PREMISES, and agrees to utilize PREMISES under the following conditions:
 - i. RAP Aquatics staff shall be allowed access to PREMISES at least three weeks prior to the end of the LAUSD school year to prepare the pool and related facilities to be opened for use by the public. Should Aquatics and/or RAP maintenance staff find that any needed repairs and/or maintenance work would require ORGANIZATION to vacate PREMISES to accommodate such repairs, ORGANIZATION shall cooperate and comply with such requests from RAP staff, whether temporary, until the start of the next school year, or otherwise.
 - ii. ORGANIZATION will vacate PREMISES for the summer aquatics program and remove all its furniture and belongings either prior to the filling of the pool with water or opening day of the pool to the public, subject to prior coordination with RAP Aquatics staff. Opening day normally takes place during the weekend following the last day of school based on LAUSD's school year calendar.
 - iii. ORGANIZATION will be allowed back on PREMISES after the pool has closed for the season to the public, which takes place during the weekend prior to the first day of school and after pool has been fully drained (which might take up to seven days), subject to determination by RAP Aquatics staff, as the summer pool season is occasionally extended. RAP shall provide ORGANIZATION with advance notice should an extension of the summer pool season be contemplated.
- c. Generally, PREMISES shall not be utilized by both RAP and ORGANIZATION at the same time. However, if ORGANIZATION desires to utilize PREMISES while the pool is being drained (which might take up to seven days), ORGANIZATION must obtain prior approval from RAP's Aquatic Staff and obtain a RAP Aquatics monitor during the draining process, contingent upon availability. If an Aquatics Staff member is available, ORGANIZATION must reimburse RAP the cost of staff time at the hourly-fully burdened rate of an

Aquatics Monitor for the hours the Aquatics Monitor needs to be present and on duty while ORGANIZATION is utilizing PREMISES.

- d. PERMITTED TIMES are 9:00 a.m. to 1:00 p.m., Monday through Friday. ORGANIZATION shall be allowed to enter PREMISES one hour before and stay one hour after operation times for set-up and clean-up purposes.
- e. ORGANIZATION will be allowed to conduct Board/Parent meetings, maintenance, and fundraising events between the hours of 12:30 p.m. – 7:00 p.m., Monday through Friday, but limited to two times per month; and one weekend quarterly, between the hours of 8:00 a.m. to 4:30 p.m., Saturday or Sunday, with thirty days prior written approval from RAP.
- f. ORGANIZATION shall not be allowed onto the PREMISES without RAP's prior written authorization, during hours other than those authorized above.
- g. ORGANIZATION is aware that the PARK recreation center operating hours are as follows:
 - Monday through Friday 9:00 a.m. – 9:00 p.m.,
 - Saturdays 9:00 a.m. – 5:00 p.m.
 - Closed on Sundays

Additionally, PARK staff are unavailable on Federal and CITY observed Holidays. The PARK recreation center is subject to closures at the sole discretion of RAP.

- h. ORGANIZATION shall cooperate with RAP personnel and staff on all matters relative to the conduct of operations or any activity, event, and/or special use, including concerns related to parking, traffic, security, and attendance.

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

- a. ORGANIZATION accepts the PREMISES in its current condition and hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the PREMISES or which may otherwise arise by reason of the use of the PREMISES, and releases and discharges the CITY from any claims therefore. CITY shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the PREMISES, nor any appliance or fixture thereon, whether installed by CITY or ORGANIZATION, and regardless of cause.

- b. ORGANIZATION, in performing any required maintenance, repair, and/or restoration of the PREMISES, shall provide all staff and materials, supplies, equipment, and funds necessary to perform such maintenance, repair, and/or restoration appropriately to the satisfaction of CITY, whether through ORGANIZATION personnel or contracted vendors, at its sole cost and expense. However, all required repairs shall be performed by qualified personnel, subject to applicable certifications and licenses as determined by RAP. All maintenance and/or repairs shall be performed to the reasonable satisfaction of CITY and in consultation with RAP. Prior review and written approval by RAP is required before any such repair work is performed, with the exception of emergencies and matters impacting public safety.
- c. ORGANIZATION shall perform the following maintenance duties on a regular basis:
 - i. Maintain PREMISES in a clean and safe condition removing all debris and trash, preventing such trash and/or debris from accumulating upon said PREMISES such that it is clearly visible to public view;
 - ii. Pick up and dispose of trash and debris whether by ORGANIZATION activity or activity of a contracted vendor;
 - iii. Assist RAP in preventing any trash or debris matter or material from being or accumulating upon said PREMISES such that it is clearly visible to public view; and,
 - iv. Maintain the PREMISES in a manner that is consistent and in compliance with all Federal, State, County and local regulations, orders and guidelines, including but not limited to health and safety orders and guidelines and all fire safety standards, practices and regulations for the PREMISES.
- d. ORGANIZATION shall ensure that no offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to public health, is permitted or allowed to remain on the PREMISES.
- e. ORGANIZATION shall be responsible for securing ORGANIZATION's equipment and materials that may be on the PREMISES during PERMITTED TIMES and ensuring the same for any equipment or materials left on the PREMISES during non-operating hours. CITY and/or RAP shall not be responsible for the security of ORGANIZATION's personal property at any time, whether before, during, or after PERMITTED TIMES, including but not limited to equipment, supplies, materials, vehicles, or personal items.

- f. ORGANIZATION shall immediately repair, or cause to be repaired, any damages to the PREMISES which occur during ORGANIZATION's operations and/or are a risk to public safety, or that is caused by ORGANIZATION's contractors or vendors. ORGANIZATION acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the PREMISES immediately cease. To the extent that needed repairs are not made, ORGANIZATION waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.
- g. RAP shall grant utility service connections as may be necessary for ORGANIZATION's successful operation of the PROGRAM, provided that the granting of said connections shall be at no cost to CITY. ORGANIZATION shall reimburse RAP when required, through the payment of Cost Recovery Reimbursement Fees as noted in Section 15 of this AGREEMENT. Should RAP determine that certain utility preventive maintenance and/or repair work is required to be performed outside of the PREMISES which may impact such utility services to the PREMISES, RAP will provide ORGANIZATION with reasonable advance notice. However, in such cases involving an immediate emergency response by RAP, RAP shall not be held liable for any loss of revenue or interruption of the PROGRAM, if advance notice to ORGANIZATION is not possible in a timely manner.
- h. ORGANIZATION shall immediately report any damages to the PREMISES which occur during ORGANIZATION's operations, or by vandalism, and any measures taken for its restoration, refurbishment, or maintenance. ORGANIZATION acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the PREMISES immediately cease. ORGANIZATION shall be responsible for any damage to the PREMISES caused by ORGANIZATION's PROGRAM activities, its participants, vendors, contractors, or any other entity associated with PROGRAM activities.
- i. ORGANIZATION shall keep and maintain the exterior walls, roof, and structural members of any buildings within the PREMISES in good condition and repair, at ORGANIZATION's sole cost and expense, and no cost to CITY. ORGANIZATION shall notify RAP in advance of any required or planned major repair work for review and approval, at minimum thirty days prior to any such work being performed, with the exception of emergencies which may impact public safety, when prior review and approval by RAP is not feasible.
- j. **CITY Not Obligated to Repair.** Except as may be expressly provided in this AGREEMENT, in no event shall CITY be required to repair or obligated to perform any maintenance, or to make any repairs, changes, alterations, additional improvements or replacements of any nature whatsoever, to the PREMISES or any pre-existing improvements thereon, or any part thereof, at any time during the TERM of this AGREEMENT.

- k. If ORGANIZATION requests CITY to provide any repairs, services or maintenance, ORGANIZATION shall pay for such repairs, services, or maintenance at actual cost, including costs incurred by CITY, as determined by RAP. CITY may require a cash deposit in advance.
 - l. ORGANIZATION shall be allowed to perform emergency maintenance and repairs within the PREMISES, as required to prevent hazardous conditions and ensure the safety of the public. ORGANIZATION shall provide notification to RAP of any such needed repairs within forty-eight hours from completion of the required work.
 - m. To the extent that needed repairs are not made, ORGANIZATION waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.
 - n. RAP reserves the right to further develop or improve the PREMISES as its sole discretion, while making an effort not to interfere or create hindrance to ORGANIZATION or PROGRAM. However, it is recognized that the operation, maintenance and repair of PREMISES will require a close degree of cooperation between CITY and ORGANIZATION, and if necessary, RAP may require ORGANIZATION to halt or pause PROGRAM operation and close the PREMISES to the public in order for RAP to make such improvements. RAP shall make an effort to consider the desire and views of ORGANIZATION and to provide notice to ORGANIZATION as much in advance as possible.
7. **Vacating the PREMISES.** ORGANIZATION shall vacate the PREMISES upon conclusion of ORGANIZATION's current period of instruction to allow RAP to prepare for and operate the RAP summer swim season. ORGANIZATION shall remove from the PREMISES all of its belongings, furniture, and other items owned by ORGANIZATION. Should any items be left behind and not removed within two days prior to the Pool's summer swim season opening day, RAP shall reserve the right to remove and discard such items at its discretion, as they are not to be stored on the PREMISES.
8. **Performance Reviews.** PARTIES mutually agree to PERFORMANCE REVIEWS, which shall be conducted by RAP to determine the feasibility and benefit of continuing the relationship between PARTIES under this AGREEMENT.
- a. Continuance of CITY's collaboration with ORGANIZATION under this AGREEMENT shall be contingent upon a favorable PERFORMANCE REVIEW, which shall include, but not be limited to:
 - i. An evaluation of ORGANIZATION's compliance with the terms and conditions of this AGREEMENT;

- ii. Fulfillment of ORGANIZATION's obligations for the operation and maintenance of the PREMISES under this AGREEMENT as more fully described under the PERMITTED USES specified herein in Section 4, and maintenance of the PREMISES under this AGREEMENT;
 - iii. Adequacy of ORGANIZATION's funding and financial resources to continue operating and maintaining the PREMISES for the benefit of the public throughout the TERM of this AGREEMENT;
 - iv. The affordability, accessibility, and reasonableness of any rates and fees charged in connection with the PROGRAM, the determination of which shall be in the sole discretion of the CITY; and,
 - v. The volume of the public's use of the PREMISES and participation in ORGANIZATION's PROGRAM;
 - vi. ORGANIZATION's cooperation with CITY staff; and,
 - vii. Fulfillment of all PERFORMANCE REQUIREMENTS included herein and more fully described in the Sample Performance Report Questionnaire attached hereto and incorporated herein by reference as Exhibit D.
- b. Every year during the TERM of this AGREEMENT, for purposes of completing the PERFORMANCE REVIEW process, ORGANIZATION shall submit to RAP during the period of July 15th through September 15th, a performance or program report ("PERFORMANCE REPORT") based on ORGANIZATION's operation of the PREMISES during the prior fiscal year. Information related to any previous unreported years may be requested by RAP Staff. Staff requested PERFORMANCE REPORTS shall not exceed three years. PARTIES understand the fiscal year to be between July 1st and June 30th.

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

- i. Financial Statement (Revenue and Expenditures for prior fiscal year);
- ii. Annual Budget for upcoming fiscal year (July 1st through June 30th);
- iii. The number of persons served during the prior fiscal year;
- iv. Sample copies of marketing, recruitment, and press materials should any exist;

- v. Summary of PERFORMANCE REQUIREMENTS completed during the previous fiscal year; and,
 - vi. Discussion of PROGRAM changes or challenges.
 - c. RAP reserves the right to request reasonable additional materials or clarifying information after review of the submitted PERFORMANCE REPORT.
 - d. CITY's approval to continue the collaborative relationship may be based in part on findings obtained through the PERFORMANCE REVIEW process, evaluation of the PERFORMANCE REPORT, and a review of ORGANIZATION's compliance with the terms and conditions of this AGREEMENT, including interviews with RAP Maintenance staff with jurisdiction over the PREMISES and any other factors that RAP may deem as reasonably necessary, including input and feedback from PROGRAM participants and the public. With the understanding that the PERFORMANCE REVIEW process may be modified, a sample Performance Report Questionnaire is attached hereto and incorporated herein by reference as Exhibit D. Results of the PERFORMANCE REVIEW may be used in determining future collaborations with ORGANIZATION. CITY shall not unreasonably withhold its determination of the PERFORMANCE REVIEW.
9. **Insurance.** Before accessing and using the PREMISES under this AGREEMENT, and periodically as required during its TERM, ORGANIZATION shall furnish CITY with evidence of insurance on an annual basis, from firms reasonably acceptable to CITY and approved to do such business in the State of California. ORGANIZATION or any third party providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agents, employees, assigns and successors in interest as an additional insured for all required coverage(s), as applicable. ORGANIZATION will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to CITY's Risk Manager and shall include the types and minimum limits set forth in Exhibit E attached hereto and incorporated herein by reference.
- a. ORGANIZATION shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving ORGANIZATION sixty calendar days written notice, provided that such amounts and/or types shall be reasonably available to ORGANIZATION .
 - b. If any of the required insurance contains aggregate limits or applies to other operations of ORGANIZATION outside of this AGREEMENT, ORGANIZATION shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in ORGANIZATION's best judgment may

diminish the protection such insurance affords CITY within thirty calendar days of the knowledge of same. ORGANIZATION shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty calendar days of the knowledge of same.

- c. If an insurance company elects to (i) cancel insurance before the stated expiration date, (ii) declines to renew in the case of a continuous policy, (iii) reduces the stated limits other than by impairment of an aggregate limit or (iv) materially reduces the scope of coverage, thereby affecting CITY's interest, ORGANIZATION shall provide CITY at least thirty calendar days prior written notice of such intended election by the insurance company, or ten calendar days prior written notice if such cancellation is for non-payment of premium.

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

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

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

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

10. Indemnification. Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, ORGANIZATION shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, (i) 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), (ii) damages or liability of any nature whatsoever, (iii) for death or injury to any person, including ORGANIZATION's employees and agents, or (iv) damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission

by ORGANIZATION, its subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT. This provision will survive expiration or termination of this AGREEMENT.

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

11. Parking. ORGANIZATION, its staff, and public patrons and/or guests, whether or not involved in ORGANIZATION activities at the PREMISES, shall have the non-exclusive right to park vehicles within any available parking spaces at the PREMISES on a first-come-first-served basis. If such parking is metered or normally requires a fee, ORGANIZATION, PROGRAM participants, and all others shall be required to adhere to established parking requirements. Exclusive or designated parking shall not be allowed, unless previously approved in writing by RAP.

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

13. Funding. All funds, including grants, donations, or any other funds received by ORGANIZATION in connection with and/or specified for, the PREMISES or related to matters covered by this AGREEMENT, or generated from programs or activities conducted on the PREMISES, shall be applied exclusively to the operation of the PROGRAM, and shall be strictly accounted for as provided herein. Such funds shall not be commingled with other funds of ORGANIZATION unrelated to this AGREEMENT and/or the operation and maintenance of the PREMISES. If for any reason ORGANIZATION fails to secure necessary funding to carry out its obligations and commitments under this AGREEMENT, CITY may and can terminate this AGREEMENT pursuant to a Breach and Default of this AGREEMENT.

14. Fundraising. ORGANIZATION may hold fundraising activities at the PREMISES during PERMITTED TIMES, subject to prior written approval from RAP for the date and time for each fundraising event, no fewer than thirty calendar days prior to the scheduled activity. Such authorization shall be requested from and approved by the RAP Representatives listed in Sections 23 and 24, no fewer than three months prior to the scheduled activity. ORGANIZATION may have no more than four fundraising

events per year with a maximum of one fundraising event per quarter. All monies raised from fundraising conducted at the PREMISES must be used only in support of the PROGRAM, the PREMISES, and activities authorized under this AGREEMENT. Fundraising activities shall not include the distribution and/or the consumption of alcoholic beverages.

15. Consideration and Cost Recovery Reimbursement Fees. Pursuant to the terms and conditions of this AGREEMENT, the consideration for this AGREEMENT in exchange for ORGANIZATION's use of the PREMISES, shall be the provision of PROGRAM for the benefit of the general public at no cost to the CITY, including but not limited to, ORGANIZATION's maintenance and/or repair of the PREMISES. CITY shall have no responsibility for payment of any charges related to the provision of the PROGRAM by ORGANIZATION at the PREMISES. Additionally, ORGANIZATION's use of the PREMISES shall be subject to applicable BOARD approved cost recovery reimbursement fees, as described below.

- a. Cost Recovery Reimbursement Fees. During the TERM of the AGREEMENT, ORGANIZATION shall pay a Cost Recovery Reimbursement Fee ("CRRF") to RAP for costs incurred by RAP, which are associated with ORGANIZATION's use of the PREMISES and not paid directly to respective service providers, as further described below. The CRRF shall be \$181.00 per month. The amount may be subject to change with advance written notice from RAP to ORGANIZATION no less than sixty calendar days. A breakdown of the total CRRF is provided below in each CRRF category. The following is an itemization of each CRRF category with corresponding individual fees which together sum to the total CRRF amount above.
- b. Utilities. Pursuant to RAP policy regarding utility payments for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the BOARD on July 13, 2011 (Report No. 11-202), the cost of utility services used by ORGANIZATION's operations at the PREMISES (electricity, water) shall be the sole responsibility of ORGANIZATION. Such utility expenses shall be reimbursed to RAP by ORGANIZATION through CRRF payments described above. The monthly CRRF for Utility services is \$25.00, which is included in the total monthly CRRF amount in paragraph 8(a) above.
- c. Trash and Solid Waste Disposal. Pursuant to RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborations, approved by the BOARD on February 1, 2012 (Report No. 12-028), removal of waste, trash and recyclables related to ORGANIZATION's operations at the PREMISES shall be at the sole expense of ORGANIZATION. Waste disposal services may be either obtained by ORGANIZATION through services provided by a non-CITY provider with related expenses paid directly to such service provider, or through CITY provided waste management services, with such expenses recovered by RAP

through CRRF reimbursements. The monthly CRRF for trash and solid waste disposal is \$36.00, which is included in the total monthly CRRF amount in paragraph 8(a) above.

- d. Staff Impact. Pursuant to RAP policy regarding Staff Impacts, related to the impact on RAP staff by ORGANIZATION's activities and operations on park property, approved by the BOARD on July 19, 2012 (Report 12-217), ORGANIZATION shall pay RAP a monthly Staff Impact Fee in the amount of \$120.00, which is included in the total monthly CRRF amount in paragraph 8(a) above.
- e. Telephone and Data Lines. ORGANIZATION shall be responsible for the cost of telephone and data lines utilized on the PREMISES, and shall pay the service provider directly for such services. CITY shall bear no costs in regards to the telephone and data lines used by ORGANIZATION on the PREMISES.
- f. Cost Recovery Reimbursement Fee Payments. Payment of Cost Recovery Reimbursement Fees shall be by check, money order, or cashier check made payable to "City of Los Angeles Department of Recreation and Parks." ORGANIZATION is wholly responsible for timely payment of CRRF regardless of written notification, which is not required. Payments are to be mailed to:

CRRF payments must be mailed or delivered to:

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

- 16. Publicity.** Should there be the need, CITY and ORGANIZATION agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this AGREEMENT, the use of the PREMISES or promotion of the PROGRAM or construction of any improvements on the PREMISES in connection with this AGREEMENT or PROGRAM, except as may be legally required by applicable laws, regulations, or judicial order. Such cooperation and coordination shall occur prior to the release of any such press release or public announcement(s). PARTIES agree to notify each other in writing prior to the release or use of any such press release, public announcement, marketing or promotion of the PREMISES prior to implementation with respect to ORGANIZATION's use of the PREMISES. Further, any press release, public announcement, marketing materials, or brochures prepared by either CITY or ORGANIZATION shall appropriately acknowledge the contributions of both PARTIES and shall be subject to prior approval by RAP before release.

To the extent stipulated in any grant agreement, with respect to the use of the PREMISES in connection thereto, CITY and ORGANIZATION shall duly notify any

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

17. Signage. No signs or banners of any kind will be displayed by ORGANIZATION unless previously approved in writing by RAP and the BOARD when required pursuant to RAP policy and protocol(s), and/or the RAP General Manager or his or her designee. RAP may require removal or refurbishment, at ORGANIZATION's expense, of any sign previously approved by RAP and installed, or caused to be installed, by ORGANIZATION.

18. Filming. It is the policy of the City of Los Angeles to facilitate the use of City-controlled properties as film locations when appropriate. RAP has established a Park Film Office to coordinate use of park property for film production purposes. Any commercial filming at the PREMISES shall be subject to approval by RAP and the Film Office, whose consent shall not be unreasonably withheld, conditioned, or delayed. Arrangements shall be established if possible, to ensure any such filming does not interfere with ORGANIZATION's daily operations conducted at the PREMISES, unless agreed to in advance between ORGANIZATION and the Park Film Office. All fees for use of park property by film production companies, including the PREMISES, shall be established and collected by the Film Office in accordance with City and RAP policies. The Park Film Office may be reached at (323) 644-6220. ORGANIZATION shall not charge any fees for film production conducted at the PREMISES.

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

20. Breach or Default by ORGANIZATION. The following occurrences constitute events of breach or default of this AGREEMENT: ORGANIZATION materially fails in the performance of any provision or condition of this AGREEMENT, such as failure to maintain required insurance coverage, failure to comply with applicable legal requirements, or failure to fulfill the obligation to operate, maintain and repair the

PREMISES as specified herein. ORGANIZATION's attempt to assign rights or obligations under this AGREEMENT without CITY's prior written consent shall also constitute an event of breach or default.

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

- a. Notice to Cure Breach or Default. CITY may issue a written notice of breach or default to ORGANIZATION, and if ORGANIZATION does not cure said breach or default within thirty calendar days of receipt of said notice, CITY may, by delivering a second written notice to ORGANIZATION, terminate this AGREEMENT without further delay, whereupon ORGANIZATION shall vacate the PREMISES within fourteen calendar days. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven calendar days.
- b. CITY's Right to Cure. CITY at its sole discretion and with no obligation to do so, subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing breach or default by ORGANIZATION, perform or cause to be performed any of ORGANIZATION's unperformed obligations under this AGREEMENT. CITY may enter the PREMISES and remain there for the purpose of correcting or remedying the continuing breach or default. Such action by CITY shall not be deemed to waive or release said breach or any default or CITY's right to take further, preventative action.

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

23. AGREEMENT Notices and Contacts. Any notice, request for consent, or statement ("NOTICE"), that RAP or ORGANIZATION is required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below. Either RAP or ORGANIZATION may designate a different address for any

NOTICE by written statement to the other in accordance with the provisions of this Section. NOTICES shall be delivered personally or sent by confirmed facsimile transmission, by reliable courier providing tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested.

All NOTICES shall be addressed as follows:

ORGANIZATION: Rancho Preschool Inc.
c/o Gabe Cardenas, President
2551 Motor Avenue
Los Angeles, CA 90064
president@ranchopreschool.la
(657) 215-1510

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

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

Contact for ORGANIZATION:

Gabe Cardenas, President
president@ranchopreschool.la
(657) 215-1510

Contacts for RAP:

Andre Brent, Principal Recreation Supervisor I
andre.brent@lacity.org
(323) 906-7953

Carlos Espinoza, Aquatic Director, Citywide Aquatics Division
carlos.espinoza@lacity.org
(323) 906-7953

Elizabeth Benavides-Aragon, Aquatic Facility Manager III, Citywide Aquatics Division
elizabeth.benavidesaragon@lacity.org
(213) 824-5873 or (818) 502-0941

25. Representations and Warranties. PARTIES each represents and warrants to the other that it has full power and authority to execute this AGREEMENT and to perform its obligations and requirements hereunder. This AGREEMENT constitutes the valid

and legally binding obligation of PARTIES, enforceable in accordance with its terms and conditions.

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

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

28. Sub-Lease Restriction. No sub-lease for space shall take effect at the PREMISES unless approved in advance and in writing by RAP. ORGANIZATION shall require all individuals and organizations providing programs or services within the PREMISES to agree to abide by all conditions set forth in this AGREEMENT, as applicable to such programs or services.

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

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

30. Safe Practices. ORGANIZATION shall correct violations of safety practices during its PERMITTED USES immediately and shall cooperate fully and in good faith with CITY in the investigation of accidents or deaths occurring on the PREMISES. In the event of death or serious injury (requiring an emergency room hospital visit), ORGANIZATION must notify the RAP contacts referenced in Sections 23 and 24 as soon as possible but no later than twenty-four hours after the incident by telephone call with a follow-up email notice. Notice of non-serious injuries occurring on the PREMISES shall be provided to RAP within seventy-two hours. ORGANIZATION shall keep internal documentation of the incident(s) during the previous two years and provide RAP with such information upon request.

31. Suspected Child Abuse. ORGANIZATION or ORGANIZATION's parents, volunteers, agents, contractors and subcontractors, and/or any person participating in ORGANIZATION's PROGRAM or activities on the PREMISES must contact the Los Angeles County Child Protection Hotline to report any suspected child abuse on the PREMISES. ORGANIZATION will notify RAP contacts listed in Sections 23 and 24 within twenty-four hours of any such report.

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

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

33. Ratification. At the request of RAP, and because of the need therefore, ORGANIZATION may have begun performance of the responsibilities herein required prior to the execution hereof. By its execution hereof, RAP hereby accepts such services subject to all the terms, covenants, and conditions of this AGREEMENT, and ratifies its AGREEMENT with ORGANIZATION for such services.

34. Force Majeure. No PARTY shall be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's reasonable control, including without limitation, the following that frustrates the purpose of this Agreement: (i) acts of God; (ii) extreme weather, flood, fire, earthquake or explosion; (iii) war, invasion, hostilities, terrorist threats or acts, riot or civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect or after the date of this Agreement; (vi) national or regional emergency; (vii) third party litigation; (viii) epidemics or pandemics; or (ix) other similar events beyond the reasonable control of the Parties.

35. Ordinances and Standard Provisions. The "Standard Provisions for City Contracts (Rev. 5/26 [v.1])" (Standard Provisions) are incorporated herein by reference and attached hereto as Exhibit F. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 5/26 [v.1])" and this AGREEMENT, the language of this AGREEMENT shall prevail. In addition, ORGANIZATION will provide documentation of compliance with all required Ordinance Provisions as determined by CITY. For purposes of the Standard Provisions, the term "Contractor" shall mean ORGANIZATION.

36. Incorporation of Documents. This AGREEMENT and incorporated documents represent the entire integrated agreement of the PARTIES and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference.

- Exhibit A: Site Maps
- Exhibit B: Program Description
- Exhibit C: Methane Assessment, Lead and Asbestos Survey, and Water Sampling Report
- Exhibit D: Sample Performance Report Questionnaire
- Exhibit E: Insurance Requirements and Instructions for Submission
- Exhibit F: Standard Provisions for City Contracts (Rev. 5/26 [v.1])

In the event of any inconsistency between any of the provisions of this AGREEMENT and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This AGREEMENT exclusive of attachments; 2) Exhibit A; 3) Exhibit B; 4) Exhibit E; 5) Exhibit F; 6) Exhibit C; and 7) Exhibit D.

[SIGNATURE PAGE TO FOLLOW]

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

CITY:

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

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

By: _____
President

By: _____
Secretary

Date: _____

ORGANIZATION:

RANCHO PRESCHOOL INC., a California 501(c)(3) non-profit organization

By: _____

Title: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Brendan Kearns, Deputy City Attorney

Date: _____

EXHIBIT A Site Maps

The PREMISES utilized by the ORGANIZATION is at the Cheviot Hills Recreation Center in Rancho Park. Pursuant to Section 1 (License to Use and Description of PREMISES) of this AGREEMENT, the PREMISES, located at 2551 Motor Avenue, Los Angeles, CA 90064, within the grounds of Cheviot Hills Recreation Center, is delineated below within the red lines. The PREMISES includes a portion of the pool building of roughly 1,700 sq. ft. The adjacent outdoor playground shall be a shared use (non-exclusive) area by the ORGANIZATION and the public. The ORGANIZATION shall vacate the PREMISES prior to the Summer Aquatic season each year and return at the end of the swim season in accordance with the Aquatic Sections' directives, pursuant to Section 5 (Days and Periods of Use) of this AGREEMENT.

Aerial view of the PREMISES displayed with a red outline.

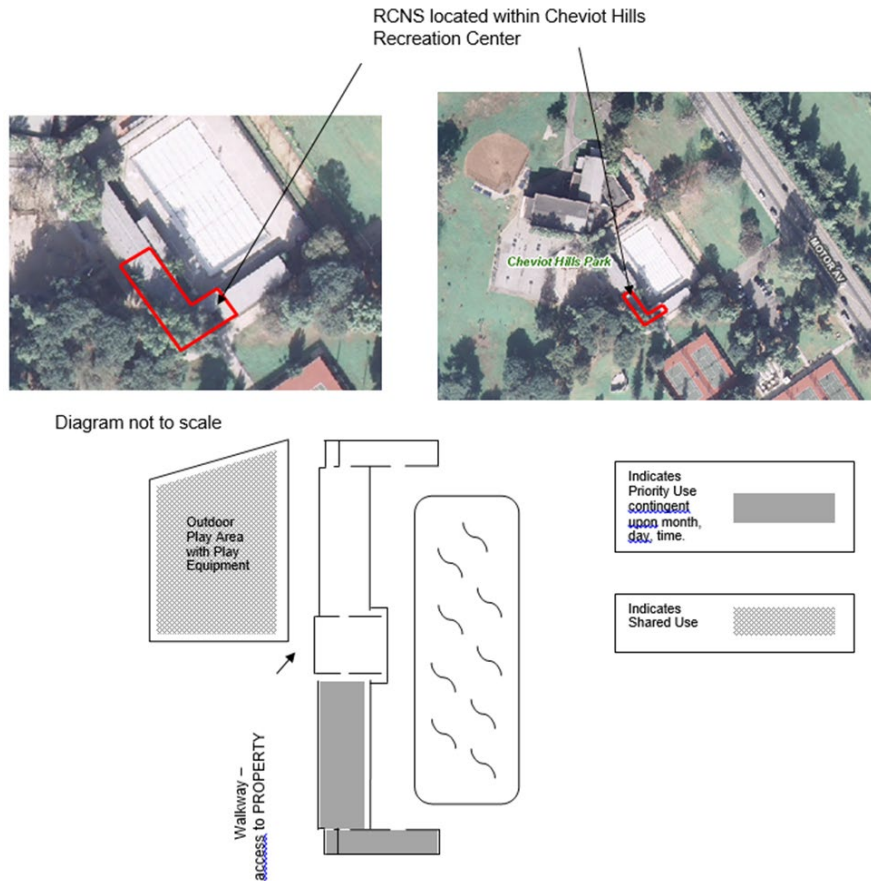


EXHIBIT B

Program Description

Rancho Preschool Inc. (ORGANIZATION, also known as Rancho Nursery School and Rancho Co-op Preschool) operates a play-based, parent participation early childhood education program from September through May, Monday-Friday, from 9:00am - 1:00pm at the premises of the Cheviot Hills Recreation Center. Children 2 years and 6 months to 5 years of age are accepted to the program with a child to adult ratio of 4:1. The length of day for younger children is 3 hours and children that are 4 years old by 9/1 spend 4 hours daily at ORGANIZATION. Children and participating parents are supervised by a director and teacher. Students engage in indoor and outdoor play, art projects, story time, singing, educational activities, and lunch. Children must be in the process of potty-training and be able to attend the program without a diaper or pull-up.

Annual tuition costs \$4,500 for older students in the 4-hour program and \$3,825 for all younger students. There is a 10% discount for enrolled siblings and financial aid is available upon request. A security deposit equaling one month's tuition (of \$425) is due for each child enrolled; this fee will be used as the student's last month tuition upon graduation. An additional fee of \$200 covers insurance and materials and is due annually for each student.

EXHIBIT C
Methane Assessment, Lead and Asbestos Survey, and Water Sampling Report

TO BE ATTACHED SEPARATELY

EXHIBIT D
Sample Performance Report Questionnaire

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

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

Organization Name:

RAP Facility Address:

Organization Contact Name:

Organization Phone Number:

Time Period Covered in Performance Report:

PROGRAM SECTION

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

FINANCIAL SECTION

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

OUTREACH SECTION

1. Did your organization operate at full capacity during this review period?

2. Does your organization have a waiting list?
3. What effort did the organization make during the review period to recruit new participants?

SAFETY COMPLIANCE SECTION

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

ORGANIZATION COMPLIANCE SECTION

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

COMMENTS

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

REQUIRED DOCUMENTS

Please upload all applicable documents:

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

EXHIBIT E Insurance Requirements

Form Gen. 146 (Rev. 6/12)

Required Insurance and Minimum Limits

Name: Rancho Nursery School Date: 08/12/2025

Agreement/Reference: Operation of a Parent Cooperative Preschool Program - Cheviot Hills Recreation Center

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

	Limits
☒ Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u>
	EL <u>\$ 1,000,000</u>
☐ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act	
☒ General Liability <u>City of Los Angeles must be named as an additional insured party</u>	\$ <u>1,000,000</u>
☒ Products/Completed Operations ☐ Fire Legal Liability ☒ \$2,000,000 aggregate ☒ Sexual Misconduct <u>1,000,000</u>	
☒ 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)	1,000,000
Discovery Period <u>12 months after completion of work or date of termination</u>	
☐ Property Insurance (to cover replacement cost of building - as determined by insurance company)	
☐ All Risk Coverage ☐ Flood ☐ Earthquake ☐ Boiler and Machinery ☐ Builder's Risk	
☐	
☐ Surety Bonds - Performance and Payment (Labor and Materials) Bonds	
☐ Crime Insurance	
Other: <u>Provided to: Priya Macwan</u>	
<u>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</u>	
<u>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.</u>	

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

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

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

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

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

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

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.
7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.
8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.
9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.
10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.
11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.
12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

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

TO BE ATTACHED SEPARATELY

DEPARTMENT OF RECREATION
AND PARKS

BOARD OF COMMISSIONERS

RENATA SIMRIL
PRESIDENTLUIS SANCHEZ
VICE PRESIDENTFIONA HUTTON
MARIE LLOYD
BENNY TRANTAKISHA SARDIN
BOARD SECRETARY
(213) 202-2640City of Los Angeles
CaliforniaKAREN BASS
MAYORJIMMY KIM
GENERAL MANAGERMATTHEW RUDNICK
EXECUTIVE OFFICERCATHIE SANTO DOMINGO
ASSISTANT GENERAL MANAGERCHINYERE STONEHAM
ACTING ASSISTANT GENERAL MANAGERBRENDA AGUIRRE
ASSISTANT GENERAL MANAGER

(213) 202-2633

February 1, 2025

Rancho Preschool Inc.
c/o: Alla Steiner, President
2551 Motor Avenue
Los Angeles, CA 90064

TEMPORARY, REVOCABLE RIGHT OF ENTRY PERMIT TO RANCHO PRESCHOOL INC, FOR THE OPERATION AND MAINTENANCE OF A RECREATIONAL EARLY CHILD DEVELOPMENT PROGRAM AT CHEVIOT HILLS RECREATION CENTER – PERMIT NO. PD-ROE-179

Dear Ms. Steiner:

The City of Los Angeles (CITY), Department of Recreation and Parks (RAP), hereby issues this temporary, revocable right-of-entry Permit No. PD-ROE-179 (PERMIT) to Rancho Preschool Inc a 501(c)(3) California non-profit corporation, and any contractors, sub-contractors, vendors, and/or volunteers performing activities or work relative to the programs and services provided by Rancho Preschool Inc. (collectively referred to herein as “PERMITTEE”) granting authorization for PERMITTEE to enter park property known as Cheviot Hills Recreation Center, located at 2551 Motor Avenue, Los Angeles, CA, 90064, and utilize the pool building and surrounding grounds (“PREMISES”), as depicted on the site plan attached hereto and incorporated herein by reference as Exhibit A, to provide recreational child development programming for the benefit and enjoyment of the general public (“PROGRAM”).

Pursuant to the terms and conditions of this PERMIT, PERMITTEE is obligated and agrees to be solely responsible for all costs associated with the operation and maintenance of the PREMISES and PROGRAM during the term (“TERM”) of this PERMIT, as defined Section 3 herein. PERMITTEE shall be required to obtain, at its sole expense, any and all operating permits and/or licenses that may be required in connection with its operations, including but not limited to, building permits, tax permits, business licenses, health permits, certifications, etc.



This PERMIT is issued and shall be executed with the understanding and concurrence of PERMITTEE, that the issuance of this PERMIT was performed in the anticipation of a more formal, long-term agreement being prepared and executed during, and prior to the expiration, of the TERM of this PERMIT, subject to approval by the Board of Recreation and Park Commissioners ("BOARD"), City Council, and the Office of the City Attorney. PERMITTEE is obligated and agrees to be solely responsible for all costs associated with the operation and maintenance of the PREMISES and PROGRAM.

This PERMIT is issued subject to the following conditions:

1. PERMISSION GRANTED

Permission is granted to PERMITTEE to operate the PROGRAM at the PREMISES, as described herein and in the Program Description attached hereto and incorporated herein by reference as Exhibit B, pursuant to the terms and conditions of this PERMIT and applicable RAP Policies.

2. PREMISES DEFINED

The PREMISES authorized for use by PERMITTEE consists of the pool building and surrounding grounds, located within City owned, dedicated park property known as Cheviot Hills Recreation Center ("PARK"), located at 2551 Motor Avenue, Los Angeles, CA 90064, as depicted by the site plan attached hereto as Exhibit A.

Primary Use Area: As depicted by Exhibit A, the Primary Use Area for PROGRAM purposes, shall include the approximate 1,700 sq. ft. of the Men's Pool Locker Room, including an indoor restroom, located on the south side of PARK, adjacent to PARK's outdoor playground.

Shared Use Area: As depicted by Exhibit A, the outdoor playground shall be a shared use area by PERMITTEE and the public during PERMITTEE's normal operating hours, as specified in Section 5 below.

3. PERMIT TERM

The performance period for PERMITTEE's authorized use of the PREMISES (referred herein as "TERM") shall be (12) months from February 1, 2025 to January 31, 2026, or upon execution of a formal long-term agreement whichever occurs first, subject to PERMITTEE's compliance with terms and conditions of this PERMIT.

4. PERMITTED USES, OBLIGATIONS and RESTRICTIONS

The PREMISES shall be used by PERMITTEE for PROGRAM purposes only, during the months, days, and operating hours specified in Section 5 below.

PERMITTEE is authorized to use the PREMISES in accordance with the following conditions:

- A. PERMITTEE shall be responsible for all costs related to the operation of the PROGRAM throughout the TERM, and shall be responsible for the payment of related Cost Recovery Reimbursement Fees to RAP, as specified in Section 8 below.
- B. PERMITTEE shall provide all equipment, supplies, and materials for the PROGRAM, at no cost to RAP.
- C. Alcoholic Beverages. The dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to alcoholic beverages) shall not be permitted on the PREMISES.
- D. Provide sufficient staff and/or volunteers necessary to perform the operation of the PROGRAM, including the provision of services as agreed to herein, providing all materials, supplies, equipment, and funds necessary to operate to the reasonable satisfaction of CITY.
- E. PERMITTEE is solely responsible for creating and enforcing protocols ensuring all persons participating in PROGRAM activities on the PREMISES comply with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors, and subcontractors engaging in the PERMITTED USES described herein, including maintenance, such as, certifications, licensing, California DOJ background checks, LiveScan fingerprinting, and including, but not limited to compliance with California Assembly Bill 506. PERMITTEE shall, at its sole expense, obtain and maintain information and documentation verifying its compliance with this provision and the results of such compliance and provide such information and documentation to RAP upon request.
- F. PERMITTEE shall comply with all RAP policies and procedures as well as all Federal, State, County, and local regulations, ordinances, orders, and mandates, including but not limited to health and safety ordinances, orders and guidelines and background checks and fingerprinting for any volunteer or paid staff participating in the PROGRAM on the PREMISES, throughout the TERM of this PERMIT. In doing so, PERMITTEE shall maintain regular communication with RAP staff to ensure PERMITTEE's compliance with such policies, procedures, regulations, orders and requirements, and PERMITTEE shall be solely responsible for all costs related to ensuring such compliance.

5. DAYS AND PERIODS OF USE

PERMITTEE shall be entitled to use the PREMISES to operate the PROGRAM during the times specified herein (PERMITTED TIMES).

A. PERMITTED TIMES of use coincide roughly with the Los Angeles Unified School District (LAUSD) traditional school year, which typically occurs from September through May of each year. Notwithstanding the foregoing, the PERMITTED TIMES shall be subject to and not include those times reserved for RAP's Aquatics Division programming schedule for the summer pool season.

- i. PERMITTED TIMES are 8:30 a.m. to 2:00 p.m., Monday through Friday. PROGRAM hours run from 9:30 a.m. to 12:30 p.m. PERMITTEE shall be allowed to enter PREMISES one (1) hour before and stay one hour and a half (1.5) hours after operation times for set-up and clean-up purposes.
- ii. PERMITTEE will be allowed to conduct Board/Parent meetings, between the hours of 12:30 p.m. to 7:00 p.m., Monday through Friday, but limited to two (2) times per month;
- iii. PERMITTEE will be allowed to conduct fundraising events one (1) weekend quarterly, between the hours of 8:00 a.m. to 4:30 p.m., Saturday or Sunday, with thirty (30) days prior written approval from RAP.
- iv. PERMITTEE will be allowed to conduct maintenance and/or moving during open park hours from 9:00 a.m. to 10:00 p.m. Saturday - Sunday, with thirty (30) days prior written approval from RAP.

B. PERMITTEE is aware that the PARK recreation center operating hours are:

9:00 a.m. – 10:00 p.m., Monday through Friday;
9:00 a.m. – 5:00 p.m., Saturdays; and,
10:00 a.m. – 5:00 p.m., Sundays.

Additionally, PARK's staff are unavailable on Federal Holidays. The PARK recreation center is subject to closures at the sole discretion of RAP.

C. PERMITTEE has permission to enter premises in coordination with RAP's Aquatics staff use of the PREMISES.

D. Subject to the foregoing paragraph above, PERMITTEE is aware that the RAP Aquatics Division operates an open pool program for the general public

during the summer months of the year, acknowledges that the RAP Aquatics program has priority of use of the PREMISES, and agrees to utilize PREMISES under the following conditions:

- i. RAP Aquatics staff shall be allowed access to PREMISES at least three (3) weeks prior to the end of the LAUSD school year to prepare the pool and related facilities to be opened for use by the public. Should Aquatics and/or RAP maintenance staff find that any needed repairs and/or maintenance work would require PERMITTEE to vacate PREMISES to accommodate such repairs, PERMITTEE shall cooperate and comply with such requests from RAP staff, whether temporary, until the start of the next school year, or otherwise.
 - ii. PERMITTEE will vacate PREMISES for the summer aquatics program and remove all its furniture and belongings either prior to the filling of the pool with water or opening day of the pool to the public, subject to prior coordination with RAP Aquatics staff. Opening day normally takes place during the weekend following the last day of school based on LAUSD's school year calendar.
 - iii. PERMITTEE will be allowed back on PREMISES after the pool has closed for the season to the public, which takes place during the weekend prior to the first day of school and after pool has been fully drained (which might take up to seven days), subject to determination by RAP Aquatics staff.
- E. Generally, PREMISES shall not be utilized by both RAP and PERMITTEE at the same time. However, if PERMITTEE desires to utilize PREMISES while the pool is being drained (which might take up to seven days), PERMITTEE must obtain prior approval from RAP's Aquatic Staff and obtain a RAP Aquatics monitor during the draining process, contingent upon availability. If an Aquatics Staff is available, PERMITTEE must reimburse RAP the cost of staff time at the hourly-fully burdened rate of an Aquatics Monitor for the hours the Aquatics Monitor needs to be present and on duty while PERMITTEE is utilizing PREMISES.
- F. PERMITTEE shall not be allowed onto the PREMISES without RAP's prior written authorization, during hours other than those authorized above.
- G. PERMITTEE shall cooperate with RAP personnel and staff on all matters relative to the conduct of operations or any activity, event, and/or special use, including concerns related to parking, traffic, security, and attendance.

6. PARKING

During the TERM of this PERMIT and during PERMITTED TIMES specified in Section 5 of this PERMIT, PERMITTEE, its staff, and public patrons and/or guests, whether or not involved in PERMITTEE activities within the PREMISES, shall have the non-exclusive right without charge to park vehicles within any available parking spaces on a first-come-first-served basis. Exclusive or designated parking shall not be allowed. The parking lot is shared with the public and RAP staff.

7. MAINTENANCE OF PREMISES

During the TERM of this PERMIT, and subject to the terms and conditions contained herein, PERMITTEE, at its sole cost and expense, shall maintain the PREMISES in a good working condition and repair as needed, and shall perform such functions of maintenance and/or repair of the PREMISES as described herein.

- A. PERMITTEE accepts PREMISES in its current condition and hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the PREMISES or which may otherwise arise by reason of the use of PREMISES, and releases and discharges the CITY from any claims therefore. CITY shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the PREMISES, nor any appliance or fixture thereon, whether installed by CITY or PERMITTEE, and regardless of cause.
- B. PERMITTEE, in performing all required maintenance and repair of the PREMISES, shall provide all staff, materials, supplies, equipment, and funds necessary to perform such maintenance and repair appropriately to the satisfaction of RAP, whether through PERMITTEE personnel or contracted vendors. However, all required repairs shall be performed by qualified personnel, subject to applicable certifications and licenses as determined by RAP. All maintenance and/or repairs shall be performed to the reasonable satisfaction of CITY and in consultation with RAP. Prior review and written approval by RAP is required before any such repair work is performed, with the exception of emergencies and matters impacting public safety.
- C. PERMITTEE shall perform the following maintenance duties on a daily basis:
 - i. Maintain PREMISES in a clean condition removing all debris and trash, preventing such trash and/or debris from accumulating upon said PREMISES such that it is clearly visible to public view;

- ii. Pick up and dispose of trash and debris whether by PERMITTEE activity or activity of a contracted vendor;
 - iii. Maintain PREMISES in a manner that is consistent and in compliance with all Federal, State, County and local regulations, orders and guidelines.
- D. PERMITTEE shall ensure that no offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, is permitted or allowed to remain on PREMISES.
- E. PERMITTEE shall be responsible for securing PERMITTEE's equipment and materials at the PREMISES during PERMITTED TIMES and ensuring the same during non-operating hours. CITY and/or RAP shall not be responsible for the security of PERMITTEE personal property before, during, or after PERMITTED TIMES.
- F. PERMITTEE shall immediately repair, or cause to be repaired, any damages to the PREMISES which occur during PERMITTEE's operations and/or are a risk to public safety, or that is caused by PERMITTEE's contractors or vendors. PERMITTEE acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the PREMISES immediately cease. To the extent that needed repairs are not made, PERMITTEE waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.
- G. PERMITTEE shall be responsible for providing and funding all as-needed maintenance services, including but not limited to custodial service, response to infestations, and any maintenance and repair resulting from vandalism and/or graffiti within the PREMISES.
- H. RAP shall grant utility service connections as may be necessary for PERMITTEE's successful operation of the PROGRAM, provided that the granting of said connections shall be at no cost to CITY. PERMITTEE shall reimburse RAP when required, through the payment of Cost Recovery Reimbursement Fees as noted in Section 8 of this PERMIT. Should RAP determine that certain utility preventive maintenance and/or repair work is required to be performed outside of the PREMISES which may impact such utility services to the PREMISES, RAP will provide PERMITTEE with reasonable advance notice. However, in such cases involving an immediate emergency response by RAP, RAP shall not be held liable for any loss of revenue or interruption of the PROGRAM, if advance notice to the PERMITTEE is not possible in a timely manner.

- I. **City Not Obligated to Maintain or Repair.** Except as may be expressly provided in this PERMIT, in no event shall CITY be required to repair or obligated to perform any maintenance, or to make any repairs, changes, alterations, additional, improvements or replacements of any nature whatsoever, on the PREMISES or the improvements thereon, or any part thereof, at any time during the TERM of this PERMIT.
- J. **Repairs by CITY.** If PERMITTEE requests CITY to provide any repairs, services or maintenance, PERMITTEE shall pay for such repairs, services, or maintenance at actual cost, including costs incurred by City, as determined by RAP. CITY may require a cash deposit in advance.
- K. **Alterations and Improvements.**
No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PREMISES without prior written authorization by CITY. PERMITTEE shall provide CITY with detailed information and specifications for review and written approval by CITY, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by CITY. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of PERMITTEE.

8. CONSIDERATION

Pursuant to the terms and conditions of this PERMIT, the consideration for this PERMIT in exchange for PERMITTEE's use of the PREMISES, shall be the provision of PROGRAM for the benefit of the general public at no cost to the CITY, including but not limited to, PERMITTEE's maintenance and/or repair of the PREMISES. CITY shall have no responsibility for payment of any charges related to the provision of the PROGRAM by PERMITTEE at the PREMISES. Additionally, PERMITTEE's use of the PREMISES shall be subject to applicable BOARD approved cost recovery reimbursement fees, as described below.

- a. **Cost Recovery Reimbursement Fee.** During the TERM of the PERMIT, PERMITTEE shall pay a Cost Recovery Reimbursement Fee ("CRRF") to RAP for costs incurred by RAP, which are associated with PERMITTEE's use of the PREMISES and not paid directly to respective service providers, as further described below. The CRRF shall be One Hundred Eight-One Dollars (\$181.00) per month. The amount may be subject to change with advance written notice from RAP to PERMITTEE no less than sixty (60) calendar days. A breakdown of the total CRRF is provided below in each CRRF category. The following is an itemization of each CRRF category with corresponding individual fees which together sum to the total CRRF amount above.

- b. **Utilities.** Pursuant to RAP policy regarding utility payments for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the BOARD on July 13, 2011 (Report No. 11-202), the cost of utility services used by PERMITTEE's operations at the PREMISES (electricity, water) shall be the sole responsibility of PERMITTEE. Such utility expenses shall be reimbursed to RAP by PERMITTEE through CRRF payments described above. The monthly CRRF for Utility services is Twenty-Five Dollars (\$25.00), which is included in the total monthly CRRF amount in paragraph 8(a) above.
- c. **Trash and solid waste disposal.** Pursuant to RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborations, approved by the BOARD on February 1, 2012 (Report No. 12-028), removal of waste, trash and recyclables related to PERMITTEE's operations at the PREMISES shall be at the sole expense of the PERMITTEE. Waste disposal services may be either obtained by PERMITTEE through services provided by a non-CITY provider with related expenses paid directly to such service provider, or through CITY provided waste management services, with such expenses recovered by RAP through CRRF reimbursements. The monthly CRRF for trash and solid waste disposal is Thirty-Six Dollars (\$36.00), which is included in the total monthly CRRF amount in paragraph 8(a) above.
- d. **Staff Impact.** Pursuant to RAP policy regarding Staff Impacts, related to the impact on RAP staff by non-profit organization's activities and operations on park property, approved by the BOARD on July 19, 2012 (Report 12-217), PERMITTEE shall pay RAP a monthly Staff Impact Fee in the amount of One-Hundred Twenty Dollars (\$120.00), which is included in the total monthly CRRF amount in paragraph 8(a) above.
- e. **Telephone and data lines.** PERMITTEE shall be responsible for the cost of telephone and data lines utilized on the PREMISES, and shall pay the service provider directly for such services. CITY shall bear no costs in regards to the telephone and data lines used by PERMITTEE on the PREMISES.
- f. **Cost Recovery Reimbursement Fee Payments.** Payment of Cost Recovery Reimbursement Fees shall be by check, money order, or cashier check made payable to "City of Los Angeles Department of Recreation and Parks." PERMITTEE is wholly responsible for timely payment of CRRF regardless of written notification, which is not required. Payments are to be mailed to:

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

9. INSURANCE

PERMITTEE, their contractors, and sub-contractors, is/are insured and shall additionally insure CITY for the coverage(s) specified on Form 146R, attached hereto and incorporated herein by reference as Exhibit B. PERMITTEE shall maintain during the TERM of this PERMIT, evidence of insurance acceptable to City Administrative Officer (CAO) Risk Management, prior to PERMITTEE's occupancy and use of the PREMISES.

Instructions for completing, executing, and submitting evidence of insurance to the City Risk Manager are attached hereto and incorporated herein by reference as Exhibit C.

10. INDEMNIFICATION

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

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

11. WAIVER OF DAMAGES

PERMITTEE hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the PREMISES or which may otherwise arise by reason of the use of PREMISES pursuant to this PERMIT, and releases and discharges the CITY from any claims therefore.

12. PERMIT NOTIFICATIONS

Should PERMITTEE desire modifications to this PERMIT, time extensions, or require additional work to be performed, etc., such requests for said modifications and/or additions shall be submitted in writing to:

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

Phone: (213) 202-5600
Email: rap.partnerships@lacity.org

13. PRIMARY CONTACTS

PERMITTEE's primary contact shall be:

Ms. Carey Begbie Westerfield, Director
P.O. Box 641432
Los Angeles, CA 90064
Phone: (310) 346-5952
E-mail: director@ranchopreschool.la

Ms. Alla Steiner
Board President
Phone: (424) 386-9918
Email: allasteiner@gmail.com

RAP's primary contacts shall be:

Patrick Russell, Acting Recreation Facility Director
Cheviot Hills Recreation Center
2551 Motor Ave.
Los Angeles, CA 90064
Phone: (310) 837-5186
Email: patrick.russell@lacity.org

Elizabeth (Ely) Benavides-Aragon, Aquatic Facility Manager III,
Citywide Aquatics Division
Phone: (213) 485-5559 / (213) 485-4899
Email: Elizabeth.BenavidesAragon@lacity.org

Alan Clemente, Aquatic Facility Manager I
Citywide Aquatics Division
Phone: (213) 485-5559
Email: Alan.Clemente@lacity.org

14. RATIFICATION

At the request of RAP, and because of the need therefore, PERMITTEE began performance of the responsibilities herein required, prior to the execution hereof. By execution of this PERMIT, RAP hereby accepts such service(s) and related activities, subject to all the terms, covenants, and conditions of this PERMIT, and ratifies its agreement with PERMITTEE and authorization for such services and activities to occur as stated herein.

15. REVOCATION OF PERMIT

RAP may revoke this PERMIT at any time should PERMITTEE not comply with the terms and conditions contained herein, or for reasons beyond RAP's control, due to emergency, or convenience. Upon receipt of a written notice of revocation, PERMITTEE agrees to discontinue occupancy of the PREMISES and/or any activity being performed on or within the PREMISES.

16. ENTIRE PERMIT

This PERMIT sets forth all of the rights and duties of the PARTIES with respect to the subject matter hereof, and replaces any and all previous permits or understandings, whether written or oral, relating thereto.

17. NON-DISCRIMINATION

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

PERMITTEE agrees that in the event of breach of any of the above nondiscrimination covenants, with proper notification as per Section 14, RAP shall have the right to terminate this PERMIT and to reenter and repossess said

land and the facilities thereon and hold the same as if said PERMIT had never been executed.

18. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL SENSITIVITY

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

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

19. FORCE MAJEURE

No PARTY shall be deemed to have defaulted under shall be deemed to have defaulted under or breached this PERMIT, for any failure or delay in fulfilling or performing any term of this PERMIT when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's reasonable control, including without limitation, the following that frustrates the purpose of this PERMIT: (a) acts of God; (b) extreme weather, flood, fire, earthquake or explosion; (c) war, invasion, hostilities, terrorist threats or acts, riot or civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect or after the date of this PERMIT; (f) national or regional emergency; (g) third party litigation; (h) epidemics or pandemics; or (i) other similar events beyond the reasonable control of the Parties.

20. ACCEPTANCE

To indicate PERMITTEE's acceptance of the terms and conditions herein, an authorized representative of PERMITTEE must sign on signature block below, retain a copy for PERMITTEE's files, return the signature page with the original signature to the Partnership Section at the address stated in Section 12, and have filed evidence of required insurance with the City Risk Manager as indicated in Section 9 of this PERMIT.

Sincerely,

A handwritten signature in black ink, appearing to read "Mariana Valdivia", with a stylized flourish at the end.

MARIANA VALDIVIA
Chief Management Analyst
Partnerships

MV/JA:ab

Attachments: Exhibit A: Site Map
Exhibit B: Program Description
Exhibit C: Insurance Requirements and Submission Instructions

[SIGNATURE EXECUTION PAGE FOLLOWS]

SIGNATURE EXECUTION PAGE

TEMPORARY, REVOCABLE RIGHT OF ENTRY PERMIT TO RANCHO PRESCHOOL INC FOR THE OPERATION OF A RECREATIONAL CHILD DEVELOPMENT AND PRESCHOOL PROGRAM AT CHEVIOT HILLS RECREATION CENTER – PERMIT NO. PD-ROE-179

As the authorized representative of Rancho Preschool Inc, I hereby accept the terms and conditions of the Right of Entry Permit contained herein:



Permittee Signature

2/12/25

Date

Carey Begbie Westerfield

Permittee Name (print)

Director

Title

PERMIT VALIDATION:

2/1/2025

Permit Validation Date



Signature

2/13/2025

Date

Adriana Bautista

RAP Representative Name

Management Assistant

Title

EXHIBIT A

Site Map

Rancho Preschool Inc (PERMITTEE)'s PROGRAM is operated at the Cheviot Hills Recreation Center in Rancho Park. Pursuant to Section 1 of this PERMIT, the PREMISES, located at 2551 Motor Avenue, Los Angeles, CA 90064, within the grounds of Cheviot Hills Recreation Center, is delineated below within the red lines. The PREMISES includes a portion of the Aquatics Division pool building of roughly 1,700 sq. ft. The adjacent outdoor playground shall be a shared use (non-exclusive) area by Rancho Preschool Inc and the public.

RCNS located within Cheviot Hills
Recreation Center



Diagram not to scale

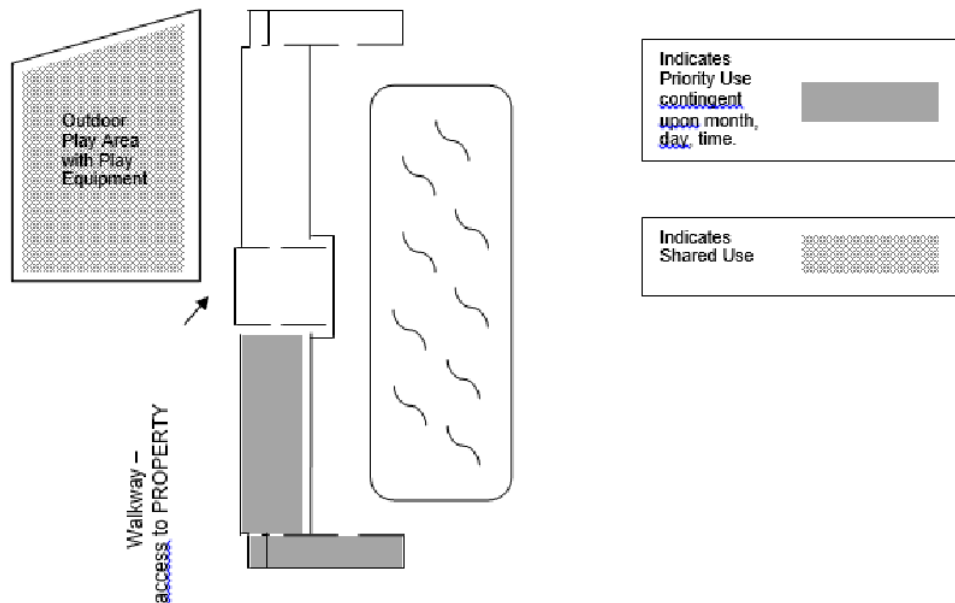


EXHIBIT B

Program Description

Rancho Preschool Inc (PERMITTEE) operates a play-based, parent participation early childhood education program from September through May, Monday-Friday, from 9:30 am - 12:30 pm at the premises of the Cheviot Hills Recreation Center (as defined in Exhibit A). Children 2 years and 5 months to Kindergarten-ready age children are accepted to the program with a child to adult ratio of 4:1. Children are supervised and led by participating parents to engage in indoor and outdoor play, art projects, story time, singing, educational activities, and lunch. Children must be in the process of potty-learning and be able to attend the program without a diaper or pull-up.

Monthly tuition per child costs \$425, due on the 1st of each month. There is a 10% discount for enrolled siblings and financial aid is available upon request. A security deposit equaling one month's tuition (of \$425) is due for each child enrolled; this fee will be used as the student's last month tuition upon graduation. An additional fee of \$200 covers insurance and materials and is due annually for each student.

Exhibit C

Insurance Requirements

Form Gen. 146 (Rev. 6/12)

Required Insurance and Minimum Limits

Name:	Rancho Preschool Inc.	Date:	02/01/2024
Agreement/Reference: ROE - Operation and Maintenance of a Recreational Early Child Development Program, Cheviot Hills RC			
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 <u>Statutory</u>
			EL <u>1,000,000</u>
☒ 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 <u>1,000,000</u>			
☒ Products/Completed Operations			
☐ Fire Legal Liability			
☒ Sexual Misconduct <u>1,000,000</u>			
☒ with \$2,000,000 aggregate			
☒ Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work) <u>1,000,000</u>			
☐ Professional Liability (Errors and Omissions)			
Discovery Period <u>12 months after completion of work or date of termination</u>			
☐ Property Insurance (to cover replacement cost of building - as determined by insurance company)			
☐ All Risk Coverage			
☐ Flood			
☐ Earthquake			
☐ Boiler and Machinery			
☐ Builder's Risk			
☐			
☐			
☐ Surety Bonds - Performance and Payment (Labor and Materials) Bonds			
☐ Crime Insurance			
Other: <u>Provided to: Adriana Bautista</u>			
<u>If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please</u>			
<u>complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at:</u>			
<u>http://cao.lacity.org/risk/InsuranceForms.htm</u>			
<u>In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their</u>			
<u>contract must adhere to the financial responsibility laws of the State of California.</u>			

(Rev. 05/18)

**CITY OF LOS ANGELES
INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker)

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

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

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

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

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

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

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

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

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during

construction projects and should include building materials in transit and stored at the project site.

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

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

DEPARTMENT OF RECREATION
AND PARKS

BOARD OF COMMISSIONERS

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PRESIDENTLUIS SANCHEZ
VICE PRESIDENTTAFARAI BAYNE
MARIE LLOYDTAKISHA SARDIN
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GENERAL MANAGERMATTHEW RUDNICK
EXECUTIVE OFFICERCATHIE SANTO DOMINGO
ASSISTANT GENERAL MANAGERBRENDA AGUIRRE
ASSISTANT GENERAL MANAGERCHINYERE STONEHAM
ASSISTANT GENERAL MANAGER

(213) 202-2633

January 26, 2026

Rancho Preschool Inc.
c/o: Alla Steiner, President
2551 Motor Avenue
Los Angeles, CA 90064

AMENDMENT NO. 1 TO PERMIT NO. PD-ROE-179: EXTENSION OF TERM OF TEMPORARY, REVOCABLE RIGHT OF ENTRY PERMIT TO RANCHO PRESCHOOL, INC. FOR THE OPERATION AND MAINTENANCE OF A RECREATIONAL CHILD DEVELOPMENT PROGRAM AT CHEVIOT HILLS RECREATION CENTER

Dear Ms. Steiner:

The City of Los Angeles, Department of Recreation and Parks (RAP) issued Right of Entry Permit No. PD-ROE-179 (PERMIT) on February 1, 2025, to Rancho Preschool, Inc. for the seasonal operation and maintenance of a recreational early child development program (PROGRAM) within the Cheviot Hills Pool Building, and shared use of the adjacent playground (collectively, PREMISES) located on the grounds of the Cheviot Hills Recreation Center (PARK), for a twelve month term expiring on January 31, 2026. As defined in Section 1 of said PERMIT, PERMITTEE is granted authorization to operate the PROGRAM at the PREMISES subject to the terms and conditions of said PERMIT. PERMITTEE is obligated and agrees to be solely responsible for all costs associated with the operation and maintenance of the PREMISES and PROGRAM.

This Amendment to the PERMIT (AMENDMENT) is executed as a temporary, interim measure to allow PERMITTEE to continue the operation and maintenance of the PROGRAM, as RAP determines any needed environmental mitigation projects related to methane testing, lead, asbestos, etc. (ENVIRONMENTAL STUDIES), by a qualified vendor under contract with RAP, which is expected to occur sometime during the performance period of this PERMIT (TERM).

This AMENDMENT is therefore issued and shall be executed with the understanding and concurrence of PERMITTEE, that although the issuance of this AMENDMENT is for the continued operation of the PROGRAM, there is no guarantee that a more formal, long-term agreement will be executed upon the conclusion of the ENVIRONMENTAL STUDIES, and any future use of the PREMISES shall be subject to the findings of such ENVIRONMENTAL STUDIES. PERMITTEE shall continue to be responsible for all costs related to the operation and maintenance of the PROGRAM at the PREMISES throughout the TERM of the PERMIT, including but not limited to PERMITTEE's cooperation with RAP regarding said ENVIRONMENTAL STUDIES to be conducted by a certified consultant under contract with RAP.



If required for public safety, CITY/RAP may immediately suspend and/or terminate PERMITTEE activities involving the PREMISES.

RAP hereby amends the PERMIT as set forth herein, acknowledging PERMITTEE's continued operation of the PROGRAM in accordance with the terms and conditions of the PERMIT, except as specifically modified below:

Section 3 is hereby amended in its entirety and shall now read:

3. PERMIT TERM

The performance period for PERMITTEE's authorized use of the PREMISES (referred herein as "TERM") shall be from February 1, 2025 to **May 31, 2026**, upon the execution of this PERMIT and validation by an authorized RAP representative, subject to PERMITTEE's compliance with the terms and conditions of this PERMIT.

Subsections A and B of Section 5 are hereby amended and shall now read:

5. DAYS AND PERIODS OF USE

PERMITTEE shall be entitled to use the PREMISES to operate the PROGRAM during the times specified herein (PERMITTED TIMES).

A. PERMITTED TIMES of use coincide roughly with the Los Angeles Unified School District (LAUSD) traditional school year, which typically occurs from September through May of each year. Notwithstanding the foregoing, the PERMITTED TIMES shall be subject to and not include those times reserved for RAP's Aquatics Division programming schedule for the summer pool season.

- i. PERMITTED TIMES are 8:00 a.m. to 2:30 p.m., Monday through Friday. PROGRAM hours run from **9:00 a.m. to 1:00 p.m.** PERMITTEE shall be allowed to enter PREMISES one (1) hour before and stay one hour and a half (1.5) hours after operation times for set-up and clean-up purposes.
- ii. PERMITTEE will be allowed to conduct Board/Parent meetings, between the hours of **1:00 p.m. to 7:00 p.m.**, Monday through Friday, but limited to two (2) times per month;
- iii. PERMITTEE will be allowed to conduct fundraising events one (1) weekend quarterly, between the hours of 8:00 a.m. to 4:30 p.m., Saturday or Sunday, with thirty (30) days prior written approval from RAP.
- iv. PERMITTEE will be allowed to conduct maintenance and/or moving during open PARK hours from 9:00 a.m. to 10:00 p.m. Saturday - Sunday, with thirty (30) days prior written approval from RAP.

B. PERMITTEE is aware that the PARK operating hours are:

9:00 a.m. – 9:00 p.m., Monday through Friday;

**9:00 a.m. – 5:00 p.m., Saturdays; and,
Closed on Sundays.**

Additionally, PARK staff are unavailable on Federal Holidays. The PARK is subject to closures at the sole discretion of RAP.

Exhibit B of the PERMIT is hereby amended and shall now read:

Rancho Preschool Inc. (PERMITTEE, also known as Rancho Nursery School and Rancho Co-op Preschool) operates a play-based, parent participation early childhood education program from September through May, Monday-Friday, from 9:00am - 1:00pm at the PREMISES. PERMITTEE operates the PROGRAM in compliance with the California Child Care Center General Licensing Requirements for a maximum of twenty-four children from the surrounding neighborhood, at no cost to RAP. Children 2 years and 6 months to 5 years of age are accepted to the program with a child to adult ratio of 4:1. The length of day for younger children is 3 hours and children that are 4 years old by 9/1 spend 4 hours daily at the PREMISES. Children and participating parents are supervised by a director and teacher. Students engage in indoor and outdoor play, art projects, story time, singing, educational activities, and lunch. Children must be in the process of potty-training and be able to attend the program without a diaper or pull-up.

Annual tuition costs \$4,500 for older students in the 4-hour program and \$3,825 for all younger students. There is a 10% discount for enrolled siblings and financial aid is available upon request. A security deposit equaling one month's tuition (of \$425) is due for each child enrolled; this fee will be used as the student's last month tuition upon graduation. An additional fee of \$200 covers insurance and materials and is due annually for each student.

With the exception of Sections 3 and 5, and Exhibit B as amended herein, all other provisions and conditions of PERMIT shall remain unchanged. Should you have any questions or concerns, please contact Priya Macwan, Sustainability and Partnership Sections, at priya.macwan@lacity.org.

Sincerely,



MARIANA VALDIVIA
Chief Management Analyst
Partnerships and Sustainability

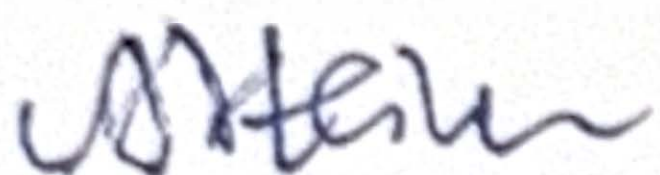
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[SIGNATURE PAGE TO FOLLOW]

SIGNATURE EXECUTION PAGE

AMENDMENT NO. 1 TO PERMIT NO. PD-ROE-179: EXTENSION OF TERM OF TEMPORARY, REVOCABLE RIGHT OF ENTRY PERMIT TO RANCHO PRESCHOOL, INC. FOR THE OPERATION AND MAINTENANCE OF A RECREATIONAL DEVELOPMENT PROGRAM AT CHEVIOT HILLS RECREATION CENTER

As the authorized representative of Rancho Preschool, Inc., I hereby accept the terms and conditions of the AMENDMENT NO. 1 contained herein:

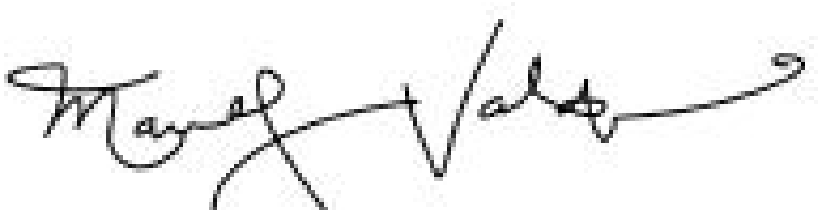

Permittee Signature

2/4/2026
Date

Alla Steiner
Permittee Name (print)

Board President
Title

COMMENCEMENT AND VALIDATION DATE of the AMENDMENT NO. 1:


RAP Representative Signature

2/5/2026
Commencement Date

Mariana Valdivia
Print Name

Chief Management Analyst
Title

METHANE ASSESSMENT, LEAD AND ASBESTOS SURVEY, AND WATER SAMPLING

Cheviot Hills Park – Recreation Center and Pool Bathhouse

2551 Motor Avenue

Los Angeles, Los Angeles County, California 90064

July 9, 2026

Terracon Project No. 1000007783



Prepared for:
City of Los Angeles, Department of Recreation and Parks
Los Angeles, California

Prepared by:
Terracon Consultants, Inc.
Carson, California



145 W. Walnut Street
Carson, California 90248
P (310) 627-3430
Terracon.com

July 9, 2026

City of Los Angeles, Department of Recreation and Parks
221 North Figueroa Street, Suite 400
Los Angeles, California 90012

Attn: Ms. Lisa Nosal
E: Lisa.Nosal@lacity.org

Re: Methane Assessment, Lead and Asbestos Survey, and Water Sampling
Cheviot Hills Park – Recreation Center and Pool Bathhouse
2551 Motor Avenue
Los Angeles, Los Angeles County, California 90064
Terracon Project No. 1000007783

Dear Ms. Nosal:

Terracon Consultants, Inc. (Terracon) is pleased to submit the enclosed Methane Assessment, Lead and Asbestos Survey, and Water Sampling report for the above-referenced site. This assessment was performed in general accordance with Contract No. 4082, dated August 14, 2024, and Terracon's Proposal Number PLA267224, dated on April 21, 2026.

We appreciate the opportunity to perform these services for the City of Los Angeles, Department of Recreation and Parks (RAP). Please contact the undersigned at (949) 261-0051 if you have questions regarding the information provided in the report.

Sincerely,
Terracon Consultants, Inc.

A handwritten signature in black ink, appearing to read 'J. Yang'.

Joseph T. Yang, P.E.
Senior Project Manager

A handwritten signature in blue ink, appearing to read 'Chris Blake'.

Chris Blake, CAC, CDPH
Senior Project Manager



TABLE OF CONTENTS

1.0	INTRODUCTION	1
1.1	Site Description and Background	1
1.2	Scope of Work.....	1
1.3	Standard of Care	2
1.4	Additional Scope Limitations.....	2
1.5	Reliance	2
2.0	FIELD ACTIVITIES	2
2.1	Methane Testing	2
2.1.1	Pre-Mobilization	3
2.1.2	Geophysical Survey	3
2.1.3	Soil Gas Probe Installation and Sampling	3
2.1.4	Methane Assessment.....	4
2.1.5	Investigation Derived Waste.....	5
2.2	Asbestos / Lead	5
2.2.1	Sample Collection and Analysis	5
2.2.2	Regulatory Overview	6
2.3	Water Sampling	8
2.3.1	Evaluation Criteria	8
2.3.2	Sample Collection	8
3.0	DATA EVALUATION	8
3.1	Methane Testing	8
3.2	Asbestos / Lead.....	9
3.3	Water Sampling	11
4.0	FINDINGS, CONCLUSIONS, AND RECOMMENDATIONS	11
4.1	Methane Testing	11
4.2	Asbestos / Lead.....	12
4.3	Water Sampling	12

APPENDICES

APPENDIX A – METHANE TESTING SITE DIAGRAM

APPENDIX B – METHANE TESTING PHOTOGRAPHIC LOG

APPENDIX C – CERTIFICATE OF COMPLIANCE FOR METHANE TEST DATA
AND RECORDED METHANE CONCENTRATIONS

APPENDIX D – ASBESTOS AND LEAD LICENSES AND CERTIFICATIONS

APPENDIX E – ASBESTOS AND LEAD SAMPLE LOCATION AND FACILITY SKETCH DRAWINGS

APPENDIX F – ASBESTOS AND LEAD PHOTOGRAPHIC LOG

APPENDIX G – ASBESTOS AND LEAD SURVEY SAMPLE SUMMARY

APPENDIX H – CDPH 8552 AND WATER SAMPLER SELF-CERTIFICATION FORMS

APPENDIX I - ASBESTOS, LEAD, AND LEAD IN WATER LABORATORY ANALYTICAL REPORTS

APPENDIX J – LADBS STANDARD PLAN

Methane Assessment, Lead and Asbestos Survey,
And Water Sampling

Cheviot Hills Park – Recreation Center and Pool Bathhouse ■ Los Angeles, California
July 9, 2026 ■ Terracon Project No. 1000007783



METHANE ASSESSMENT, LEAD AND ASBESTOS SURVEY, AND WATER SAMPLING
CHEVIOT HILLS – RECREATION CENTER AND POOL BATHHOUSE
2551 MOTOR AVENUE
LOS ANGELES, LOS ANGELES COUNTY, CALIFORNIA
TERRACON PROJECT NO. 1000007783
July 9, 2026

1.0 INTRODUCTION

1.1 Site Description and Background

The site is located at 2551 Motor Avenue, Los Angeles, Los Angeles County, California. The site is Cheviot Hills Recreation Center and Pool Bathhouse and consists of a recreation center and pool house located within a methane zone. Terracon understands that future renovation and/or demolition plans for the site are currently pending and may be contingent upon the findings of this investigation. The Methane Testing Site Diagram is provided in Appendix A.

Since the site is within a methane zone, methane testing and mitigation design is required by the Los Angeles Department of Building and Safety (LADBS) prior to completing site redevelopment activities. Terracon understands that the Pool Bathhouse and Recreation Center are used as a daycare facility and that due to the age and use of the buildings asbestos, lead paint and water sampling are required.

1.2 Scope of Work

Terracon conducted a Methane Assessment at the site. At the request of City of Los Angeles, Department of Recreation and Parks (RAP), the scope of work was performed in accordance with the City of Los Angeles Building Code Division 71, Site Testing Standards for Methane (Reference No.: LABC 7104., Document No. P/BC 2020-101)(LABC Methane Testing Standards) and the City of Los Angeles Methane Ordinance No. 175790 document effective March 29, 2004 (LADBS Methane Ordinance). The objective of the Methane Assessment was to identify the presence of methane soil gas in the subsurface of the site to evaluate methane mitigation requirements provided in the LADBS Methane Ordinance. The scope of work does not include soil and groundwater sampling.

Additionally, Terracon performed lead in water testing at the subject childcare facility, we understand the purpose of this lead in water sampling survey is for compliance with the California Assembly Bill 2370 and Health and Safety Code section 1597.16 lead in drinking water testing requirements. It should be noted that additional compliance responsibilities beyond the water sample collection and analysis services provided by Terracon are the responsibility of the licensed childcare provider (client).

Terracon also conducted an asbestos and lead survey of the interior, exterior and roof of the subject property. The survey objective was to evaluate building materials for potential asbestos and lead content prior to the planned renovation of the site structures.

1.3 Standard of Care

Terracon's services were performed in a manner consistent with generally accepted practices of the profession undertaken in similar studies in the same geographical area during the same time period. Terracon makes no warranties, either express or implied, regarding the findings, conclusions, or recommendations. Please note that Terracon does not warrant the work of laboratories, regulatory agencies, or other third parties supplying information used in the preparation of the report. These services were performed in accordance with the scope of work agreed with you, our client, as reflected in our proposal and were not restricted by ASTM E1903-19.

This asbestos and lead survey and lead water sampling was conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. The results, findings, conclusions, and recommendations expressed in this report are based on conditions observed during our survey. This report has been prepared on behalf of and exclusively for use by RAP for specific application to their project as discussed. This report is not a biddable document.

1.4 Additional Scope Limitations

Findings, conclusions, and recommendations resulting from these services are based upon information derived from the on-site activities and other services performed under this scope of work; such information is subject to change over time. Certain indicators of the presence of hazardous substances, petroleum products, or other constituents may have been latent, inaccessible, unobservable, nondetectable, or not present during these services, and we cannot represent that the site contains no hazardous substances, toxic materials, petroleum products, or other latent conditions beyond those identified during this Methane Assessment. Subsurface conditions may vary from those encountered at specific borings or wells or during other surveys, tests, assessments, investigations, or exploratory services; the data, interpretations, findings, and our recommendations are based solely upon data obtained at the time and within the scope of these services.

1.5 Reliance

This report has been prepared for the exclusive use and reliance of RAP. Use or reliance by any other party is prohibited without the written authorization of RAP and Terracon. Reliance on the report by the client will be subject to the terms, conditions and limitations stated in the proposal, this report, and our agreement. Reliance on the report by RAP will be subject to the terms contained in Contract No. 4082, dated August 14, 2024. The limitation of liability defined in our Agreement for Services with the client (RAP) is the aggregate limit of Terracon's liability to the client and other relying parties other than RAP.

2.0 FIELD ACTIVITIES

2.1 Methane Testing

Terracon's methane testing field activities were conducted on June 4 and 8, 2026 by a Field Environmental Engineer under the oversight of a California-licensed Professional Engineer (P.E.) with Terracon. A summary of the field activities is described below. A site-specific health and safety plan was

utilized by Terracon during field activities for this assessment. The methane testing photographic log of field activities is included as Appendix B.

2.1.1 Pre-Mobilization

On June 3, 2026, and more than 48 hours prior to drilling activities, Terracon marked the boring locations, and Terracon contacted USA DigAlert 811 (Ticket Number: A261520595) for clearance of public underground utilities in accordance with California law.

2.1.2 Geophysical Survey

On June 4, 2026, Terracon conducted a non-invasive geophysical survey using ground penetrating radar (GPR) and conductive locating equipment to further evaluate the possible underground utilities at the site. The geophysical survey was performed in the vicinity of each of the boring locations where mechanical drilling was to be performed. Proposed boring locations that were potentially in conflict with underground utilities were adjusted in the field. Significant subsurface anomalies or indication of components potentially associated with underground features were not identified.

2.1.3 Soil Gas Probe Installation and Sampling

On June 4, 2026, JHA Remediation (JHA), a State-of-California C-57 licensed driller, advanced four soil borings (SGP-1, SGP-2, SGP-3, and SGP-4) using hand tools and a track-mounted direct push drill rig to a maximum depth of approximately 20 feet below ground surface (bgs). SGP-1 and SGP-3 were advanced to a depth of 5 feet bgs and installed as temporary single-depth probes screened at 5 feet bgs. SGP-2 and SGP-4 were completed as permanent multi-depth soil gas probes screened at 5, 10 and 20 feet bgs. The approximate soil boring locations are shown on the Methane Testing Site Diagram in Appendix A.

Terracon's soil gas probe installation and soil gas sampling were conducted in general accordance with the California Environmental Protection Agency (Cal-EPA), Department of Toxic Substance Control (DTSC) and the Los Angeles Regional Water Quality Control Board, Los Angeles (LARWQCB), and the San Francisco RWQCB (SFRWQCB) guidance document Advisory Active Soil Gas Investigations, dated July 2015 (Soil Gas Advisory), as described below:

- The soil borings were completed as multi-depth soil gas probes by installing a ½-inch diameter probe tip approximately 1-inch long at the target depths. The probe tip was designed to be placed approximately halfway through a 1-foot sand pack extending from ½-foot above to ½-foot below the probe tip. Therefore, approximately ½-foot of sand was added to the soil boring prior to installing the probe tip.
- The sampling line connected to the probe tip was comprised of new dedicated 0.25-inch outer-diameter Nylaflow® tubing cut to length leaving approximately one foot of tubing extending from the surface at each probe. A gas tight valve was fitted to the up-hole end of the tubing to prevent ambient air from infiltrating the probe installation through the sample line. The sample tubing was marked at the ground surface to indicate the probe location, depth, and time of installation.
- Approximately ½-foot of sand was added after the installation of the probe tip to create a 1-foot sand pack surrounding the probe tip at the bottom of the boring. Approximately 1-foot of dry

granular bentonite chips were used to fill the borehole annular space around the Nylaflow® sampling line, from the top of the sand pack with hydrated granular bentonite chips from the top of the dry granular bentonite chips to the surface, or to the next probe depth. Sufficient water was added to hydrate the bentonite to ensure proper sealing, and care used in placement of the bentonite to prevent post-emplacement expansion which might compromise the probe seal.

- 8-inch-diameter lockable security well boxes were installed to protect the permanent multi-depth probes.

2.1.4 Methane Assessment

Methane soil gas sampling was performed a minimum of 2 hours following installation of the multi-depth soil gas probes to allow subsurface conditions to equilibrate. Barometric pressure parameters were verified by the local weather broadcast agency. Terracon's soil gas sampling program was conducted in general accordance with the Soil Gas Advisory.

Prior to purging the soil gas probes for preparation of sample collection, pressure measurements were collected using a handheld digital manometer (pressure gauge) by connecting directly to the soil gas probe Nylaflow® tubing. Following pressure readings, the sampling assembly was purged a standard three volumes by drawing the soil gas from the probe using a portable vacuum pump. The purge volumes were estimated based on the summation of the volumes of the Nylaflow® tubing sample line and the sand pack around the screen portion of the probe. The flow rate during purging and sampling was moderated to between 100 and 200 milliliters per minute (mL/min) to limit stripping of chemical compounds, to prevent ambient air from diluting the soil gas samples, and to reduce the variability of purging and sampling rates.

Once the sampling assembly was purged, the samples were collected from the sample line using 1-Liter Tedlar bags. Methane readings were then collected from the tedlar bag using an RKI Eagle gas detector capable of detecting oxygen, hydrogen sulfide, and carbon monoxide. The RKI eagle was also connected directly to the sample line to compare values and verify accuracy of measurements collected from the Tedlar bag. Methane concentrations and other pertinent parameters were recorded on the "Form 1 Table" (Appendix C) obtained from Page 5 of the *LADBS Site Testing Standards for Methane*, dated January 1, 2023 (LADBS Testing Standards).

In accordance with the LADBS Testing Standards, Shallow Soil Gas Testing was conducted on June 4, 2026, at a depth of 5 feet bgs at each of the soil gas probes. Following Shallow Soil Gas Testing, Gas Probe Testing, including methane and pressure measurements, was conducted on June 4 and 8, 2026, at the permanent multi-depth soil gas probes at depths of 5, 10, and 20 feet bgs, with a minimum 24-hour interval between each reading.

Upon completion of the methane soil gas sampling activities, the permanent soil gas probe lines were fitted with shut-off valves and were placed in the well and the cover was secured with bolts. The temporary soil gas probe lines were removed and the surface patched to match the surrounding area.

2.1.5 Investigation Derived Waste

Based on field observation, significantly impacted soil was not encountered and the limited surplus soil was spread in vegetated areas of the site. Investigation derived waste (IDW) was not generated. Sampling supplies were properly disposed off-site as solid waste.

2.2 Asbestos/Lead

The asbestos and lead survey was conducted June 10, 2026, by Mr. Josh Clark, a California Division of Occupational Safety and Health (DOSH) Certified Site Surveillance Technician (CSST) and California Department of Public Health (CDPH) Lead Sampling Technician and June 26, 2026 by Chris Blake, CDPH Lead Sampling Technician. Survey activities were supervised by Mr. Chris Blake, a DOSH Certified Asbestos Consultant (CAC) and Mr. Danish Mansoor, a DOSH CAC and CDPH Lead Inspector/Assessor. All pertinent certifications and licenses are attached in Appendix D. Asbestos and lead sample locations and a facility sketch drawing are presented in Appendix E. Photographs of the asbestos and lead survey are provided in Appendix F.

Terracon conducted a pre-renovation asbestos and lead survey of Recreation Center and Pool Bathhouse structures to identify potential asbestos-containing materials (ACM) and lead-containing materials that may be impacted by the planned renovation activities. A summary of the field activities is described below.

2.2.1 Sample Collection and Analysis

Asbestos

Based on results of the visual observation, bulk samples of suspect ACM were collected in general accordance with Asbestos Hazard Emergency Response Act (AHERA) sampling protocols. Random samples of suspect materials were collected in each homogeneous area. Suspect ACM were collected using wet methods, where applicable, to reduce the potential for fiber release. Samples were placed in sealable containers and labeled with unique sample numbers.

Terracon collected 47 samples from 15 homogeneous areas. Samples of suspect ACM were delivered under chain-of-custody protocol to LA Testing in Huntington Beach, California. LA Testing is a laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) under the National Institute of Standards and Technology (NIST) for analysis by PLM. The asbestos survey sample summary is provided in Appendix G.

Lead-Containing Materials

Terracon collected 126 X-ray Fluorescence (XRF) analyzer readings from representative interior and exterior surfaces throughout the subject structures. Calibration readings were taken before and after per the XRF manufacturer instructions. Terracon utilized a SciAps X550 XRF unit (serial number 04903). The XRF survey sample summary is included in Appendix G.

Additionally, 14 paint chip samples were collected for lead analysis. The samples were delivered under chain-of-custody to LA Testing in Huntington Beach, California. The paint chip samples were analyzed by Flame Atomic Absorption spectroscopy in accordance with EPA Method 7000B. The sampling locations are provided in Appendix G.

2.2.2 Regulatory Overview

Asbestos

As a consequence of the health hazard from inhalation of asbestos fibers, a body of federal and state regulations has been developed. Federal regulations pertaining to asbestos are included in AHERA (US EPA 40 CFR 763); NESHAP (EPA 40 CFR 61); OSHA Asbestos Standards (29 CFR 1910.1001 and 29 CFR 1926.1101), and ASHARA (Asbestos School Hazard Abatement Reauthorization Act). Many states have additional requirements including state-specific licensing and certification. In California, these regulations include, but are not limited to: Cal/OSHA in Title 8, Sections 1529 and 5208 and the South Coast Air Quality Management District (SCAQMD), Rule 1403.

The federal asbestos NESHAP standard (40 CFR Part 61, Subpart M) regulates asbestos fiber emissions and asbestos waste disposal practices. NESHAP also requires the identification and classification of asbestos removal in the SCAQMD. Under NESHAP, ACM are classified as either friable, Category I non-friable or Category II non-friable ACM.

Friable materials are those that, when dry, may be crumbled, pulverized, or reduced to powder by hand pressure. Category I non-friable ACM includes packings, gaskets, resilient floor coverings and asphalt roofing products containing more than 1% asbestos. Category II non-friable ACM are any materials other than Category I materials that contain more than 1% asbestos.

Friable ACM, along with Category I and Category II non-friable ACM, which is in poor condition and has become friable or which will be subjected to drilling, sanding, grinding, cutting, or abrading and which could be crushed or pulverized during anticipated renovation or demolition activities are considered regulated ACM (RACM). Building materials confirmed to be ACM through the collection of bulk sampling and subsequent laboratory analysis, or presumed ACM, must be removed prior to intentional disturbance during planned renovation/demolition activities. Asbestos abatement must be conducted by Cal/OSHA-accredited asbestos abatement contractors. Third-party air monitoring should be conducted during the abatement activities.

Cal/OSHA requires that only properly licensed and certified asbestos abatement contractors are allowed to remove ACM. As per NESHAP, all RACM shall be removed from a facility being demolished or renovated before any non-burning demolition or renovation begins that would break up, dislodge, or similarly disturb the material or preclude access to the material for subsequent removal. According to SCAQMD, if more than 100 square feet of any ACM is to be stripped, removed, dislodged, cut, drilled, or similarly disturbed, or for any demolition, the asbestos abatement contractor or facility owner must submit an Asbestos Notification of Demolition and Renovation form to SCAQMD along with the appropriate fees within at least 10 working days prior to the scheduled asbestos removal activity or demolition start date. Planned renovations that do not meet the definition of 'demolition or renovation of a facility' per SCAQMD and where no ACM exists do not require notification to SCAQMD.

The federal OSHA Asbestos standard for construction (29 CFR 1926.1101) and the Cal/OSHA asbestos standard for general industry and the construction industry (CCR Title 8, Sections 5208 and 1529, respectively) regulate workplace exposure to asbestos. Both the federal OSHA and Cal/OSHA standards require that employee exposure to airborne asbestos fibers be maintained below 0.1 asbestos fibers per cubic centimeter of air (0.1 f/cc) as an eight-hour time weighted average. The federal OSHA and Cal/OSHA standards classifies construction and maintenance activities which could disturb ACM and specifies work practices and precautions which employers must follow when engaging in each class of regulated work. However, workers who deliberately disturb any amount of asbestos should have

Methane Assessment, Lead and Asbestos Survey, And Water Sampling

Cheviot Hills Park – Recreation Center and Pool Bathhouse ■ Los Angeles, California
July 9, 2026 ■ Terracon Project No. 1000007783



pertinent training and wear proper personal protective equipment according to federal and state regulatory requirements (i.e., Cal/OSHA 8 CCR 1529 (g) (1) through (9) for Class I, II and III work).

Asbestos containing construction materials (ACCM) is a term developed by Cal/OSHA out of concern for non-hazardous building materials used inside and outside a building that contain less than 1% asbestos. The definition of ACCM includes any manufactured building material that has more than one-tenth of 1% ($>0.1\%$) asbestos content. The SCAQMD requires point counting of friable samples of ACM at concentrations of less than 10% to determine more accurately the content of asbestos and proper classification of the material for proper abatement and disposal requirements. Alternatively, materials may be presumed as ACMs. If the material is less than one tenth of 1%, the material is not regulated by the EPA however Cal/OSHA worker protection regulations apply if any asbestos is detected.

Lead

California and HUD define lead-based paint as a pint or coating with lead content equal or greater than 1.0 milligram per square centimeter (mg/cm^2). In Los Angeles County "Dangerous levels of lead-bearing substances" means any paint, varnish, lacquer, putty, plaster, or similar coating or structural material which contains lead or its compounds in excess of seven-tenths (.7) of one milligram per square centimeter.

The Resource Conservation and Recovery Act (RCRA) gave the USEPA authority to regulate the waste status of demolition and renovation debris, including lead-containing materials. Specific notification and testing requirements must be addressed prior to transporting, treating, storing, or disposing of hazardous wastes. Lead containing wastes are considered hazardous waste under RCRA if Toxicity Characteristic Leaching Procedure (TCLP) results exceed 5 milligrams per liter (mg/L). EPA exempts from most RCRA requirements those generators whose combined hazardous waste generation is less than 100 kilograms (kg) per month.

Detectable lead quantities may constitute a lead dust hazard during renovation/demolition activities. Personnel performing renovation/demolition activities that may disturb painted components with concentrations of lead above the designated analytical detection limit should comply with all current OSHA regulations in order to minimize employee exposure. OSHA regulates construction activities that disturb lead-containing material regardless of the concentration. Currently, any proposed renovation/demolition is subject to the OSHA regulations (29 CFR 1926.62 – Lead Exposure in Construction).

In California, the lead standard was adopted by DOSH as Title 8 CCR, Section 1532.1 (Occupational Lead Poisoning Prevention Program). The California Department of Public Health also regulates accreditations, certifications and work practices for activities involving lead-containing materials under Title 17 CCR. The federal and DOSH regulations define specific training requirements, engineering controls and working practices for construction personnel subject to this standard. Occupational exposure to lead occurring in the course of construction work, including maintenance activities, painting, alteration and repairs is subject to the OSHA Lead Exposure in Construction standard.

Contractors and employers are required to comply with 29 CFR 1926.62 and Title 8 CCR 1532.1. Construction work covered by federal and DOSH standards includes any repair or renovation activities or other activities that disturb in-place lead-containing materials. Employers must assure that no employee will be exposed to lead at concentrations greater than 10 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$) averaged over an eight-hour period without adequate protection. The Federal and California OSHA

Standards also establish an action level of $2 \mu\text{g}/\text{m}^3$, which if exceeded, triggers the requirement for medical monitoring.

2.3 Water Sampling

Prior to the date of this inspection Terracon was provided with a Facility Sketch by the client for the subject childcare center. Mr. Josh Clark, a CPDH Lead Sampling Technician, conducted the water sampling and documentation on June 10, 2026. Copies of the Water Sampler Self-Certification Forms are attached as Appendix H.

2.3.1 Evaluation Criteria

Assembly Bill 2370, Chapter 676 and Health and Safety Code section 1597.16 requires that all licensed Child Care Centers constructed before January 1, 2010, test their water for lead. The Action Level for lead in drinking water is 0.5 parts per billion (5 ppb) or 5 micrograms per liter ($5 \mu\text{g}/\text{L}$).

2.3.2 Sample Collection

Terracon began the sampling activities with a visual assessment, identification, and inventory of the pre-labeled cold water outlet testing locations identified for sampling on the Facility Sketch provided by the client. Photographs were taken of each outlet location (Appendix F). Terracon collected six (6) first draw water samples of each designated cold-water faucet and one (1) 30-second post flush sample from the facility. Sampling was performed using 250-milliliter (ml) high-density polyethylene (HDPE) sample bottles containing nitric acid provided by the testing laboratory.

The water samples collected were delivered under chain-of-custody protocol to LA Testing in Huntington Beach, California. LA Testing is a laboratory accredited by the California Environmental Laboratory Accreditation Program (ELAP) for analysis by EPA Method 200.8: Determination of Trace Elements in Waters and Wastes by Inductively Coupled Plasma - Mass Spectrometry.

Assembly Bill 2370, Chapter 676 and California Health and Safety Code section 1597.16 requires that all licensed Child Care Centers constructed before January 1, 2010, test their cold-water outlets that are used for drinking or cooking for lead content. California Health and Safety Code section 1597.16 also requires certifications for individuals performing water sampling, laboratory accreditations, and specific testing procedures to be followed during the sampling process. If drinking water is found to exceed the action level 0.5 ppb or $5 \mu\text{g}/\text{L}$ then the Child Care Center must create a corrective action plan to ensure that the associated water outlets are replaced or otherwise made safe for use.

3.0 DATA EVALUATION

3.1 Methane Testing

Prior to collecting methane readings, each soil gas sample point was monitored for gas pressure. Pressure measurements collected at each soil gas probe ranged from 0.003 inches of water column (inWC) at soil gas probe SGP-1 at a depth of 5 feet bgs to 0.108 inWC in soil gas probe SGP-2 at a depth of 20 feet bgs. Methane concentrations in soil gas, reported in parts per million by volume (ppmv), are summarized below:

Methane Assessment, Lead and Asbestos Survey,
And Water Sampling



Cheviot Hills Park – Recreation Center and Pool Bathhouse ■ Los Angeles, California
July 9, 2026 ■ Terracon Project No. 1000007783

Soil Gas Probe ID	Test Type (Shallow or Multi-depth)	Depth (feet bgs)	Methane Concentration (ppmv) June 4, 2026	Methane Concentration (ppmv) June 8, 2026
SGP-1	Shallow	5	270	--
SGP-2	Shallow	5	120	--
SGP-3	Shallow	5	35	--
SGP-4	Shallow	5	35	--
SGP-2	Multi-depth	5	110	35
		10	600	250
		20	640	210
SGP-4	Multi-depth	5	35	55
		10	20	25
		20	65	15

Methane concentrations measured on June 4, 2026 ranged from 20 to 640 ppmv, while concentrations measured on June 8, 2026 ranged from 15 to 250 ppmv. The highest methane concentrations were observed at 10 and 20 feet bgs at SGP-2 during both sampling events, with values remaining within a relatively narrow range, indicating generally consistent methane conditions at those depths. The data indicate a vertical concentration gradient at SGP-2, with methane concentrations at depth decreasing toward the shallow zone. In contrast, SGP-4 exhibited low and stable concentrations at each depth, with only minor variation between sampling events. Overall, the data indicate that methane was present at low concentrations across the site, and measured pressures remained low, with no indication of elevated subsurface gas pressure during testing.

3.2 Asbestos/Lead

Asbestos

Based on the results of laboratory analysis, asbestos was detected in two (2) of the homogeneous areas sampled. Additionally, nine (9) materials are assumed to contain asbestos due to limitation of access or limitation on destructive sampling. Confirmed and Assumed ACM are detailed in the table below:

CONFIRMED AND ASSUMED ASBESTOS CONTAINING MATERIALS

HA	Material Description	Material Location	Result	NESHAP Classification	Condition	Approximate Quantity*
Pool Bathhouse						
1	White Window Glazing	Interior Windows	2% CH	Cat II	Good	500 SF
2	Water Pipe Insulation	SW Water Heater Room	10-12% AM 10-15% CH	Cat I	Good	5 LF

Methane Assessment, Lead and Asbestos Survey,
And Water Sampling



Cheviot Hills Park – Recreation Center and Pool Bathhouse ■ Los Angeles, California
July 9, 2026 ■ Terracon Project No. 1000007783

Recreation Center						
NA	Roofing Materials	Upper Roof	Assumed	Cat. I	Good	2,500 SF
NA	Acoustic Ceiling Tiles	Gym Ceiling	Assumed	RACM	Good	5,000 SF
NA	Beige 6" x 12" Ceramic Wall Tile w/ Grout & Mortar	Walls	Assumed	Cat. II	Good	600 SF
NA	Grey 4" x 8" Ceramic Floor Tile w/ Grout & Mortar	Floor	Assumed	Cat. II	Good	4,500 SF
NA	Light Grey 2" x 2" Ceramic Floor Tile w/ Grout & Mortar	Floor	Assumed	Cat. II	Good	500 SF
NA	White 4" x 4" Ceramic Wall Tile w/ Grout & Mortar	Restroom Walls	Assumed	Cat. II	Good	1,250 SF
NA	Blue 2" x 2" Ceramic Wall Tile w/ Grout & Mortar	Restroom Walls	Assumed	Cat. II	Good	120 SF
NA	Pink 4" x 4" Ceramic Wall Tile w/ Grout & Mortar	Restroom Walls	Assumed	Cat. II	Good	120 SF
NA	White Wall Plaster	Walls	Assumed	Cat. II	Good	3,500 SF
NA	Mirror Mastic	Behind Mirrors	Assumed	Cat. II	Good	25 SF

*Quantities listed are approximate for the total square footage of the building. Total quantities of materials to be abated are to be determined by the contractor. CH=Chrysotile, RACM = Regulated Asbestos Containing Material, Cat. I - Category I Non-Friable Asbestos Containing Material, Cat. II - Category II Non-Friable Asbestos Containing Material, SF - Square Feet

Please refer to the Asbestos Survey Sample Summary in Appendix G for a summary of all materials collected and sample locations.

Should suspect materials other than those which were identified during this survey be uncovered prior to or during the renovation, those materials should be assumed asbestos-containing until sampling and analysis can confirm or refute asbestos content.

Lead

Based on the XRF data collected, 19 of the readings contain lead levels above the LA County threshold of 0.7 mg/cm². A total of 12 readings collected met or exceeded the federal threshold of 1.0 mg/cm² for lead based paint.

Based on the results of laboratory analysis, five (5) of the samples contain lead above the laboratory limit of detection. One (1) of the samples collected was determined to meet the definition of lead-based paint containing lead levels in excess of the federal threshold of 5,000 ppmv.

The Asbestos and lead lab results and chain of custody forms for the suspect lead paint samples can be found in Appendix I.

3.3 Water Sampling

Results for the water samples are summarized in the table below. First draw results from all locations ranged from non-detect at the laboratory reporting limit to 14.4 µg/L. Two of the water samples exceeded the 5 µg/L action level criterion. It should be noted that while on site Terracon was directed by the client to limit water sample collection to the Pool House building only.

LEAD IN WATER SAMPLE RESULTS SUMMARY

Sample Location	Sample ID	Sample Result	Action Level
Pool House Men's Changing Area Drinking Fountain (First Draw)	01-A	14.4 µg / L	5.0 µg/L
Pool House Women's Changing Area Drinking Fountain (First Draw)	01-B	2.56 µg/L	5.0 µg/L
Pool House Exterior Drinking Fountain (First Draw)	03-C	12.6 µg / L	5.0 µg/L
Pool House Men's Bathroom Sink (First Draw)	04-D	1.92 µg/L	5.0 µg/L
Pool House Women's Bathroom Right Sink (First Draw)	05-E	ND µg/L	5.0 µg/L
Pool House Women's Bathroom Left Sink (First Draw)	06-F	2.2 µg/L	5.0 µg/L
Pool House Men's Changing Area Drinking Fountain (30-Second Draw)	30-Sec Draw	1.65 µg/L	5.0 µg/L

µg/L = micrograms per liter

ND = Non-Detect

Bold Font = result above criterion

4.0 FINDINGS, CONCLUSIONS, AND RECOMMENDATIONS

4.1 Methane Testing

Methane concentrations recorded during the June 4 and 8, 2026 Methane Assessment ranged from 15 to 640 ppmv; and pressure readings were below 2 inWC, ranging from 0.003 to 0.108 inWC. According to Table 1A (Mitigation Requirements for Methane Zone) on Sheet 4 of 8 on the *LADBS Standard Plan: Methane Hazard Mitigation (LADBS Standard Plan)*, dated February 10, 2010 (Appendix J), and based on the highest methane concentration (between 101 to 1,000 ppmv) identified, the site is classified as a Level II site design. Therefore, the site is subject to methane mitigation including implementation of the following:

- Passive sub-slab vent system.
- Installation of trench dams and conduit seal fittings in electrical conduits.

Based on the results of the Methane Assessment, additional investigation does not appear warranted. However, Terracon recommends that proposed electrical and methane mitigation components installed

Methane Assessment, Lead and Asbestos Survey, And Water Sampling

Cheviot Hills Park – Recreation Center and Pool Bathhouse ■ Los Angeles, California
July 9, 2026 ■ Terracon Project No. 1000007783



during site redevelopment meet the classification requirements under a Level II site design as presented in Outdoor Hazardous Area Classification, Vent Riser Hazardous Area Classification, and Building Hazardous Area Classification, in Tables 7, 8, and 9, respectively, of the LADBS Standard Plan (Appendix J), and per the Certificate of Compliance for Methane Test Data (Appendix C).

Additionally, Terracon recommends that if impacted soils are encountered during future excavations or construction activities, proper procedures should be followed with respect to worker health and safety, and any affected soil encountered should be properly characterized, treated, and/or disposed in accordance with applicable local, state or federal regulations.

4.2 Asbestos/Lead

ACM were identified at the subject site. Therefore, these materials must be removed by a licensed abatement contractor prior to disturbance. Terracon recommends that a supplemental survey be performed to confirm the presence of asbestos in the assumed materials prior to disturbance of these materials.

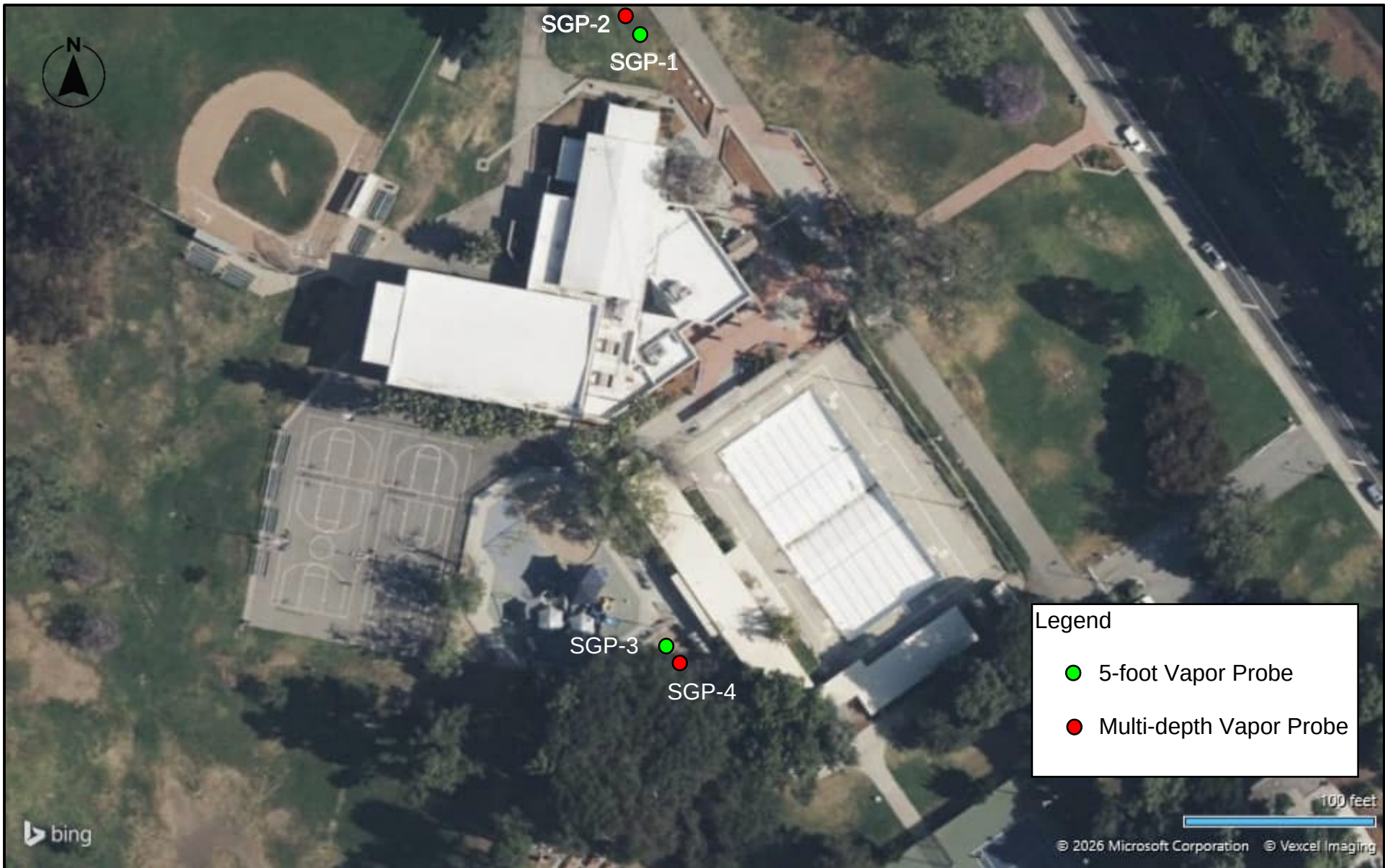
Lead-based paint and lead-containing paint have been identified in painted surfaces at levels in excess of the Los Angeles County threshold of 0.7 mg/cm² and the EPA threshold of 1.0 mg/cm². Therefore, disturbance to these surfaces will require safe work practices and abatement of these surfaces should be performed by lead certified abatement contractors. In addition, lower levels of lead have been identified which will require contractors to comply with Cal/OSHA Lead in Construction Standards for worker protection purposes.

4.3 Water Sampling

Based on laboratory results, lead was detected above the action level of 5 ug/L in two initial draw samples (Pool House Men's Changing Area Drinking Fountain and Pool House Exterior Drinking Fountain). The remaining initial draw samples and 30-second flush water samples ranged from non-detect to 2.56 ug/L lead content. The client must create a corrective action plan to ensure that the associated water outlets are replaced or otherwise made safe for use.

APPENDIX A

Methane Testing Site Diagram



Legend

- 5-foot Vapor Probe
- Multi-depth Vapor Probe

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES	Project No.	PLA267224	 23041 Avenida de la Carlota, Suite 350 Laguna Hills, California 92653	METHANE TESTING SITE DIAGRAM	Exhibit
	Scale:	AS SHOWN		Cheviot Hills – Recreation Center and Pool Bathhouse 2551 Motor Avenue Los Angeles, Los Angeles County, California	1
	Client:	City of Los Angeles, RAP			
	Date:	04-02-2026			

APPENDIX B

Methane Testing Photographic Log



Photo 1: Utility markings.



Photo 2: Drilling at SGP-1 and SGP-2.



Photo 3: Drilling at SGP-3 and SGP-4.



Photo 4: Purging and sampling at SGP-2.

APPENDIX C

Certificate of Compliance for Methane Test Data Recorded Methane Concentrations

FORM 1 - CERTIFICATE OF COMPLIANCE FOR METHANE TEST DATA

Part 1: Certification Sheet

Site Address: 2551 Motor Ave, Los Angeles, Los Angeles County, California 90064

Legal Description: Tract:

Lot: Block:

Building Use: Recreation Center and Pool House

Architect=s, Engineer=s or Geologist=s Stamp:

Name of Architect, Engineer, or Geologist:

Joseph T. Yang

Mailing Address: 23041 Avenida de la Carabota, Suite 350
Laguna Hills, CA 92653

Telephone: (949) 383-1974

Name of Testing Laboratory: Terracon Consultants, Inc.

City Test Lab License #: TA10213

Telephone: (949) 261-0051



I hereby certify that I have tested the above site for the purpose of methane mitigation and that all procedures were conducted by a City of Los Angeles licensed testing agency in conformity with the requirements of the LADBS Information Bulletin P/BC 2023-101. Where the inspection and testing of all or part of the work above is delegated, full responsibility shall be assumed by the architect, engineer or geologist whose signature is affixed thereon.

Signed: [Signature]

date

6/19/26

Required Data:

- Project is in the (Methane Zone) or (Methane Buffer Zone).
- Depth of ground water observed during testing: N/A feet below the Impervious Membrane.
- Depth of Historical High Ground Water Table Elevation*: N/A feet below the Impervious Membrane.
- Design Methane Concentration**: 640 parts per million in volume (ppmv).
- Design Methane Pressure***: 0.108 inches of water column.
- Site Design Level: (Level I) (Level II) Level III, Level IV, Level V) with ≤ 2 inches of water column.

De-watering:

- De-watering (is) (is not) required per Section 7104.3.7.
- Pump discharge rate N/A cubic feet per minute per reference geology or soil report:
N/A dated N/A.

Additional Investigation:

- Additional investigation (was) (was not) conducted.

Latest Grading on Site:

- Date of last grading on site (was) (was not) more than 30 days before Site Testing.
- See Attached explanation of the effect on soil gas survey results by grading operations.

Notes:

- * Historical High Ground Water Table Elevation shall mean the highest recorded elevation of ground water table based on historical records and field investigations as determined by the engineer for the methane mitigation system.
- ** Design Methane Concentration shall mean the highest recorded measured methane concentration from either Shallow Soil Gas Test or any Gas Probe Set on the site.
- *** Design Methane Pressure shall mean the highest total pressure measured from any Gas Probe Set on the site.

FORM 1 (CONTINUED) - CERTIFICATE OF COMPLIANCE FOR METHANE TEST DATA

Part 2: Test Data - Shallow Soil Gas Test and Gas Probe Test

Site Address: 2551 Motor Avenue, Los Angeles, CA

Description of Gas Analysis Instrument(s):

Instrument Name and Model: RKI-Eagle

Instrument Accuracy: $\pm$ 5 ppmv.

City of Los Angeles Testing License #: TA10213

[illegible]

APPENDIX D

Asbestos and Lead Licenses and Certifications

State of California
Division of Occupational Safety and Health
Certified Site Surveillance Technician
Joshua Clark



Name

Certification No. **26-8042**

Expires on **01/16/2027**

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq of the Business and Professions Code.





STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH



LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:



Joshua Clark

CERTIFICATE TYPE:

Lead Sampling Technician

NUMBER:

LRC-00015588

EXPIRATION DATE:

5/15/2027

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD

State of California
Division of Occupational Safety and Health
Certified Asbestos Consultant
Christopher A Blake



Name

Certification No. **01-3027**

Expires on **11/09/2026**

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq of the Business and Professions Code.





STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH



LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:



Christopher Blake

CERTIFICATE TYPE:

Lead Sampling Technician

NUMBER:

LRC-00011662

EXPIRATION DATE:

8/29/2026

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD



STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH



LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:



Syed Mansoor

CERTIFICATE TYPE:

Lead Inspector/Assessor

NUMBER:

LRC-00003714

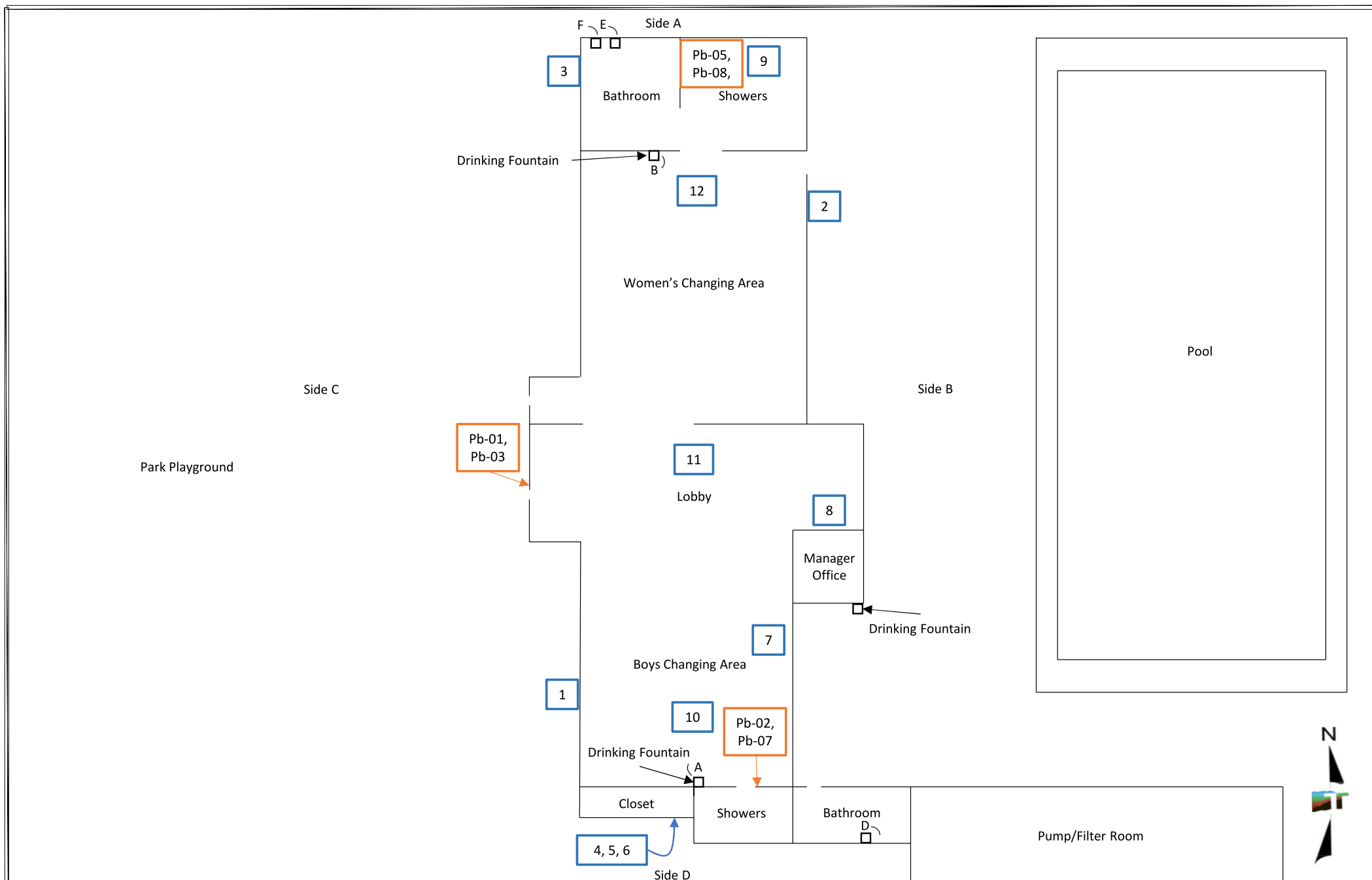
EXPIRATION DATE:

10/30/2026

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD

APPENDIX E

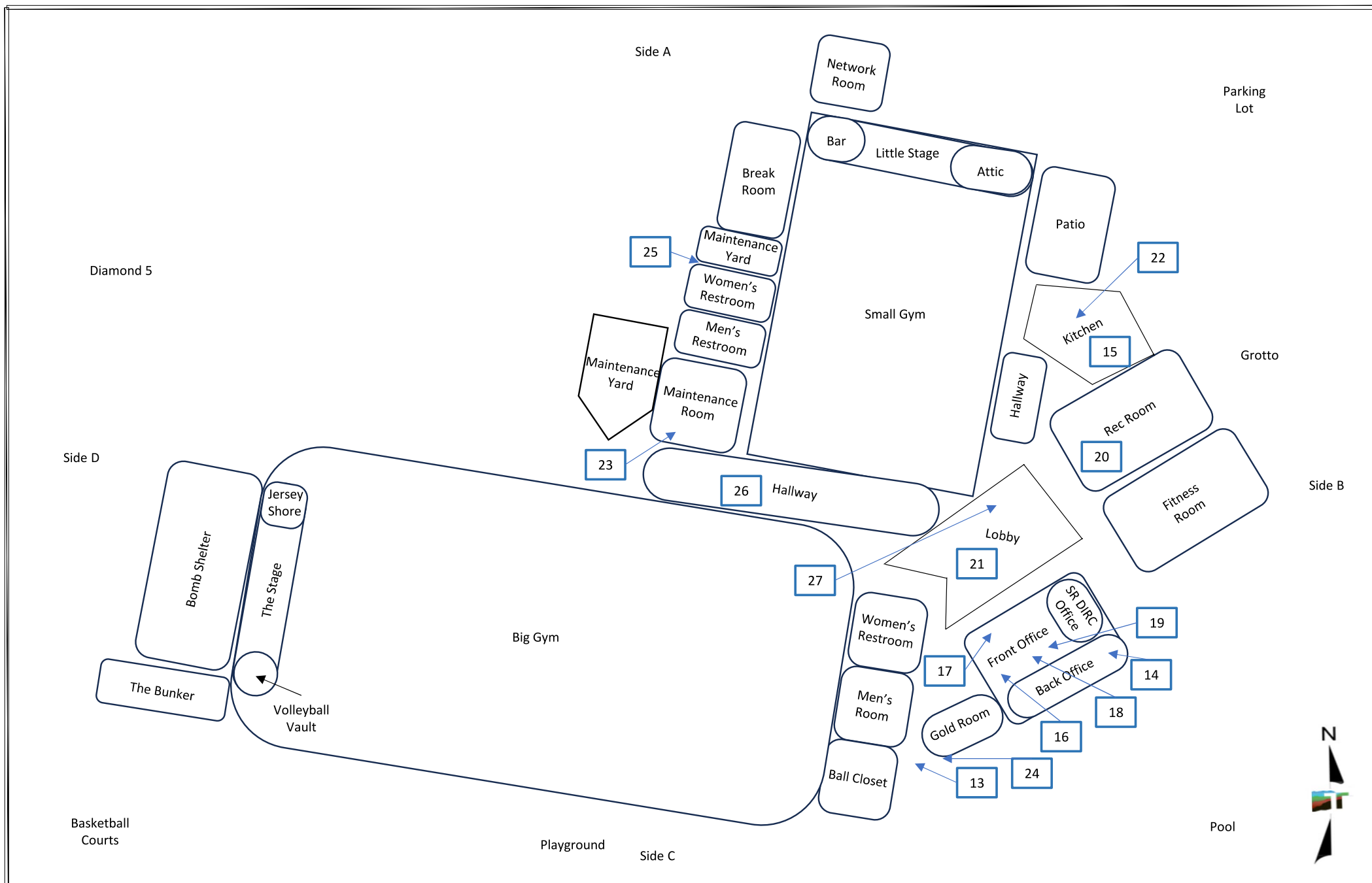
Asbestos and Lead Sample Location and Facility Sketch Drawings



Sample Location Drawing		Pool House – Interior & Roof	Legend	Exhibit
Prepared for: City of Los Angeles, Department of Recreation and Parks, Los Angeles Project: Asbestos and Lead Survey Scale: Not to Scale Terracon Project Number: 1000007783		Cheviot Hills Recreation Center 2693 Motor Avenue Los Angeles, CA 90064	ACM Samples Lead Samples	1



Sample Location Drawing		Recreation Center - Interior	Legend	Exhibit
Prepared for: City of Los Angeles, Department of Recreation and Parks, Los Angeles Project: Asbestos and Lead Survey Scale: Not to Scale Terracon Project Number: 1000007783		Cheviot Hills Recreation Center 2693 Motor Avenue Los Angeles, CA 90064	ACM Samples Lead Samples	2



Sample Location Drawing		Recreation Center - Roof	Legend	Exhibit
Prepared for: City of Los Angeles, Department of Recreation and Parks, Los Angeles Project: Asbestos and Lead Survey Scale: Not to Scale Terracon Project Number: 1000007783		Cheviot Hills Recreation Center 2693 Motor Avenue Los Angeles, CA 90064	ACM Samples Lead Samples	3

FACILITY SKETCH (Floor Plan)

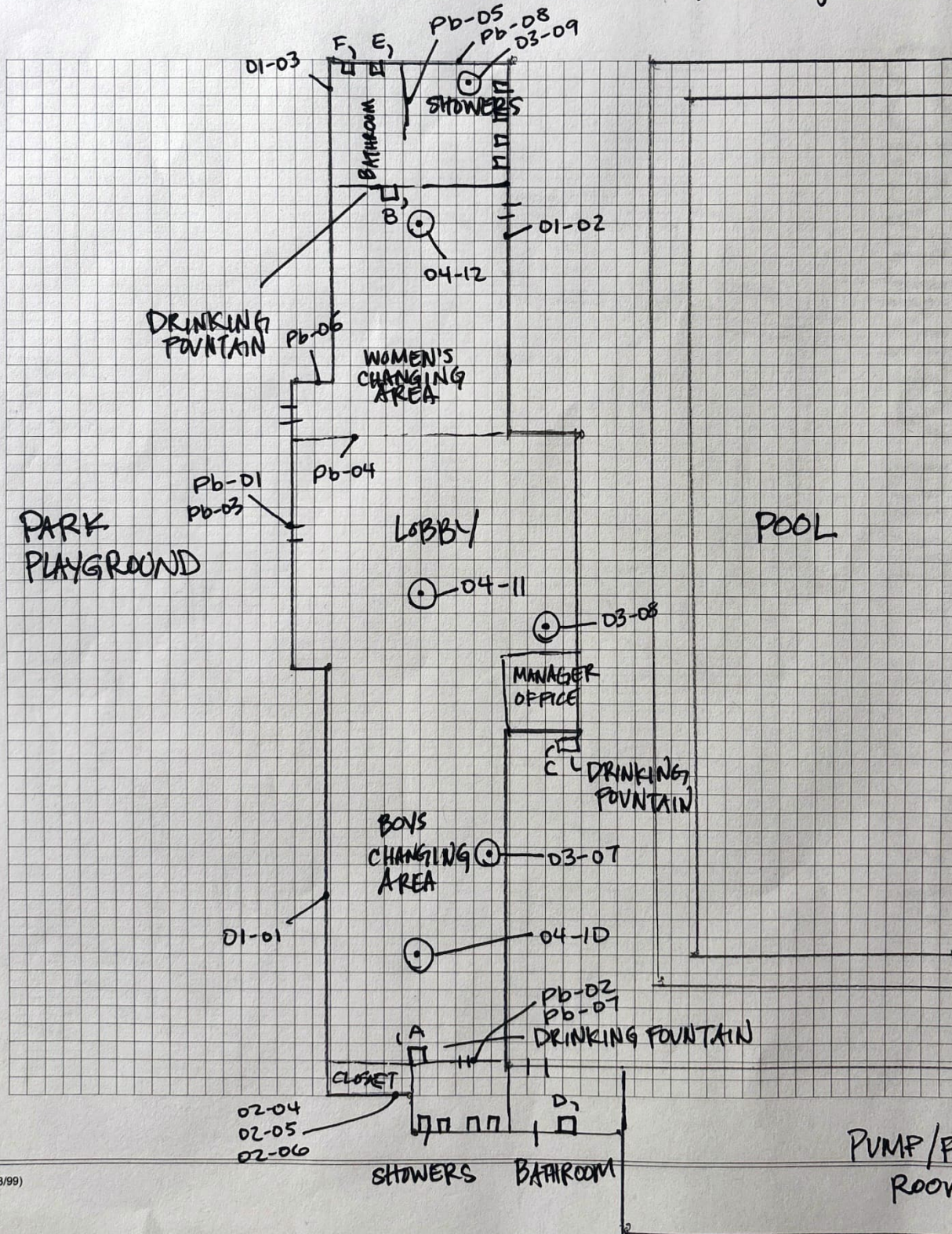
Applicants are required to provide a sketch of the floor plan of the home or facility and outside yard. The floor sketch must label rooms such as the kitchen, bath, living room, etc. Circle the names of the rooms that will be used by staff/residents/clients/children. Door and window exits from the rooms must be shown in case of an emergency (see Emergency Disaster Plan). Show room sizes (e.g. 8.5 x 12). Keep close to scale. Use the space below. See back for yard sketch.

FACILITY NAME:

Chenot Hills Pool

ADDRESS:

2693 Motor Ave, Los Angeles, CA 90064



APPENDIX F

Asbestos and Lead Photographic Log

Photo Log

Project Number: 1000007783

Site Visit Date: June 10, 2026



HA 1 - White Window Glazing



HA 2 - Water Pipe Insulation

Photo Log

Project Number: 1000007783

Site Visit Date: June 10, 2026



HA 3 - Silver Roof Mastic



HA 4 - Membrane Roof Core

Photo Log

Project Number: 1000007783

Site Visit Date: June 10, 2026



HA 5 - Membrane Roof Core



HA 6 - White HVAC Duct Mastic

Photo Log

Project Number: 1000007783

Site Visit Date: June 10, 2026



HA 7 - Grey HVAC Duct Mastic



HA 8 - Silver Roof Penetration Mastic

Photo Log

Project Number: 1000007783

Site Visit Date: June 10, 2026



HA 9 - White Wall Seam Caulking



HA 10 - White Speckled 12" x 12" Vinyl Floor Tile w/ Mastic

Photo Log

Project Number: 1000007783

Site Visit Date: June 10, 2026



HA 11 - Light Grey 4" Cove Base w/ Mastic



HA 12 - Drywall & Joint Compound

Photo Log

Project Number: 1000007783

Site Visit Date: June 10, 2026



HA 13 - Tan 4" Cove Base w/ Mastic



HA 14 - White & Tan Speckled 12" x 12" Vinyl Floor Tile w/ Mastic

Photo Log

Project Number: 1000007783

Site Visit Date: June 10, 2026

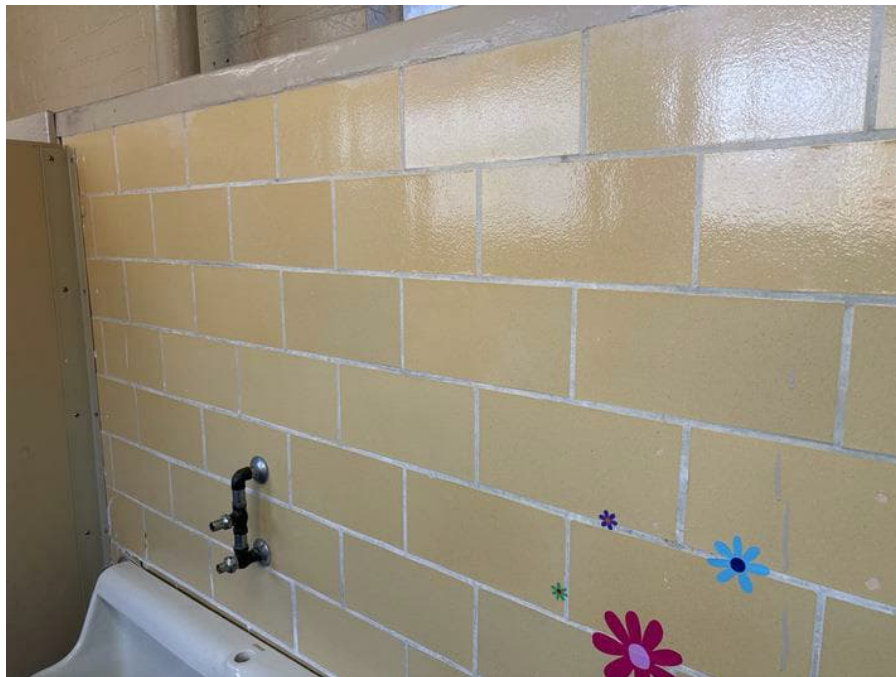


HA 15 - Spray-Applied Fireproofing

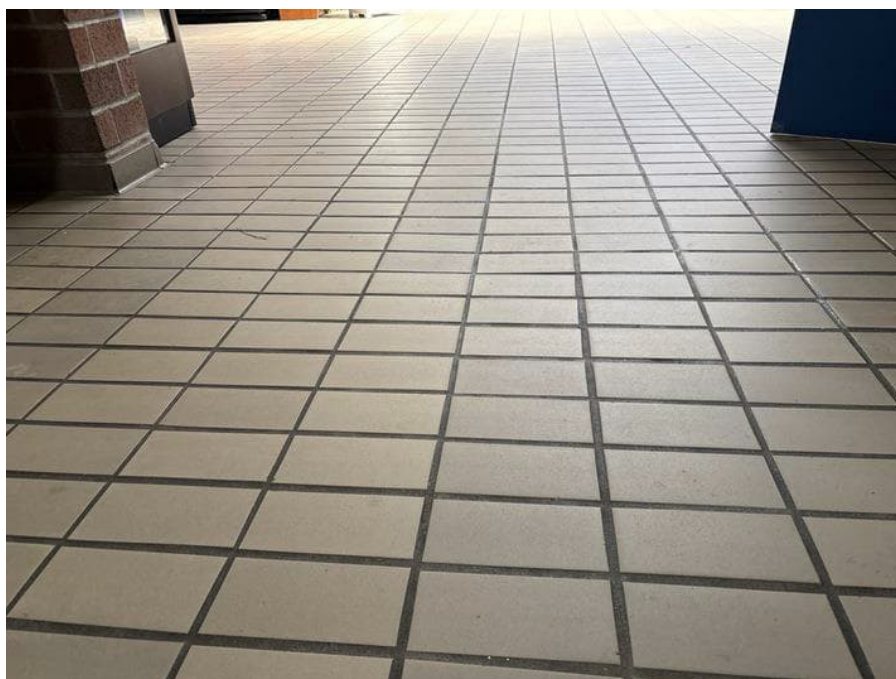
Photo Log

Project Number: 1000007783

Site Visit Date: June 10, 2026



Assumed ACM Material - Beige 6" x 12" Ceramic Wall Tile w/ Grout & Mortar

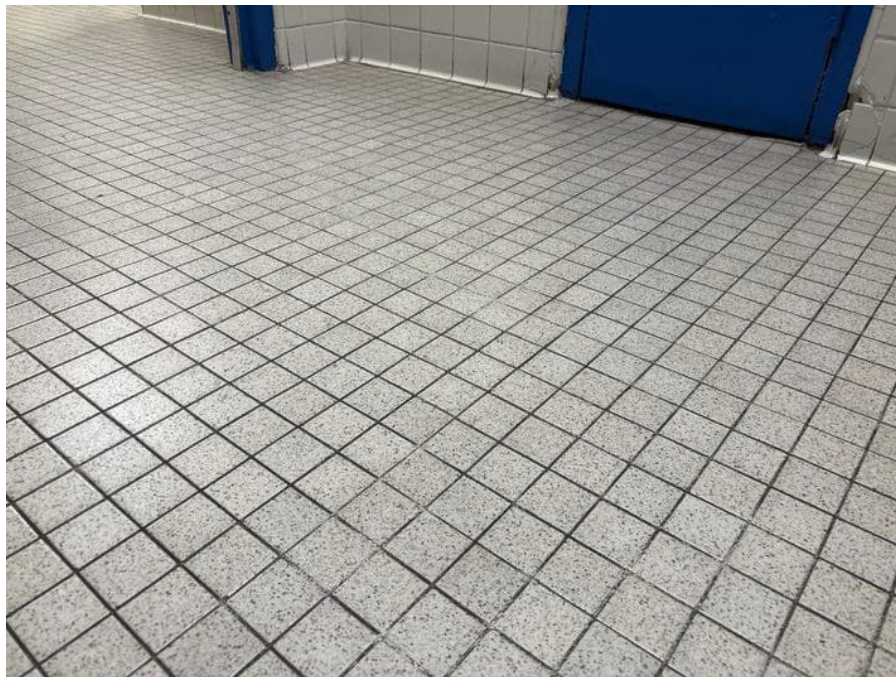


Assumed ACM Material - Grey 4" x 8" Ceramic Floor Tile w/ Grout & Mortar

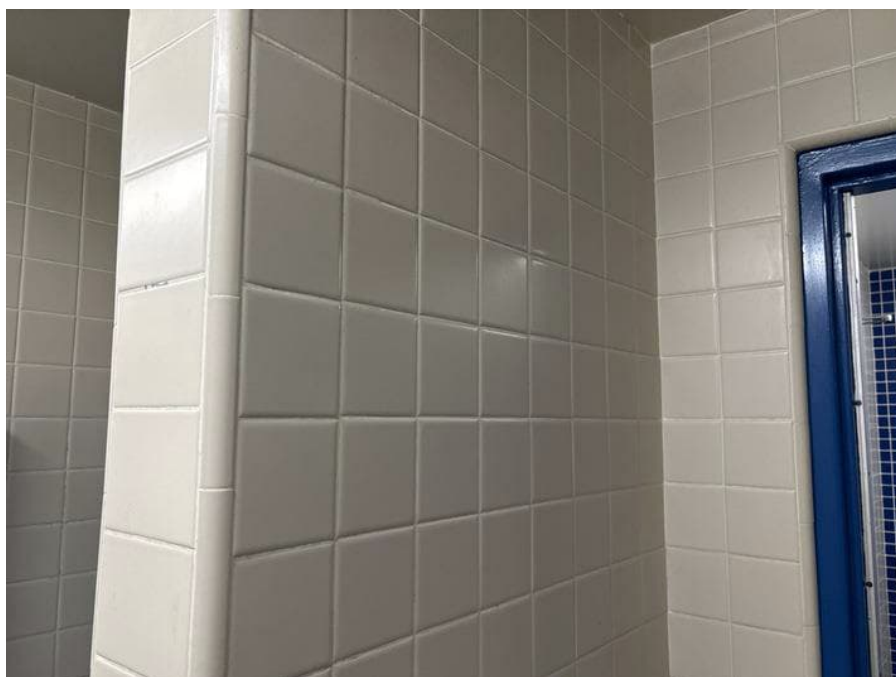
Photo Log

Project Number: 1000007783

Site Visit Date: June 10, 2026



Assumed ACM Material - Light Grey 2" x 2" Ceramic Floor Tile w/ Grout & Mortar

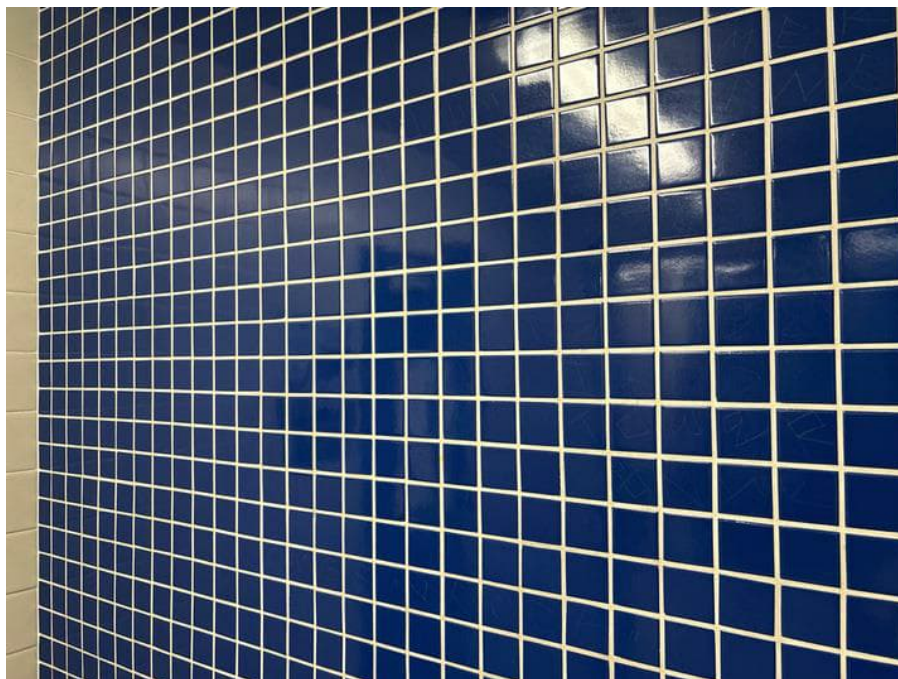


Assumed ACM Material - White 4" x 4" Ceramic Wall Tile w/ Grout & Mortar

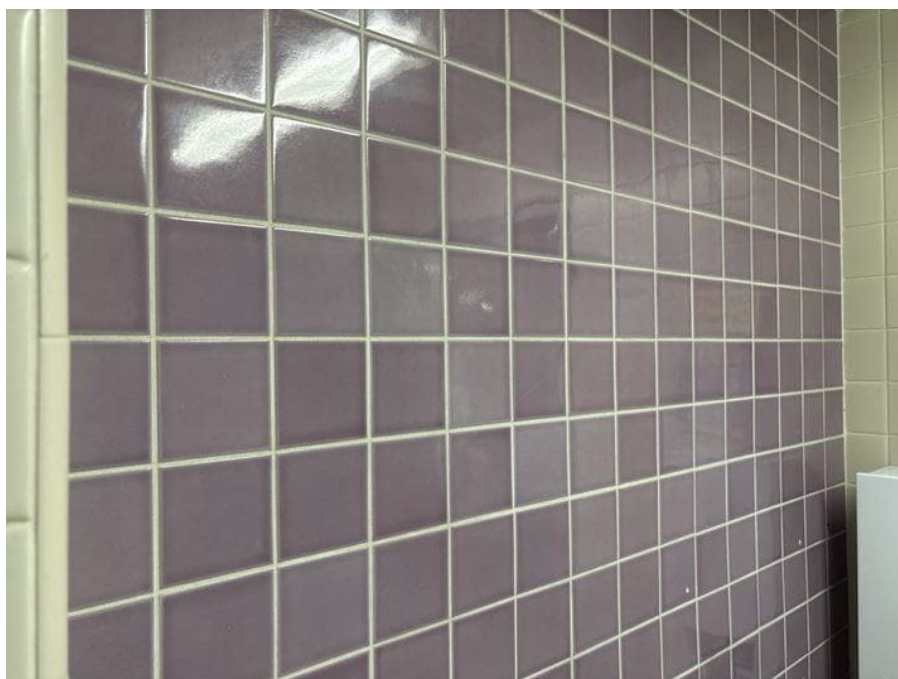
Photo Log

Project Number: 1000007783

Site Visit Date: June 10, 2026



Assumed ACM Material - Blue 2" x 2" Ceramic Wall Tile w/ Grout & Mortar

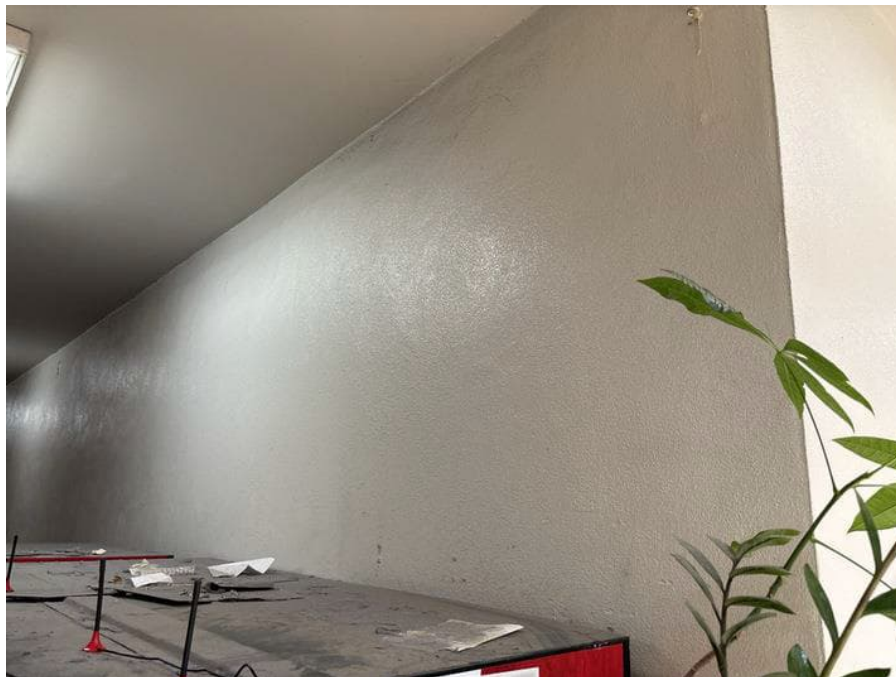


Assumed ACM Material - Pink 4" x 4" Ceramic Wall Tile w/ Grout & Mortar

Photo Log

Project Number: 1000007783

Site Visit Date: June 10, 2026



Assumed ACM Material - White Wall Plaster



Assumed ACM - Mirror Mastic

Photo Log

Project Number: 1000007783

Site Visit Date: June 10, 2026



Assumed ACM - Acoustic Ceiling Tiles



Assumed ACM - Upper Roofing Materials

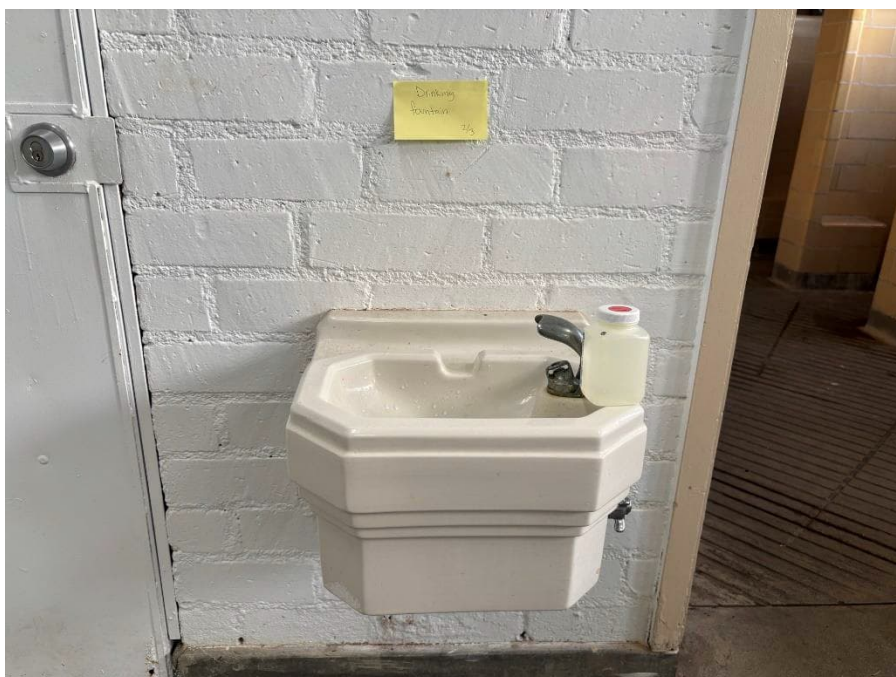
Photo Log

Project Number: 1000007783

Site Visit Date: June 10, 2026



Lead in Water Testing Location - Pool House Men's Changing Area Drinking Fountain (First Draw)



Lead in Water Testing Location - Pool House Women's Changing Area Drinking Fountain

Photo Log

Project Number: 1000007783

Site Visit Date: June 10, 2026



Lead in Water Testing Location - Pool House Exterior Drinking Fountain (First Draw)



Lead in Water Testing Location - Pool House Men's Bathroom Sink (First Draw)

Photo Log

Project Number: 1000007783

Site Visit Date: June 10, 2026



Lead in Water Testing Location - Pool House Women's Bathroom Right Sink



Lead in Water Testing Location - Pool House Women's Bathroom Left Sink

Photo Log

Project Number: 1000007783

Site Visit Date: June 10, 2026



Lead in Water Testing Location - Pool House Men's Changing Area Drinking Fountain (30-Second Draw)

APPENDIX G

Asbestos and Lead Survey Sample Summary

APPENDIX E

Cheviot Hills Park-Recreation Center and Pool Bathhouse Assessment (SP728H00)-LOS-26-Project 2551 Motor Avenue Los Angeles, CA

ASBESTOS SURVEY SAMPLE LOCATION SUMMARY

HA	Sample No.	Sample Location	Building	Sample Description	Result
1	1	SW Boys Changing Area	Pool Bathhouse	White Window Glazing	2% CH
1	2	NE Girls Changing Area	Pool Bathhouse	White Window Glazing	2% CH
1	3	NW Girls Restroom	Pool Bathhouse	White Window Glazing	ND
2	4	SW Water Heater Room	Pool Bathhouse	Water Pipe Insulation	Wrap – ND Insulation - 10% AM 15% CH
2	5	SW Water Heater Room	Pool Bathhouse	Water Pipe Insulation	Wrap – ND Insulation - 10% AM 15% CH
2	6	SW Water Heater Room	Pool Bathhouse	Water Pipe Insulation	Wrap – ND Insulation - 12% AM 10% CH
3	7	SE Roof	Pool Bathhouse	Silver Roof Mastic	ND
3	8	East Roof	Pool Bathhouse	Silver Roof Mastic	ND
3	9	NE Roof	Pool Bathhouse	Silver Roof Mastic	ND
4	10	South Roof	Pool Bathhouse	Membrane Roof Core	ND
4	11	Center Roof	Pool Bathhouse	Membrane Roof Core	ND

4	12	North Roof	Pool Bathhouse	Membrane Roof Core	ND
5	13	South Lower Roof	Recreation Center	Membrane Roof Core	ND
5	14	SE Lower Roof	Recreation Center	Membrane Roof Core	ND
5	15	North Lower Roof	Recreation Center	Membrane Roof Core	ND
6	16	SE Lower Roof HVAC Duct	Recreation Center	White HVAC Duct Mastic	ND
6	17	SE Lower Roof HVAC Duct	Recreation Center	White HVAC Duct Mastic	ND
6	18	SE Lower Roof HVAC Duct	Recreation Center	White HVAC Duct Mastic	ND
7	19	SE Lower Roof HVAC Duct	Recreation Center	Grey HVAC Duct Mastic	ND
7	20	North Lower Roof HVAC Duct	Recreation Center	Grey HVAC Duct Mastic	ND
7	21	Center Lower Roof HVAC Duct	Recreation Center	Grey HVAC Duct Mastic	ND
8	22	North Lower Roof	Recreation Center	Silver Roof Penetration Mastic	ND
8	23	West Lower Roof	Recreation Center	Silver Roof Penetration Mastic	ND
8	24	SE Lower Roof	Recreation Center	Silver Roof Penetration Mastic	ND
9	25	NW Lower Roof	Recreation Center	White Wall Seam Caulking	ND
9	26	West Lower Roof	Recreation Center	White Wall Seam Caulking	ND
9	27	Center Lower Roof	Recreation Center	White Wall Seam Caulking	ND

10	28	Management Office Entry	Recreation Center	White Speckled 12" x 12" Vinyl Floor Tile w/ Mastic	ND
10	29	South Management Office	Recreation Center	White Speckled 12" x 12" Vinyl Floor Tile w/ Mastic	ND
10	30	SW Management Office	Recreation Center	White Speckled 12" x 12" Vinyl Floor Tile w/ Mastic	ND
11	31	Management Office Entry	Recreation Center	Light Grey 4" Cove Base w/ Mastic	ND
11	32	South Management Office	Recreation Center	Light Grey 4" Cove Base w/ Mastic	ND
11	33	SW Management Office	Recreation Center	Light Grey 4" Cove Base w/ Mastic	ND
12	34	Roof Access/Storage Room	Recreation Center	Drywall & Joint Compound	ND
12	35	Kitchen	Recreation Center	Drywall & Joint Compound	ND
12	36	Small Gym Stage Storage Room	Recreation Center	Drywall & Joint Compound	ND
13	37	Roof Access/Storage Room	Recreation Center	Tan 4" Cove Base w/ Mastic	ND
13	38	Maintenance Room	Recreation Center	Tan 4" Cove Base w/ Mastic	ND
13	39	Maintenance Room	Recreation Center	Tan 4" Cove Base w/ Mastic	ND
14	40	Maintenance Room	Recreation Center	White & Tan Speckled 12" x 12" Vinyl Floor Tile w/ Mastic	ND
14	41	Maintenance Room	Recreation Center	White & Tan Speckled 12" x 12" Vinyl Floor Tile w/ Mastic	ND
14	42	Maintenance Room	Recreation Center	White & Tan Speckled 12" x 12" Vinyl Floor Tile w/ Mastic	ND
15	43	Roof Access/Storage Room	Recreation Center	Spray-Applied Fireproofing	ND

15	44	Roof Access/Storage Room	Recreation Center	Spray-Applied Fireproofing	ND
15	45	Maintenance Room	Recreation Center	Spray-Applied Fireproofing	ND
15	46	Maintenance Room	Recreation Center	Spray-Applied Fireproofing	ND
15	47	Maintenance Room	Recreation Center	Spray-Applied Fireproofing	ND

Legend:

ND - None Detected

CH - Chrysotile

AM - Amosite

CR - Crocidolite

Cheviot Hills
2693 Motor Ave
Los Angeles, CA 90064

XRF DATA LOCATION SUMMARY

Reading No	Component	Substrate	Side	Condition	Color	Area	Room	Results	Pb
1	CAL							POS	1.1
2	CAL							POS	1.1
3	CAL							POS	1.1
4	Brick Wall	Brick	A	Intact	White	Poolhouse Building	Men's Changing Area	POS	0.8
5	Brick Wall	Brick	B	Intact	White	Poolhouse Building	Men's Changing Area	NEG	0.6
6	Door	Wood	C	Intact	Blue	Poolhouse Building	Men's Changing Area	NEG	0.6
7	Door	Wood	C	Intact	White	Poolhouse Building	Men's Changing Area	NEG	0
8	Door Casing	Wood	C	Intact	White	Poolhouse Building	Men's Changing Area	NEG	0.6
9	Window	Metal	D	Intact	White	Poolhouse Building	Men's Changing Area	NEG	0.6
10	Partition	Wood	A	Intact	White	Poolhouse Building	Men's Changing Area	NEG	0.4
11	Cabinet	Wood	B	Intact	White	Poolhouse Building	Men's Changing Area	NEG	0
12	Ceiling Beam	Wood	B	Intact	White	Poolhouse Building	Men's Changing Area	NEG	0.4
13	Brick Wall	Brick	A	Intact	Beige	Poolhouse Building	Men's Changing Area	NEG	0
14	Ceramic Wall	Ceramic	C	Intact	Yellow	Poolhouse Building	Men's Changing Area	NEG	0.3
15	Window	Metal	C	Intact	Yellow	Poolhouse Building	Men's Changing Area	NEG	0
16	Door	Metal	A	Intact	Yellow	Poolhouse Building	Men's Changing Area	NEG	0
17	Door Trim	Wood	A	Intact	Blue	Poolhouse Building	Men's Changing Area	NEG	0
18	Brick Wall	Brick	D	Intact	Beige	Poolhouse Building	Men's Changing Area	POS	0.7

19	Brick Wall	Brick	D	Intact	Beige	Poolhouse Building	Men's Changing Area	NEG	0.1
20	Brick Wall	Brick	A	Intact	Beige	Poolhouse Building	Men's Changing Area	NEG	0.4
21	Window Trim	Wood	B	Intact	Beige	Poolhouse Building	Men's Changing Area	NEG	0.3
22	Door	Wood	B	Intact	Blue	Poolhouse Building	Men's Changing Area	NEG	0.4
23	Cabinet	Wood	A	Intact	Beige	Poolhouse Building	Men's Changing Area	NEG	0.2
24	Cabinet	Wood	M	Intact	Blue	Poolhouse Building	Men's Changing Area	NEG	0
25	Door	Wood	D	Intact	Beige	Poolhouse Building	Men's Changing Area	NEG	0.5
26	Brick Wall	Brick	B	Intact	Blue	Poolhouse Building	Women's Changing Area	NEG	0.4
27	Brick Wall	Brick	C	Intact	Blue	Poolhouse Building	Women's Changing Area	POS	1
28	Door	Metal	C	Intact	Blue	Poolhouse Building	Women's Changing Area	POS	0.8
29	Door Casing	Wood	C	Intact	Beige	Poolhouse Building	Women's Changing Area	NEG	0
30	Partition	Wood	C	Intact	Beige	Poolhouse Building	Women's Changing Area	NEG	0.5
31	Bench	Wood	C	Intact	Blue	Poolhouse Building	Women's Changing Area	NEG	0.1
32	Window	Metal	B	Intact	White	Poolhouse Building	Women's Changing Area	NEG	0.4
33	Door	Metal	A	Intact	White	Poolhouse Building	Women's Changing Area	NEG	0
34	Drinking Fountain	Ceramic	A	Intact	White	Poolhouse Building	Women's Changing Area	POS	4.9
35	Door	Wood	A	Intact	Beige	Poolhouse Building	Women's Changing Area	POS	0.7
36	Door Casing	Wood	A	Intact	Beige	Poolhouse Building	Women's Changing Area	NEG	0.6
37	Brick Wall	Brick	A	Intact	Beige	Poolhouse Building	Showers	POS	0.7
38	Brick Wall	Brick	D	Intact	Beige	Poolhouse Building	Showers	POS	1
39	Door	Metal	A	Intact	Beige	Poolhouse Building	Showers	NEG	0.6
40	Door Casing	Metal	A	Intact	Beige	Poolhouse Building	Showers	NEG	0.6

41	Door	Metal	B	Intact	Beige	Poolhouse Building	Showers	NEG	0
42	Pipe	Metal	B	Intact	Beige	Poolhouse Building	Showers	POS	1
43	Ceramic Wall	Ceramic	B	Intact	Yellow	Poolhouse Building	Showers	NEG	0
44	Window	Metal	B	Intact	Yellow	Poolhouse Building	Showers	POS	0.7
45	Brick Wall	Brick	A	Intact	Beige	Poolhouse Building	Bathroom	NEG	0.6
46	Tile Wall	Ceramic	A	Intact	Yellow	Poolhouse Building	Bathroom	NEG	0
47	Pipe	Metal	A	Intact	Beige	Poolhouse Building	Bathroom	NEG	0.2
48	Sink	Ceramic	A	Intact	White	Poolhouse Building	Bathroom	NEG	0
49	Beam	Wood	A	Intact	Beige	Poolhouse Building	Office	NEG	0.3
50	Wall	Plaster	A	Intact	Beige	Poolhouse Building	Office	NEG	0.5
51	Brick Wall	Brick	B	Intact	Beige	Poolhouse Building	Office	NEG	0.6
52	Pipe	Metal	B	Intact	Beige	Poolhouse Building	Office	NEG	0.5
53	Cabinet	Wood	B	Intact	Beige	Poolhouse Building	Exterior	POS	0.8
54	Door	Wood	B	Intact	Beige	Poolhouse Building	Exterior	NEG	0.6
55	Door Casing	Wood	B	Intact	Beige	Poolhouse Building	Exterior	NEG	0.6
56	Transite Pipe	Concrete	D	Intact	Beige	Poolhouse Building	Exterior	NEG	0.4
57	Window Trim	Wood	B	Intact	Beige	Poolhouse Building	Exterior	POS	1.1
58	Window Frame	Wood	D	Intact	White	Poolhouse Building	Exterior	NEG	0.5
59	Door	Metal	D	Intact	Blue	Poolhouse Building	Exterior	NEG	0
65	Door Casing	Wood	D	Intact	Beige	Poolhouse Building	Exterior	NEG	0
66	Metal Window	Metal	D	Intact	Beige	Poolhouse Building	Exterior	POS	1

67	Wood Trim	Wood	D	Intact	Beige	Poolhouse Building	Exterior	POS	1.5
68	Metal Flashing	Metal	D	Intact	Beige	Poolhouse Building	Exterior	NEG	0
69	Wood Eve	Wood	D	Intact	Beige	Poolhouse Building	Exterior	POS	1.1
70	Door Casing	Wood	C	Damaged	Beige	Poolhouse Building	Exterior	NEG	0.2
71	Door	Wood	B	Intact	Beige	Poolhouse Building	Exterior	POS	0.8
72	Screen Door	Wood	B	Intact	Beige	Poolhouse Building	Exterior	NEG	0
73	Wall	Plaster	D	Intact	Beige	Rec Center	Lobby	NEG	0
74	Wood Door	Wood	D	Intact	Blue	Rec Center	Lobby	NEG	0
75	Door Casing	Metal	D	Intact	Blue	Rec Center	Lobby	NEG	0
76	Tile Floor	Ceramic	D	Intact	Beige	Rec Center	Lobby	NEG	0
77	Door	Wood	A	Intact	Blue	Rec Center	Lobby	NEG	0
78	Wall	Plaster	D	Intact	White	Rec Center	Lobby	NEG	0
79	CMU	Concrete	B	Intact	White	Rec Center	Clubroom	NEG	0
80	CMU	Concrete	C	Intact	White	Rec Center	Clubroom	NEG	0
81	Drywall Ceiling	Drywall	M	Intact	Beige	Rec Center	Clubroom	NEG	0
82	Metal Door	Metal	B	Intact	Blue	Rec Center	Clubroom	NEG	0
83	Metal Door Casing	Metal	B	Intact	Blue	Rec Center	Clubroom	NEG	0
84	Wood Floor Finish	Wood	M	Intact	Clear	Rec Center	Clubroom	NEG	0
85	Wall	Plaster	A	Intact	Beige	Rec Center	Small Gym	NEG	0
86	Brick Wall	Brick	B	Intact	Beige	Rec Center	Small Gym	POS	1.4
87	Brick Wall	Brick	B	Intact	Orange	Rec Center	Small Gym	POS	1.4

88	Gym Floor	Wood	B	Intact	Beige	Rec Center	Small Gym	NEG	0
89	Gym Floor	Wood	B	Intact	Blue	Rec Center	Small Gym	NEG	0
90	Stage Floor	Wood	A	Intact	Brown	Rec Center	Small Gym	NEG	0.4
91	Partition	Wood	A	Peeling	Beige	Rec Center	Small Gym	POS	1.7
92	Door	Metal	B	Intact	Blue	Rec Center	Small Gym	NEG	0
93	Wood Trim	Wood	C	Intact	Beige	Rec Center	Small Gym	POS	1.5
94	Plaster Wall	Plaster	A	Intact	Black	Rec Center	Small Gym	NEG	0
95	Wall	Plaster	D	Intact	White	Rec Center	Kitchen	NEG	0
96	Floor Tile	Ceramic	M	Intact	Beige	Rec Center	Kitchen	NEG	0
97	CMU Wall	Concrete	A	Intact	Beige	Rec Center	Big Gym	NEG	0
98	CMU Wall	Concrete	B	Intact	Beige	Rec Center	Big Gym	NEG	0
99	CMU Wall	Concrete	D	Intact	Brown	Rec Center	Big Gym	NEG	0
100	Stage Floor	Wood	D	Intact	Tan	Rec Center	Big Gym	NEG	0
101	Door	Wood	D	Intact	Blue	Rec Center	Big Gym	NEG	0
102	Metal Door Casing	Metal	D	Intact	Blue	Rec Center	Big Gym	NEG	0
103	Half Wall	Plaster	D	Intact	Beige	Rec Center	Big Gym	NEG	0
104	Hand Rail	Metal	D	Intact	Blue	Rec Center	Big Gym	NEG	0
105	CMU	Concrete	D	Intact	Beige	Rec Center	Maintenance Room	NEG	0.2
106	Ceramic Tile	Ceramic	C	Intact	Purple	Rec Center	Women's Restroom	NEG	0
107	Ceramic Tile	Ceramic	B	Intact	White	Rec Center	Women's Restroom	NEG	0
108	Partition	Metal	C	Intact	Blue	Rec Center	Women's Restroom	NEG	0

109	Door	Wood	C	Intact	Blue	Rec Center	Men's Restroom	NEG	0
110	Door Casing	Metal	C	Intact	Blue	Rec Center	Men's Restroom	NEG	0
111	Ceramic Tile	Ceramic	B	Intact	Dark Blue	Rec Center	Men's Restroom	NEG	0
112	CMU Wall	CMU	A	Intact	White	Rec Center	Men's Restroom	NEG	0
113	Wall	Plaster	D	Intact	White	Rec Center	Rec Center Office	NEG	0
114	Door	Wood	D	Intact	Blue	Rec Center	Rec Center Office	NEG	0
115	Door Casing	Metal	A	Intact	Blue	Rec Center	Rec Center Office	NEG	0
116	Door	Metal	C	Intact	Blue	Rec Center	Rec Center Office	NEG	0
117	Door Casing	Metal	C	Intact	Blue	Rec Center	Rec Center Office	NEG	0
118	Door	Metal	D	Intact	Blue	Rec Center	Exterior	NEG	0
119	Door	Metal	A	Intact	Blue	Rec Center	Exterior	NEG	0
120	Gate	Metal	A	Intact	Brown	Rec Center	Exterior	NEG	0
121	Fence	Metal	B	Intact	Blue	Rec Center	Exterior	NEG	0
122	Door	Metal	B	Intact	Blue	Rec Center	Exterior	NEG	0
123	Bench	Metal	C	Intact	Blue	Rec Center	Exterior	NEG	0.1
124	CAL						Exterior	POS	1.2
125	CAL						Exterior	POS	1.1
126	CAL						Exterior	POS	1.1

APPENDIX E

Cheviot Hills Park-Recreation Center and Pool Bathhouse Assessment (SP728H00)-LOS-26-Project 2551 Motor Avenue Los Angeles, CA

LEAD SURVEY SAMPLE SUMMARY

Building	Sample No.	Sample Type	Sample Description	Substrate	Sample Location	Material Location	Condition	Result (ppm)
Pool Bathhouse	1	Paint	Dark Blue	Metal	West Exterior Entry Door	Exterior Doors	Intact	<64
Pool Bathhouse	2	Paint	Light Blue	Wood	Boys Shower Area Door	Shower Area Doors	Intact	<64
Pool Bathhouse	3	Paint	Cream	Wood	West Interior Entry Door	Interior Doors & Partition Walls	Intact	<64
Pool Bathhouse	4	Paint	Cream	Metal	Girls Changing Area Entry Door Frame	Girls Changing Area, Management Office & Toilet Stall Doors	Intact	<64
Pool Bathhouse	5	Paint	Cream	Brick	Girls Shower Area	Throughout Interior Walls	Intact	1,400
Pool Bathhouse	6	Paint	Carolina Blue	Brick	SW Girls Changing Area	Interior Girls Changing Area Walls	Intact	690
Pool Bathhouse	7	Paint	Light Green	Brick	SW Water Heater Room	SW Water Heater Room	Intact	6,300
Pool Bathhouse	8	Paint	Red	Brick	North Pool Equipment Storage Room Wall	North Pool Equipment Storage Room Walls	Intact	2,600
Recreation Center	9	Paint	White	Drywall	Kitchen	Kitchen, Large Gym Storage Room & Management Offices	Intact	<64
Recreation Center	10	Paint	Cream	Drywall	Small Gym Stage Storage Office	Small Gym Stage Storage Office	Intact	<64

Recreation Center	11	Paint	Cream	Brick	Large Gym Wall Near Stage	Throughout Gymnasiums & Maintenance Room	Intact	<64
Recreation Center	12	Paint	Blue	Wood	Clubroom 3 Door	Interior Doors	Intact	<64
Recreation Center	13	Paint	Blue	Metal	Management Office Entry Door Frame	Interior Door Frames	Intact	<64
Recreation Center	14	Paint	Orange	Brick	SE Small Gym Wall	Small Gym Walls	Intact	2,000

Legend:

ppm – Parts Per Million

< - below limit of detection

APPENDIX H

Water Sampler Self-Certification Forms

EXTERNAL WATER SAMPLER SELF-CERTIFICATION FORM

(Including lab requirements for testing water for lead at licensed Child Care Centers)

Name: Josh Clark	Phone Number: 310-627-3430
Company Name: Terracon	Email Address: josh.clark@terracon.com
Address: (City, State, Zip code) 145 W Walnut Street Carson, CA 90248	Type of Certification, Date and Number: CDPH Lead Sampling Technician, LRC-00015588 Exp. 5/15/2027

Part One is to ensure that the above-named individual meets the qualifications of a Certified External Water Sampler as established by the California Department of Social Services (CDSS) in partnership with the California State Water Resources Control Board, Division of Drinking Water (SWRCB-DDW).

Part 1A - Certification of Certified Water Sampler**1. Check at least one of the following requirements that applies:**

- ☐ Have received water sampling training for the collection of lead in drinking water through a California water district within the last 36 months.
- ☐ Have a Baccalaureate or higher degree in engineering or science from an accredited institution of higher education.
- ☒ Have the equivalent of one year of experience in water sampling.

Or be currently employed in at least one of the following capacities:

- ☐ A California Department of Public Health (CDPH) [Certified Lead Inspector/Assessor](#).
- ☒ A CDPH [Lead Sampling Technician](#).
- ☐ A Certified [Treatment or Water Distribution Operator](#) – lists are updated monthly on the [California State Water Resources Control Board website](#).
- ☐ An employee of an engineering firm under the oversight of a California licensed Professional Engineer in Civil Engineering with at least one year of experience conducting water sampling.

Part 1B - Certification of Certified Water Sampler	Yes	No
1. I have reviewed and fully understand the Environmental Protection Agency (EPA) 3Ts method outlined in the CDSS written directives.	☒	☐
2. I viewed and understand the video created by the Office of Water Programs (OWP) at Sacramento State University outlining the procedures for a sampler testing Child Care Centers for lead in drinking water. (Required)	☒	☐
3. I will ensure that all samples are delivered to the testing laboratory as required for preservation.	☒	☐
4. I will conduct sampling using the 3Ts Module 5 as guidance.	☒	☐

Part 2 - ELAP Lab Requirements Verification	Yes	No
1. I will relinquish all water samples and documentation to a laboratory that is accredited by the State of California Environmental Laboratory Accredited Program (ELAP) , to perform Environmental Protection Agency Method 200.8 for lead in drinking water as required per chain-of-custody.	☒	☐
2. I will direct the ELAP lab to use a method reporting limit of 1 part per billion (ppb) for lead.	☒	☐
3. I will use 250-mL bottles to collect all water samples.	☒	☐
4. I will direct the lab to provide initial test results to three parties: • Me, the Sampler (via email or paper) • The licensed Child Care Center (via email or paper), if requested • The SWRCB-DDW (electronically)	☒	☐
5. I have reviewed and will follow the CDSS Written Directives for water sampling and lead testing in California's Child Care Centers.	☒	☐
6. I will review the lab results for any errors, verify for accuracy, and inform the Child Care Center of any Action Level Exceedances.	☒	☐

If you are an eligible water sampler (as specified in the written directives) and you would like to share your contact information with child care centers in need of water sampling for required lead testing, please email cccwatertesting@dss.ca.gov, and provide: name of organization, contact name, title, phone, email, and counties that can be serviced.

I, the above-named individual, declare under penalty of perjury under the laws of the State of California, that I have read and understand the information above and that my responses are true and correct.



6/09/26

Signature of water sampler, Title

Date

LEAD HAZARD EVALUATION REPORT**Section 1 — Date of Lead Hazard Evaluation** June 10 & 26, 2026**Section 2 — Type of Lead Hazard Evaluation (Check one box only)**

☒ Lead Inspection ☐ Risk assessment ☐ Clearance Inspection ☐ Other (specify) _____

Section 3 — Structure Where Lead Hazard Evaluation Was Conducted

Address [number, street, apartment (if applicable)]		City	County	Zip Code
2551 Motor Avenue		Los Angeles	Los Angeles County	90064
Construction date (year) of structure	Type of structure		Children living in structure?	
Unknown	☐ Multi-unit building ☒ School or daycare		☐ Yes ☒ No	
	☐ Single family dwelling ☐ Other _____		☐ Don't Know	

Section 4 — Owner of Structure (if business/agency, list contact person)

Name		Telephone number	
City of Los Angeles, Department of Recreation and Parks - Lisa Nosal			
Address [number, street, apartment (if applicable)]	City	State	Zip Code
221 North Figueroa Street, Suite 400	Los Angeles	California	90064

Section 5 — Results of Lead Hazard Evaluation (check all that apply)

☐ No lead-based paint detected ☒ Intact lead-based paint detected ☐ Deteriorated lead-based paint detected
☐ No lead hazards detected ☐ Lead-contaminated dust found ☐ Lead-contaminated soil found ☐ Other _____

Section 6 — Individual Conducting Lead Hazard Evaluation

Name		Telephone number	
Josh Clark		949-864-2060	
Address [number, street, apartment (if applicable)]	City	State	Zip Code
45 W. Walnut Street1	Carson	California	90248
CDPH certification number	Signature		Date
LRC-00015588			06/10/2026

Name and CDPH certification number of any other individuals conducting sampling or testing (if applicable)

Chris Blake LRC-00011662

Section 7 — Attachments

- A. A foundation diagram or sketch of the structure indicating the specific locations of each lead hazard or presence of lead-based paint;
- B. Each testing method, device, and sampling procedure used;
- C. All data collected, including quality control data, laboratory results, including laboratory name, address, and phone number.

First copy and attachments retained by inspector

Second copy and attachments retained by owner

Third copy only (no attachments) mailed or faxed to:

California Department of Public Health
Childhood Lead Poisoning Prevention Branch Reports
850 Marina Bay Parkway, Building P, Third Floor
Richmond, CA 94804-6403
Fax: (510) 620-5656

APPENDIX I

Asbestos, Lead, and Lead in Water Laboratory Analytical Reports



LA Testing

5431 Industrial Drive Huntington Beach, CA 92649

Tel/Fax: (714) 828-4999 / (714) 828-4944

<http://www.LATesting.com> / hblab@latesting.com

LA Testing Order: 332608676

Customer ID: TRHQ42Q

Customer PO: 1000007783

Project ID:

Attention: Danish Mansoor

Terracon Consultants, Inc.

23041 Avenida de la Carlota

Suite 350

Laguna Hills, CA 92653

Project: Cheviot Hills Park-Recreation Center and Pool Bathhouse Assessment (SP728H00)-LOS-26-Project / 1000007783

Phone: (949) 864-2060

Fax:

Received Date: 06/10/2026 2:30 PM

Analysis Date: 06/11/2026 - 06/17/2026

Collected Date: 06/10/2026

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
1 332608676-0001	POOL BATHHOUSE - SW BOYS CHANGING AREA - WHITE WINDOW GLAZING	Gray/White Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
			HA: 1		
2 332608676-0002	POOL BATHHOUSE - NE GIRLS CHANGING AREA - WHITE WINDOW GLAZING	Gray/White Non-Fibrous Homogeneous		98% Non-fibrous (Other)	2% Chrysotile
			HA: 1		
3 332608676-0003	POOL BATHHOUSE - NW GIRLS RESTROOM - WHITE WINDOW GLAZING	Gray/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 1		
4-Wrap 332608676-0004	POOL BATHHOUSE - SW WATER HEATER ROOM - WATER PIPE INSULATION	Green/Beige Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (Other)	None Detected
			HA: 2		
4-Insulation 332608676-0004A	POOL BATHHOUSE - SW WATER HEATER ROOM - WATER PIPE INSULATION	White Fibrous Homogeneous		75% Non-fibrous (Other)	10% Amosite 15% Chrysotile
			HA: 2		
5-Wrap 332608676-0005	POOL BATHHOUSE - SW WATER HEATER ROOM - WATER PIPE INSULATION	Green/Beige Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (Other)	None Detected
			HA: 2		
5-Insulation 332608676-0005A	POOL BATHHOUSE - SW WATER HEATER ROOM - WATER PIPE INSULATION	White Fibrous Homogeneous		75% Non-fibrous (Other)	10% Amosite 15% Chrysotile
			HA: 2		
6-Wrap 332608676-0006	POOL BATHHOUSE - SW WATER HEATER ROOM - WATER PIPE INSULATION	Green Fibrous Homogeneous	75% Cellulose	25% Non-fibrous (Other)	None Detected
			HA: 2		

Initial report from: 06/17/2026 14:13:21



LA Testing

5431 Industrial Drive Huntington Beach, CA 92649

Tel/Fax: (714) 828-4999 / (714) 828-4944

<http://www.LATesting.com> / hblab@latesting.com

LA Testing Order: 332608676

Customer ID: TRHQ42Q

Customer PO: 1000007783

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
6-Insulation 332608676-0006A	POOL BATHHOUSE - SW WATER HEATER ROOM - WATER PIPE INSULATION	White Fibrous Homogeneous		78% Non-fibrous (Other)	12% Amosite 10% Chrysotile
			HA: 2		
7 332608676-0007	POOL BATHHOUSE - SE ROOF - SILVER ROOF MASTIC	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 3		
8 332608676-0008	POOL BATHHOUSE - EAST ROOF - SILVER ROOF MASTIC	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 3		
9 332608676-0009	POOL BATHHOUSE - NE ROOF - SILVER ROOF MASTIC	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 3		
10-Membrane 332608676-0010	POOL BATHHOUSE - SOUTH ROOF - MEMBRANE ROOF CORE	Green/Beige Fibrous Heterogeneous	10% Synthetic	90% Non-fibrous (Other)	None Detected
			HA: 4		
10-Foam 332608676-0010A	POOL BATHHOUSE - SOUTH ROOF - MEMBRANE ROOF CORE	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 4		
10-Drywall 332608676-0010B	POOL BATHHOUSE - SOUTH ROOF - MEMBRANE ROOF CORE	Brown/Pink Fibrous Heterogeneous	10% Cellulose 8% Glass	62% Gypsum 20% Non-fibrous (Other)	None Detected
			HA: 4		
11-Membrane 332608676-0011	POOL BATHHOUSE - CENTER ROOF - MEMBRANE ROOF CORE	Green/Beige Fibrous Heterogeneous	10% Synthetic	90% Non-fibrous (Other)	None Detected
			HA: 4		
11-Foam 332608676-0011A	POOL BATHHOUSE - CENTER ROOF - MEMBRANE ROOF CORE	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 4		
11-Drywall 332608676-0011B	POOL BATHHOUSE - CENTER ROOF - MEMBRANE ROOF CORE	Brown/Pink Fibrous Heterogeneous	10% Cellulose 8% Glass	62% Gypsum 20% Non-fibrous (Other)	None Detected
			HA: 4		
12-Membrane 332608676-0012	POOL BATHHOUSE - NORTH ROOF - MEMBRANE ROOF CORE	White/Green/Beige Fibrous Heterogeneous	20% Synthetic	80% Non-fibrous (Other)	None Detected
			HA: 4		
12-Foam 332608676-0012A	POOL BATHHOUSE - NORTH ROOF - MEMBRANE ROOF CORE	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 4		

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LA Testing Order: 332608676

Customer ID: TRHQ42Q

Customer PO: 1000007783

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
12-Drywall 332608676-0012B	POOL BATHHOUSE - NORTH ROOF - MEMBRANE ROOF CORE	Brown/Pink Fibrous Heterogeneous	8% Cellulose 10% Glass	75% Gypsum 7% Non-fibrous (Other)	None Detected
HA: 4					
13-Membrane 332608676-0013	RECREATION CENTER - SOUTH LOWER ROOF - MEMBRANE ROOF CORE	White/Black Fibrous Heterogeneous	10% Synthetic	90% Non-fibrous (Other)	None Detected
HA: 5					
13-Foam 332608676-0013A	RECREATION CENTER - SOUTH LOWER ROOF - MEMBRANE ROOF CORE	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 5					
13-Backing 332608676-0013B	RECREATION CENTER - SOUTH LOWER ROOF - MEMBRANE ROOF CORE	Brown Fibrous Homogeneous	20% Cellulose 5% Glass	75% Non-fibrous (Other)	None Detected
HA: 5					
14-Membrane 332608676-0014	RECREATION CENTER - SE LOWER ROOF - MEMBRANE ROOF CORE	White/Black Fibrous Heterogeneous	10% Synthetic	90% Non-fibrous (Other)	None Detected
HA: 5					
14-Foam 332608676-0014A	RECREATION CENTER - SE LOWER ROOF - MEMBRANE ROOF CORE	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 5					
14-Backing 332608676-0014B	RECREATION CENTER - SE LOWER ROOF - MEMBRANE ROOF CORE	Brown Fibrous Homogeneous	20% Cellulose 5% Glass	75% Non-fibrous (Other)	None Detected
HA: 5					
15-Membrane 332608676-0015	RECREATION CENTER - NORTH LOWER ROOF - MEMBRANE ROOF CORE	White/Black Fibrous Heterogeneous	20% Synthetic	80% Non-fibrous (Other)	None Detected
HA: 5					
15-Foam 332608676-0015A	RECREATION CENTER - NORTH LOWER ROOF - MEMBRANE ROOF CORE	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 5					
15-Backing 332608676-0015B	RECREATION CENTER - NORTH LOWER ROOF - MEMBRANE ROOF CORE	Brown/Gray Fibrous Homogeneous	60% Cellulose 8% Glass	32% Non-fibrous (Other)	None Detected
HA: 5					

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
16-Mastic 1 332608676-0016	RECREATION CENTER - SE LOWER ROOF HVAC DUCT - WHITE HVAC DUCT MASTIC	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 6		
16-Mastic 2 332608676-0016A	RECREATION CENTER - SE LOWER ROOF HVAC DUCT - WHITE HVAC DUCT MASTIC	Gray Non-Fibrous Homogeneous	3% Synthetic	97% Non-fibrous (Other)	None Detected
			HA: 6		
17 332608676-0017	RECREATION CENTER - SE LOWER ROOF HVAC DUCT - WHITE HVAC DUCT MASTIC	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 6		
18 332608676-0018	RECREATION CENTER - SE LOWER ROOF HVAC DUCT - WHITE HVAC DUCT MASTIC	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 6		
19-Coating 332608676-0019	RECREATION CENTER - SE LOWER ROOF HVAC DUCT - GREY HVAC DUCT MASTIC	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 7		
19-Mastic 332608676-0019A	RECREATION CENTER - SE LOWER ROOF HVAC DUCT - GREY HVAC DUCT MASTIC	Gray Non-Fibrous Homogeneous	3% Synthetic	97% Non-fibrous (Other)	None Detected
			HA: 7		
20 332608676-0020	RECREATION CENTER - NORTH LOWER ROOF HVAC DUCT - GREY HVAC DUCT MASTIC	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 7		
21 332608676-0021	RECREATION CENTER - CENTER LOWER ROOF HVAC DUCT - GREY HVAC DUCT MASTIC	Gray Non-Fibrous Homogeneous	3% Synthetic	97% Non-fibrous (Other)	None Detected
			HA: 7		
22 332608676-0022	RECREATION CENTER - NORTH LOWER ROOF - SILVER ROOF PENETRATION MASTIC	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 8		

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
23-Mastic 1 332608676-0023	RECREATION CENTER - WEST LOWER ROOF - SILVER ROOF PENETRATION MASTIC	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 8		
23-Mastic 2 332608676-0023A	RECREATION CENTER - WEST LOWER ROOF - SILVER ROOF PENETRATION MASTIC	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 8		
24 332608676-0024	RECREATION CENTER - SE LOWER ROOF - SILVER ROOF PENETRATION MASTIC	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 8		
25 332608676-0025	RECREATION CENTER - NW LOWER ROOF - WHITE WALL SEAM CAULKING	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 9		
26 332608676-0026	RECREATION CENTER - WEST LOWER ROOF - WHITE WALL SEAM CAULKING	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 9		
27 332608676-0027	RECREATION CENTER - CENTER LOWER ROOF - WHITE WALL SEAM CAULKING	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 9		
28-Vinyl Floor Tile 332608676-0028	RECREATION CENTER - MANAGEMENT OFFICE ENTRY - WHITE SPECKLED 12" X 12" VINYL FLOOR TILE W/ MASTIC	Gray/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 10		
28-Mastic 332608676-0028A	RECREATION CENTER - MANAGEMENT OFFICE ENTRY - WHITE SPECKLED 12" X 12" VINYL FLOOR TILE W/ MASTIC	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 10		

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Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
28-Leveler 332608676-0028B	RECREATION CENTER - MANAGEMENT OFFICE ENTRY - WHITE SPECKLED 12" X 12" VINYL FLOOR TILE W/ MASTIC	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 10		
29-Vinyl Floor Tile 332608676-0029	RECREATION CENTER - SOUTH MANAGEMENT OFFICE - WHITE SPECKLED 12" X 12" VINYL FLOOR TILE W/ MASTIC	Gray/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 10		
29-Mastic 332608676-0029A	RECREATION CENTER - SOUTH MANAGEMENT OFFICE - WHITE SPECKLED 12" X 12" VINYL FLOOR TILE W/ MASTIC	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 10		
30-Vinyl Floor Tile 332608676-0030	RECREATION CENTER - SW MANAGEMENT OFFICE - WHITE SPECKLED 12" X 12" VINYL FLOOR TILE W/ MASTIC	Gray/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 10		
30-Mastic 332608676-0030A	RECREATION CENTER - SW MANAGEMENT OFFICE - WHITE SPECKLED 12" X 12" VINYL FLOOR TILE W/ MASTIC	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 10		
31-Cove Base 332608676-0031	RECREATION CENTER - MANAGEMENT OFFICE ENTRY - LIGHT GREY 4" COVE BASE W/ MASTIC	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 11		
31-Mastic 332608676-0031A	RECREATION CENTER - MANAGEMENT OFFICE ENTRY - LIGHT GREY 4" COVE BASE W/ MASTIC	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 11		

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
32-Cove Base 332608676-0032	RECREATION CENTER - SOUTH MANAGEMENT OFFICE - LIGHT GREY 4" COVE BASE W/ MASTIC	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 11					
32-Mastic 332608676-0032A	RECREATION CENTER - SOUTH MANAGEMENT OFFICE - LIGHT GREY 4" COVE BASE W/ MASTIC	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 11					
32-Drywall Paper 332608676-0032B	RECREATION CENTER - SOUTH MANAGEMENT OFFICE - LIGHT GREY 4" COVE BASE W/ MASTIC	Brown Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (Other)	None Detected
HA: 11					
33-Cove Base 332608676-0033	RECREATION CENTER - SW MANAGEMENT OFFICE - LIGHT GREY 4" COVE BASE W/ MASTIC	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 11					
33-Mastic 332608676-0033A	RECREATION CENTER - SW MANAGEMENT OFFICE - LIGHT GREY 4" COVE BASE W/ MASTIC	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 11					
34-Joint Compound 332608676-0034	RECREATION CENTER - ROOF ACCESS/STORAGE ROOM - DRYWALL & JOINT COMPOUND				Insufficient Material
HA: 12					
34-Drywall 332608676-0034A	RECREATION CENTER - ROOF ACCESS/STORAGE ROOM - DRYWALL & JOINT COMPOUND	Brown/White Fibrous Heterogeneous	10% Cellulose <1% Glass	70% Gypsum 20% Non-fibrous (Other)	None Detected
HA: 12					
35-Joint Compound 1 332608676-0035	RECREATION CENTER - KITCHEN - DRYWALL & JOINT COMPOUND	White Non-Fibrous Homogeneous		18% Ca Carbonate 82% Non-fibrous (Other)	None Detected
HA: 12					
35-Tape 332608676-0035A	RECREATION CENTER - KITCHEN - DRYWALL & JOINT COMPOUND	Beige Fibrous Homogeneous	90% Cellulose	10% Non-fibrous (Other)	None Detected
HA: 12					
35-Joint Compound 2 332608676-0035B	RECREATION CENTER - KITCHEN - DRYWALL & JOINT COMPOUND	White Non-Fibrous Homogeneous		20% Ca Carbonate 80% Non-fibrous (Other)	None Detected

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Customer ID: TRHQ42Q

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Project ID:

Test Report: Asbestos Analysis of Bulk Materials via AHERA Method 40CFR 763 Subpart E Appendix E supplemented with EPA 600/R-93/116 using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
35-Drywall 332608676-0035C	RECREATION CENTER - KITCHEN - DRYWALL & JOINT COMPOUND	Brown/White Fibrous Heterogeneous	HA: 12		
			10% Cellulose <1% Glass	70% Gypsum 20% Non-fibrous (Other)	None Detected
36-Joint Compound 332608676-0036	RECREATION CENTER - SMALL GYM STAGE STORAGE ROOM - DRYWALL & JOINT COMPOUND	White Non-Fibrous Homogeneous	HA: 12		
				5% Quartz 95% Non-fibrous (Other)	None Detected
36-Drywall 332608676-0036A	RECREATION CENTER - SMALL GYM STAGE STORAGE ROOM - DRYWALL & JOINT COMPOUND		HA: 12		Layer Not Present
36-Plaster 332608676-0036B	RECREATION CENTER - SMALL GYM STAGE STORAGE ROOM - DRYWALL & JOINT COMPOUND	Beige Non-Fibrous Homogeneous	HA: 12		
				20% Quartz 80% Non-fibrous (Other)	None Detected
37-Cove Base 332608676-0037	RECREATION CENTER - ROOF ACCESS/STORAGE ROOM - TAN 4" COVE BASE W/ MASTIC	Tan Non-Fibrous Homogeneous	HA: 13		
				100% Non-fibrous (Other)	None Detected
37-Mastic 1 332608676-0037A	RECREATION CENTER - ROOF ACCESS/STORAGE ROOM - TAN 4" COVE BASE W/ MASTIC	Beige Non-Fibrous Homogeneous	HA: 13		
				100% Non-fibrous (Other)	None Detected
37-Mastic 2 332608676-0037B	RECREATION CENTER - ROOF ACCESS/STORAGE ROOM - TAN 4" COVE BASE W/ MASTIC	Yellow Non-Fibrous Homogeneous	HA: 13		
				100% Non-fibrous (Other)	None Detected
37-Mastic 3 332608676-0037C	RECREATION CENTER - ROOF ACCESS/STORAGE ROOM - TAN 4" COVE BASE W/ MASTIC	Brown Non-Fibrous Homogeneous	HA: 13		
			3% Fibrous (Other)	97% Non-fibrous (Other)	None Detected
38-Cove Base 332608676-0038	RECREATION CENTER - MAINTENANCE ROOM - TAN 4" COVE BASE W/ MASTIC	Tan Non-Fibrous Homogeneous	HA: 13		
				100% Non-fibrous (Other)	None Detected

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			Non-Asbestos	Asbestos	
Sample	Description	Appearance	% Fibrous	% Non-Fibrous	% Type
HA: 13					
38-Mastic 1 332608676-0038A	RECREATION CENTER - MAINTENANCE ROOM - TAN 4" COVE BASE W/ MASTIC	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 13					
38-Mastic 2 332608676-0038B	RECREATION CENTER - MAINTENANCE ROOM - TAN 4" COVE BASE W/ MASTIC	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 13					
38-Mastic 3 332608676-0038C	RECREATION CENTER - MAINTENANCE ROOM - TAN 4" COVE BASE W/ MASTIC	Brown Non-Fibrous Homogeneous	3% Fibrous (Other)	97% Non-fibrous (Other)	None Detected
HA: 13					
39-Cove Base 332608676-0039	RECREATION CENTER - MAINTENANCE ROOM - TAN 4" COVE BASE W/ MASTIC	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 13					
39-Mastic 332608676-0039A	RECREATION CENTER - MAINTENANCE ROOM - TAN 4" COVE BASE W/ MASTIC	Beige Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 13					
40-Vinyl Floor Tile 332608676-0040	RECREATION CENTER - MAINTENANCE ROOM - WHITE & TAN SPECKLED 12" X 12" VINYL FLOOR TILE W/ MASTIC	Tan/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 14					
40-Mastic 332608676-0040A	RECREATION CENTER - MAINTENANCE ROOM - WHITE & TAN SPECKLED 12" X 12" VINYL FLOOR TILE W/ MASTIC	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 14					
41-Vinyl Floor Tile 332608676-0041	RECREATION CENTER - MAINTENANCE ROOM - WHITE & TAN SPECKLED 12" X 12" VINYL FLOOR TILE W/ MASTIC	Tan/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
HA: 14					

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Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
41-Mastic 332608676-0041A	RECREATION CENTER - MAINTENANCE ROOM - WHITE & TAN SPECKLED 12" X 12" VINYL FLOOR TILE W/ MASTIC	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 14		
42-Vinyl Floor Tile 332608676-0042	RECREATION CENTER - MAINTENANCE ROOM - WHITE & TAN SPECKLED 12" X 12" VINYL FLOOR TILE W/ MASTIC	Tan/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 14		
42-Mastic 332608676-0042A	RECREATION CENTER - MAINTENANCE ROOM - WHITE & TAN SPECKLED 12" X 12" VINYL FLOOR TILE W/ MASTIC	Black Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
			HA: 14		
43 332608676-0043	RECREATION CENTER - ROOF ACCESS/STORAGE ROOM - SPRAY-APPLIED FIREPROOFING	Tan Fibrous Homogeneous	10% Cellulose	8% Mica 82% Non-fibrous (Other)	None Detected
			HA: 15		
44 332608676-0044	RECREATION CENTER - ROOF ACCESS/STORAGE ROOM - SPRAY-APPLIED FIREPROOFING	Tan Fibrous Homogeneous	10% Cellulose	5% Mica 85% Non-fibrous (Other)	None Detected
			HA: 15		
45 332608676-0045	RECREATION CENTER - MAINTENANCE ROOM - SPRAY-APPLIED FIREPROOFING	Tan Fibrous Homogeneous	20% Cellulose	10% Mica 70% Non-fibrous (Other)	None Detected
			HA: 15		
46 332608676-0046	RECREATION CENTER - MAINTENANCE ROOM - SPRAY-APPLIED FIREPROOFING	Tan Fibrous Homogeneous	20% Cellulose	10% Mica 70% Non-fibrous (Other)	None Detected
			HA: 15		
47 332608676-0047	RECREATION CENTER - MAINTENANCE ROOM - SPRAY-APPLIED FIREPROOFING	Tan Fibrous Homogeneous	20% Cellulose	10% Mica 70% Non-fibrous (Other)	None Detected
			HA: 15		

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Analyst(s)

Matthew Hall (42)

Pamela Cardoso (13)

Scout Rines (32)

Christopher Miranda, Laboratory Manager
or Other Approved Signatory

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Samples analyzed by LA Testing Huntington Beach, CA NVLAP Lab Code 101384-0, CA ELAP 1406

Initial report from: 06/17/2026 14:13:21

#3 326 0 867 6

Terracon

Order ID: 332608676

ASBESTOS CHAIN OF CUSTODY

Cheviot Hills Park-Recreation Center and Pool Bathhouse Assessment
(SP728H00)-LOS-26-Project
2551 Motor Avenue
Los Angeles, CA
Terracon Project No. 1000007783

Analysis: PLM/EPA 600/R-93/116
Laboratory: EMSL / LA Testing
Sampled By: Josh Clark
Turnaround Time: 5 days
Inspection Date: June 10, 2026

HA	Sample Number	Sample Location	Building	Material Description	Condition	Estimated Quantity
1	1	SW Boys Changing Area	Pool Bathhouse	White Window Glazing	Good	500 SF
1	2	NE Girls Changing Area	Pool Bathhouse	White Window Glazing	Good	500 SF
1	3	NW Girls Restroom	Pool Bathhouse	White Window Glazing	Good	500 SF
2	4	SW Water Heater Room	Pool Bathhouse	Water Pipe Insulation	Good	5 LF
2	5	SW Water Heater Room	Pool Bathhouse	Water Pipe Insulation	Good	5 LF
2	6	SW Water Heater Room	Pool Bathhouse	Water Pipe Insulation	Good	5 LF
3	7	SE Roof	Pool Bathhouse	Silver Roof Mastic	Good	50 SF
3	8	East Roof	Pool Bathhouse	Silver Roof Mastic	Good	50 SF
3	9	NE Roof	Pool Bathhouse	Silver Roof Mastic	Good	50 SF
4	10	South Roof	Pool Bathhouse	Membrane Roof Core	Good	8000 SF
4	11	Center Roof	Pool Bathhouse	Membrane Roof Core	Good	8000 SF
4	12	North Roof	Pool Bathhouse	Membrane Roof Core	Good	8000 SF
5	13	South Lower Roof	Recreation Center	Membrane Roof Core	Good	7500 SF
5	14	SE Lower Roof	Recreation Center	Membrane Roof Core	Good	7500 SF
5	15	North Lower Roof	Recreation Center	Membrane Roof Core	Good	7500 SF
6	16	SE Lower Roof HVAC Duct	Recreation Center	White HVAC Duct Mastic	Good	15 SF
6	17	SE Lower Roof HVAC Duct	Recreation Center	White HVAC Duct Mastic	Good	15 SF
6	18	SE Lower Roof HVAC Duct	Recreation Center	White HVAC Duct Mastic	Good	15 SF
7	19	SE Lower Roof HVAC Duct	Recreation Center	Grey HVAC Duct Mastic	Good	100 SF
7	20	North Lower Roof HVAC Duct	Recreation Center	Grey HVAC Duct Mastic	Good	100 SF
7	21	Center Lower Roof HVAC Duct	Recreation Center	Grey HVAC Duct Mastic	Good	100 SF
8	22	North Lower Roof	Recreation Center	Silver Roof Penetration Mastic	Good	50 SF
8	23	West Lower Roof	Recreation Center	Silver Roof Penetration Mastic	Good	50 SF

Relinquished By: Josh Clark

Date: June 10, 2026

Time: 14:15:00

Signature:



Received By: R001000000

Signature:



Date: 6/10/26

Time: 2:30

Relinquished By:

Signature:

Date:

Time:

Received By:

Signature:

Date:

Time:

#3 326 0 8676



OrderID: 332608676

8	24	SE Lower Roof	Recreation Center	Silver Roof Penetration Mastic	Good	50 SF
9	25	NW Lower Roof	Recreation Center	White Wall Seam Caulking	Good	200 SF
9	26	West Lower Roof	Recreation Center	White Wall Seam Caulking	Good	200 SF
9	27	Center Lower Roof	Recreation Center	White Wall Seam Caulking	Good	200 SF
10	28	Management Office Entry	Recreation Center	White Speckled 12" x 12" Vinyl Floor Tile w/ Mastic	Good	500 SF
10	29	South Management Office	Recreation Center	White Speckled 12" x 12" Vinyl Floor Tile w/ Mastic	Good	500 SF
10	30	SW Management Office	Recreation Center	White Speckled 12" x 12" Vinyl Floor Tile w/ Mastic	Good	500 SF
11	31	Management Office Entry	Recreation Center	Light Grey 4" Cove Base w/ Mastic	Good	150 SF
11	32	South Management Office	Recreation Center	Light Grey 4" Cove Base w/ Mastic	Good	150 SF
11	33	SW Management Office	Recreation Center	Light Grey 4" Cove Base w/ Mastic	Good	150 SF
12	34	Roof Access/Storage Room	Recreation Center	Drywall & Joint Compound	Good	5000 SF
12	35	Kitchen	Recreation Center	Drywall & Joint Compound	Good	5000 SF
12	36	Small Gym Stage Storage Room	Recreation Center	Drywall & Joint Compound	Good	5000 SF
13	37	Roof Access/Storage Room	Recreation Center	Tan 4" Cove Base w/ Mastic	Good	50 SF
13	38	Maintenance Room	Recreation Center	Tan 4" Cove Base w/ Mastic	Good	50 SF
13	39	Maintenance Room	Recreation Center	Tan 4" Cove Base w/ Mastic	Good	50 SF
14	40	Maintenance Room	Recreation Center	White & Tan Speckled 12" x 12" Vinyl Floor Tile w/ Mastic	Good	250 SF
14	41	Maintenance Room	Recreation Center	White & Tan Speckled 12" x 12" Vinyl Floor Tile w/ Mastic	Good	250 SF
14	42	Maintenance Room	Recreation Center	White & Tan Speckled 12" x 12" Vinyl Floor Tile w/ Mastic	Good	250 SF
15	43	Roof Access/Storage Room	Recreation Center	Spray-Applied Fireproofing	Good	3500 SF
15	44	Roof Access/Storage Room	Recreation Center	Spray-Applied Fireproofing	Good	3500 SF
15	45	Maintenance Room	Recreation Center	Spray-Applied Fireproofing	Good	3500 SF
15	46	Maintenance Room	Recreation Center	Spray-Applied Fireproofing	Good	3500 SF
15	47	Maintenance Room	Recreation Center	Spray-Applied Fireproofing	Good	3500 SF

Relinquished By: Josh Clark

Signature:



Date: June 10, 2026

Time: 14:15:00

Received By: Rocio Ochoa

Signature:



Date: 6/10/26

Time: 2:30

Relinquished By:

Signature:

Date:

Time:

Received By:

Signature:

Date:

Time:

Page 2 Of 2



LA Testing

5431 Industrial Drive, Huntington Beach, CA, 92649
Telephone: (714)-828-4999 Fax: (714)-828-4944
www.emsl.com

EMSL Order ID: 332654017
LIMS Reference ID: GE54017
EMSL Customer ID: 32TERR45

Attention: Danish Mansoor
Terracon Consultants, Inc. [32TERR45]
145 West Walnut Street
Carson, CA 90248
(949) 261-0051
danish.mansoor@terracon.com

Project Name: CHEVIOT HILLS PARK-RECREATION CENTER
AND POOL BATHHOUSE ASSESSMENT
(SP728H00)-LOS-26-PROJECT / 2551 MOTOR
AVENUE, LOS ANGELES, CA / TERRACON
1000007783
Customer PO: PROJECT NO. 1000007783
EMSL Sales Rep: Jason McDonald
Received: 06/10/2026 14:30
Reported: 06/17/2026 14:13

Analytical Results

Analyte	Results	RL	Weight	Prep Date & Tech	Prep Method	Analysis Date & Analyst	Analytical Method	Q	DF
Client Sample ID: 1/POOL BATHHOUSE						Date Sampled: 06/10/26			
Matrix: Chips						LIMS Reference ID: GE54017-01			
Lead	<64 ppm	64 ppm	0.2583 g	06/17/26 DCM	SW-846 3050B	06/17/26 DA1	SW 846-7000B	1	
Client Sample ID: 2/POOL BATHHOUSE						Date Sampled: 06/10/26			
Matrix: Chips						LIMS Reference ID: GE54017-02			
Lead	<64 ppm	64 ppm	0.2573 g	06/17/26 DCM	SW-846 3050B	06/17/26 DA1	SW 846-7000B	1	
Client Sample ID: 3/POOL BATHHOUSE						Date Sampled: 06/10/26			
Matrix: Chips						LIMS Reference ID: GE54017-03			
Lead	<64 ppm	64 ppm	0.2537 g	06/17/26 DCM	SW-846 3050B	06/17/26 DA1	SW 846-7000B	1	
Client Sample ID: 4/POOL BATHHOUSE						Date Sampled: 06/10/26			
Matrix: Chips						LIMS Reference ID: GE54017-04			
Lead	<64 ppm	64 ppm	0.2541 g	06/17/26 DCM	SW-846 3050B	06/17/26 DA1	SW 846-7000B	1	
Client Sample ID: 5/POOL BATHHOUSE						Date Sampled: 06/10/26			
Matrix: Chips						LIMS Reference ID: GE54017-05			
Lead	1400 ppm	64 ppm	0.2821 g	06/17/26 DCM	SW-846 3050B	06/17/26 DA1	SW 846-7000B	1	
Client Sample ID: 6/POOL BATHHOUSE						Date Sampled: 06/10/26			
Matrix: Chips						LIMS Reference ID: GE54017-06			
Lead	690 ppm	69 ppm	0.2322 g	06/17/26 DCM	SW-846 3050B	06/17/26 DA1	SW 846-7000B	1	
Client Sample ID: 7/POOL BATHHOUSE						Date Sampled: 06/10/26			
Matrix: Chips						LIMS Reference ID: GE54017-07			
Lead	6300 ppm	580 ppm	0.274 g	06/17/26 DCM	SW-846 3050B	06/17/26 DA1	SW 846-7000B	10	
Client Sample ID: 8/POOL BATHHOUSE						Date Sampled: 06/10/26			
Matrix: Chips						LIMS Reference ID: GE54017-08			
Lead	2600 ppm	64 ppm	0.2705 g	06/17/26 DCM	SW-846 3050B	06/17/26 DA1	SW 846-7000B	1	
Client Sample ID: 9/RECREATION CENTER						Date Sampled: 06/10/26			
Matrix: Chips						LIMS Reference ID: GE54017-09			
Lead	<64 ppm	64 ppm	0.2795 g	06/17/26 DCM	SW-846 3050B	06/17/26 DA1	SW 846-7000B	1	
Client Sample ID: 10/RECREATION CENTER						Date Sampled: 06/10/26			
Matrix: Chips						LIMS Reference ID: GE54017-10			
Lead	<64 ppm	64 ppm	0.274 g	06/17/26 DCM	SW-846 3050B	06/17/26 DA1	SW 846-7000B	1	
Client Sample ID: 11/RECREATION CENTER						Date Sampled: 06/10/26			
Matrix: Chips						LIMS Reference ID: GE54017-11			
Lead	<64 ppm	64 ppm	0.2724 g	06/17/26 DCM	SW-846 3050B	06/17/26 DA1	SW 846-7000B	1	



LA Testing

5431 Industrial Drive, Huntington Beach, CA, 92649
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www.emsl.com

EMSL Order ID: 332654017
LIMS Reference ID: GE54017
EMSL Customer ID: 32TERR45

Attention: Danish Mansoor
Terracon Consultants, Inc. [32TERR45]
145 West Walnut Street
Carson, CA 90248
(949) 261-0051
danish.mansoor@terracon.com

Project Name: CHEVIOT HILLS PARK-RECREATION CENTER
AND POOL BATHHOUSE ASSESSMENT
(SP728H00)-LOS-26-PROJECT / 2551 MOTOR
AVENUE LOS ANGELES, CA / TERRACON
1000007783
Customer PO: PROJECT NO. 1000007783
EMSL Sales Rep: Jason McDonald
Received: 06/10/2026 14:30
Reported: 06/17/2026 14:13

Analytical Results (Continued)

Analyte	Results	RL	Weight	Prep Date & Tech	Prep Method	Analysis Date & Analyst	Analytical Method	Q	DF
Client Sample ID: 12/RECREATION CENTER						Date Sampled: 06/10/26			
Matrix: Chips						LIMS Reference ID: GE54017-12			
Lead	<64 ppm	64 ppm	0.254 g	06/17/26 DCM	SW-846 3050B	06/17/26 DA1	SW 846-7000B	1	
Client Sample ID: 13/RECREATION CENTER						Date Sampled: 06/10/26			
Matrix: Chips						LIMS Reference ID: GE54017-13			
Lead	<64 ppm	64 ppm	0.284 g	06/17/26 DCM	SW-846 3050B	06/17/26 DA1	SW 846-7000B	1	
Client Sample ID: 14/RECREATION CENTER						Date Sampled: 06/10/26			
Matrix: Chips						LIMS Reference ID: GE54017-14			
Lead	2000 ppm	78 ppm	0.206 g	06/17/26 DCM	SW-846 3050B	06/17/26 DA1	SW 846-7000B	1	



LA Testing

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EMSL Order ID: 332654017

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EMSL Customer ID: 32TERR45

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145 West Walnut Street
Carson, CA 90248
(949) 261-0051
danish.mansoor@terracon.com

Project Name: CHEVIOT HILLS PARK-RECREATION CENTER
AND POOL BATHHOUSE ASSESSMENT
(SP728H00)-LOS-26-PROJECT / 2551 MOTOR
AVENUE LOS ANGELES, CA / TERRACON
Customer PO: 1000007783
EMSL Sales Rep: PROJECT NO. 1000007783
Jason McDonald
Received: 06/10/2026 14:30
Reported: 06/17/2026 14:13

Certified Analyses included in this Report

Analyte	Certifications
SW 846-7000B in Chips	
Lead	33-AIHA ELLAP

List of Certifications

Code	Description	Number	Expires
33-AIHA ELLAP	American Industrial Hygiene Association (AIHA LAP, LLC) - ELLAP	101650	02/01/2027
33-AIHA IHLAP	American Industrial Hygiene Association (AIHA LAP, LLC) - IHLAP	101650	02/01/2027
33-CA Water Boards	California Water Boards	1406	01/31/2028

Please see the specific Field of Testing (FOT) on www.emsl.com <<http://www.emsl.com>> for a complete listing of parameters for which EMSL is certified.

Notes and Definitions

Item	Definition
(Dig)	For metals analysis, sample was digested.
[2C]	Reported from the second channel in dual column analysis.
DA	Direct Analysis
DF	Dilution Factor
MDL	Method Detection Limit.
ND	Analyte was NOT DETECTED at or above the reporting limit, or the mdl if provided.
NR	Spike/Surrogate showed no recovery.
Q	Qualifier
RCS	Respirable Crystalline Silica
RL	Reporting Limit
Wet	Sample is not dry weight corrected.

Measurement of uncertainty and any applicable definitions of method modifications are available upon request. Per EPA NLLAP policy, sample results are not blank corrected.



LA Testing

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www.emsl.com

EMSL Order ID: 332654017

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AND POOL BATHHOUSE ASSESSMENT
(SP728H00)-LOS-26-PROJECT / 2551 MOTOR
AVENUE LOS ANGELES, CA / TERRACON
1000007783
Customer PO: PROJECT NO. 1000007783
EMSL Sales Rep: Jason McDonald
Received: 06/10/2026 14:30
Reported: 06/17/2026 14:13

Michael Chapman Laboratory Manager or other approved signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. QC sample results are within quality control criteria and met method specifications unless otherwise noted. All results for soil samples are reported on a dry weight basis, unless otherwise noted.

Analysis following EMSL SOP for the Determination of Environmental Lead by FLAA. The laboratory has a reporting limit of 0.0064% by wt., based upon a minimum sample weight of 0.25g submitted to the lab, and is not responsible for any result or reporting limit provided in mg/cm² since it is dependent upon an area value provided by non-lab personnel. A "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty and definitions of modifications are available upon request. Results in this report are not blank corrected unless specified.

GES4017



LEAD CHAIN OF CUSTODY

Cheviot Hills Park-Recreation Center and Pool Bathhouse Assessment
(SP728H00)-LOS-26-Project
2551 Motor Avenue
Los Angeles, CA
Terracon Project No. 1000007783

Analysis:

W846-7000B/7420 FAA
 (% by weight and ppm)

Laboratory:

EMSL / LA Testing

Inspector:

Josh Clark

Turnaround Time:

5 days

Inspection Date:

June 10, 2026

Building	Sample Number	Sample Type	Sample Description/Paint Color	Substrate	Condition
Pool Bathhouse	1	Paint	Dark Blue	Metal	Intact
Pool Bathhouse	2	Paint	Light Blue	Wood	Intact
Pool Bathhouse	3	Paint	Cream	Wood	Intact
Pool Bathhouse	4	Paint	Cream	Metal	Intact
Pool Bathhouse	5	Paint	Cream	Brick	Intact
Pool Bathhouse	6	Paint	Carolina Blue	Brick	Intact
Pool Bathhouse	7	Paint	Light Green	Brick	Intact
Pool Bathhouse	8	Paint	Red	Brick	Intact
Recreation Center	9	Paint	White	Drywall	Intact
Recreation Center	10	Paint	Cream	Drywall	Intact
Recreation Center	11	Paint	Cream	Brick	Intact
Recreation Center	12	Paint	Blue	Wood	Intact
Recreation Center	13	Paint	Blue	Metal	Intact
Recreation Center	14	Paint	Orange	Brick	Intact

Relinquished By: Josh Clark

Signature:

Date: June 10, 2026

Time: 14:15:00

Received By: Rocio Ochoa

Signature:

Date: 6/10/26 2:30

Time: 2:30

Relinquished By:

Signature:

Date:

Time:

Received By:

Signature:

Date:

Time:



LA Testing

5431 Industrial Drive, Huntington Beach, CA, 92649
Telephone: (714)-828-4999 Fax:(714)-828-4944
EMSL-HB-33

EMSL Order ID: 332654010

LIMS Reference ID: GE54010

EMSL Customer ID: TRHQ42Q

Attention: Chris Blake

Terracon Consultants, Inc. [TRHQ42Q]
23041 Avenida de la Carlota, Suite 350

Laguna Hills, CA 92653

(949) 864-2060

Chris.Blake@terracon.com

Project Name:

CHEVIOT HILLS PARK - RECREATION CENTER &
POOL BATHHOUSE / 1000007783

Project ID:

_Master Project-TRHQ42Q

Customer PO:

Sales Rep:

Jason McDonald

Received:

06/10/2026 14:30

Reported:

06/17/2026 09:08

Analytical Results

Analyte	Result	Q	DF	RL	Units	Prepared Date/Time	Analyzed Date/Time	Analyst Initials	Prep /Analytical Method
Sample: O1-A Lims Reference ID: GE54010-01 Matrix: Drinking Water Sampled: 06/10/26 00:00:00									
Metals									
Lead	14.4		1	1.00	µg/L	06/11/26 11:45	06/11/26 13:58	XLE	EPA 200.8 (DA)/EPA 200.8
Sample: 02-B Lims Reference ID: GE54010-02 Matrix: Drinking Water Sampled: 06/10/26 00:00:00									
Metals									
Lead	2.56		1	1.00	µg/L	06/11/26 11:45	06/11/26 13:59	XLE	EPA 200.8 (DA)/EPA 200.8
Sample: 03-C Lims Reference ID: GE54010-03 Matrix: Drinking Water Sampled: 06/10/26 00:00:00									
Metals									
Lead	12.6		1	1.00	µg/L	06/11/26 11:45	06/11/26 14:03	XLE	EPA 200.8 (DA)/EPA 200.8
Sample: 04-D Lims Reference ID: GE54010-04 Matrix: Drinking Water Sampled: 06/10/26 00:00:00									
Metals									
Lead	1.92		1	1.00	µg/L	06/11/26 11:45	06/11/26 14:05	XLE	EPA 200.8 (DA)/EPA 200.8
Sample: 05-E Lims Reference ID: GE54010-05 Matrix: Drinking Water Sampled: 06/10/26 00:00:00									
Metals									
Lead	ND		1	1.00	µg/L	06/11/26 11:45	06/11/26 14:06	XLE	EPA 200.8 (DA)/EPA 200.8
Sample: 06-F Lims Reference ID: GE54010-06 Matrix: Drinking Water Sampled: 06/10/26 00:00:00									
Metals									
Lead	2.20		1	1.00	µg/L	06/11/26 11:45	06/11/26 14:07	XLE	EPA 200.8 (DA)/EPA 200.8
Sample: 07-D2-FLUSH Lims Reference ID: GE54010-07 Matrix: Drinking Water Sampled: 06/10/26 00:00:00									
Metals									
Lead	1.65		1	1.00	µg/L	06/11/26 11:45	06/11/26 14:09	XLE	EPA 200.8 (DA)/EPA 200.8

**LA Testing**

5431 Industrial Drive, Huntington Beach, CA, 92649
Telephone: (714)-828-4999 Fax:(714)-828-4944
EMSL-HB-33

EMSL Order ID: 332654010

LIMS Reference ID: GE54010

EMSL Customer ID: TRHQ42Q

Attention: Chris Blake

Terracon Consultants, Inc. [TRHQ42Q]
23041 Avenida de la Carlota, Suite 350
Laguna Hills, CA 92653
(949) 864-2060
Chris.Blake@terracon.com

Project Name:

CHEVIOT HILLS PARK - RECREATION CENTER &
POOL BATHHOUSE / 1000007783

Project ID:

_Master Project-TRHQ42Q

Customer PO:**Sales Rep:**

Jason McDonald

Received:

06/10/2026 14:30

Reported:

06/17/2026 09:08

Certified Analyses included in this Report

Analyte	Certifications
<i>EPA 200.8 in Drinking Water</i>	
Lead	33-CA Water Boards

List of Certifications

Code	Description	Number	Expires
33-CA Water Boards	California Water Boards	1406	01/31/2028
33-AIHA IHLAP	American Industrial Hygiene Association (AIHA LAP, LLC) - IHLAP	101650	02/01/2027
33-AIHA ELLAP	American Industrial Hygiene Association (AIHA LAP, LLC) - ELLAP	101650	02/01/2027

Please see the specific Field of Testing (FOT) on www.emsl.com <<http://www.emsl.com>> for a complete listing of parameters for which EMSL is certified.



LA Testing

5431 Industrial Drive, Huntington Beach, CA, 92649
Telephone: (714)-828-4999 Fax:(714)-828-4944
EMSL-HB-33

EMSL Order ID: 332654010

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Chris.Blake@terracon.com

Project Name:

CHEVIOT HILLS PARK - RECREATION CENTER &
POOL BATHHOUSE / 1000007783

Project ID:

_Master Project-TRHQ42Q

Customer PO:

Sales Rep:

Jason McDonald

Received:

06/10/2026 14:30

Reported:

06/17/2026 09:08

Notes and Definitions

Item	Definition
(Dig)	For metals analysis, sample was digested.
[2C]	Reported from the second channel in dual column analysis.
DA	Direct Analysis
DF	Dilution Factor
MDL	Method Detection Limit.
ND	Analyte was NOT DETECTED at or above the reporting limit, or the mdl if provided.
NR	Spike/Surrogate showed no recovery.
Q	Qualifier
RCS	Respirable Crystalline Silica
RL	Reporting Limit
Wet	Sample is not dry weight corrected.

Measurement of uncertainty and any applicable definitions of method modifications are available upon request. Per EPA NLLAP policy, sample results are not blank corrected.

Michael Chapman Laboratory Manager or other approved signatory

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EMSL ANALYTICAL, INC.

Environmental Chemistry Chain of Custody

EMSL Order Number / Lab Use Only

EMSL Analytical, Inc.
200 Rt. 130 N
Cinnaminson, NJ 08077

PHONE: (800) 220-3675

EMAIL: EnvChemistry2@EMSL.com

G1E54010

Customer Information	Customer ID:				Billing Information				Billing ID:						
	Company Name: Terracon Consultants, Inc.								Company Name:						
	Contact Name: Chris Blake								Billing Contact:						
	Street Address: 23041 Avenida de la Carlota, Unit 350								Street Address: * SAME *						
	City, State, Zip: Laguna Hills, CA 92653		Country: USA						City, State, Zip:		Country:				
Phone: (949) 393-9602				Phone:											
Email(s) for Report: chris.blake@terracon.com				Email(s) for Invoice:											
Project Name/No: Cheviot Hills Park - Recreation Center & Pool Bathhouse / 1000007783								Purchase Order:							
EMSL LIMS Project ID: (If applicable, EMSL will provide)				US State where samples collected: CA		State of Connecticut (CT) must select project location:									
						☐ Commercial (Taxable) ☐ Residential (Non-Taxable)									
Samples for Compliance? ☒ Yes ☐ No If Yes, for NPDES? ☐ Yes ☐ No				Other (Specify)		PWS ID:		State Reporting Required? ☐ Yes ☐ No							
Samples Collected by (Check One): ☐ EMSL ☒ CLIENT				Samples Received Chilled? ☐ Yes ☐ No		Sample(s) Temperature Upon Receipt (LAB ONLY)									
Sampled By Name: Joshua Clark				Sampled By Signature: Joshua Clark						No. of Samples in Shipment: 7					
Turn-Around-Time (TAT)				Standard Turn-Around-Time: 2 Weeks		The following TAT's are subject to Lab approval. Call lab to confirm TAT before submittal: ☒ 1 Week ☐ 4 Days ☐ 3 Days ☐ 2 Days ☐ 1 Day									
Client Sample ID	Comp	Grab	Date / Time Collected	Matrix W=Water S=Soil A=Air SL=Sludge O=Other	Preservative 1 HCL 2 HNO3 3 H2SO4 4 ICE 5 Other Describe below in Special Instructions	List Test(s) Needed (Write in test below, then check on sample line:)								Comments	
						Test 1:	Test 2:	Test 3:	Test 4:	Test 5:	Test 6:	Test 7:	Test 8:		
01-A			06/10/2026 0635	W	HNO3	☒									
02-B			06/10/2026 0642			☒									
03-C			06/10/2026 0646			☒									
04-D			06/10/2026 0659			☒									
Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)															
Reporting Requirements:				☒ Results Only ☐ Results and QC ☐ Reduced Deliverables ☐ Hzresults EDD ☐ Excel ☐ Other (Describe Above)											
Method of Shipment: Drop-off				Sample Condition Upon Receipt:											
Relinquished by: Joshua Clark / Joshua Clark				Date/Time: 06/10/2026 - 1420											
Relinquished by:				Date/Time:											
Received by: ROCIO OCHOA RO (M)				Date/Time: 6/10/26 2:30											
Received by:				Date/Time:											

Controlled Document - COC-07 Chemistry R11 02/26/2021

☒ AGREE TO ELECTRONIC SIGNATURE (By checking, I consent to signing this Chain of Custody document by electronic signature.)

EMSL Analytical, Inc.'s Laboratory Terms and Conditions are incorporated into this Chain of Custody by reference in their entirety. Submission of samples to EMSL Analytical, Inc. constitutes acceptance and acknowledgment of all terms and conditions by Customer.



EMSL ANALYTICAL, INC.

Environmental Chemistry Chain of Custody

EMSL Order Number / Lab Use Only

EMSL Analytical, Inc.
200 Rt. 130 N
Cinnaminson, NJ 08077

PHONE: (800) 220-3675

EMAIL: EnvChemistry2@EMSL.com

GES4010

Additional Pages of the Chain of Custody are only necessary if needed for additional sample information

Special Instructions and/or Regulatory Requirements (Sample Specifications, Processing Methods, Limits of Detection, etc.)

Client Sample ID	Comp	Grab	Date / Time Collected	Matrix	Preservative	List Test(s) Needed (Write in test below, then check on sample line:)								Comments
				W=Water S=Soil A=Air SL=Sludge O=Other	1 HCL 2 HNO3 3 H2SO4 4 ICE 5 Other <i>Describe in Special Instructions</i>	Test 1:	Test 2:	Test 3:	Test 4:	Test 5:	Test 6:	Test 7:	Test 8:	
05-E	☐	☐	06/10/26 0701	W	HND3	☒	☐	☐	☐	☐	☐	☐	☐	
06-F	☐	☐	06/10/26 0703			☒	☐	☐	☐	☐	☐	☐	☐	
07-D2-FLUSH	☐	☐	06/10/26 0712	↓	↓	☒	☐	☐	☐	☐	☐	☐	☐	
	☐	☐				☐	☐	☐	☐	☐	☐	☐	☐	
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Method of Shipment: Drop-off		Sample Condition Upon Receipt:	
Relinquished by: Joshua Clark / Joshua Clark	Date/Time: 06/10/2026 - 1420	Received by: RODRIGUEZ CM7	Date/Time: 6/10/26 2:30
Relinquished by:	Date/Time:	Received by:	Date/Time:

Controlled Document - COC-07 Chemistry R11 02/26/2021



AGREE TO ELECTRONIC SIGNATURE (By checking, I consent to signing this Chain of Custody document by electronic signature.)

EMSL Analytical, Inc.'s Laboratory Terms and Conditions are incorporated into this Chain of Custody by reference in their entirety. Submission of samples to EMSL Analytical, Inc. constitutes acceptance and acknowledgment of all terms and conditions by Customer.

APPENDIX J

LADBS Standard Plan

METHANE HAZARD MITIGATION STANDARD PLAN

I. PURPOSE

This Methane Hazard Mitigation Standard Plan provides standard details and specifications that maybe used to comply with the requirements of the Methane Seepage Regulations of Division 71 of the Los Angeles Building Code. The intent of methane mitigation systems described in this plan is to promote public safety and welfare by controlling methane intrusion emanating from geologic formations. These systems are not intended to regulate flammable vapors that may originate in and propagate from other sources, which include, but are not limited to, ruptured hazardous material transmission lines, underground atmospheric tanks, or similar installations.

II. HOW TO USE THIS STANDARD PLAN

To use this Standard Plan select either of the following:

- 1. Avoid Methane Soils Gas Site Testing and construct components for Site Design Level V shown on Tables 1A (Methane Zone) or 1B (Methane Buffer Zone) on Sheet 4.
- 2. Avoid Methane Soil Gas Site Testing by designing the building using one of the exceptions to Table 1A or 1B under Section IV B 1, 2 or 3 of this Standard Plan.
- 3. Conduct Methane Soils gas testing, complete Form 1 on sheet 3, and construct components listed in Tables 1A or 1B on Sheet 4.

NOTE: Identify the required Methane Hazard Mitigation components with a "circle" around the appropriate exception under Section IV B (Sheet 1) or the respective column in Tables 1A or 1B (Sheet 4).

III. GENERAL REQUIREMENTS

CODES:

All work shall be in compliance with the current version of the Los Angeles Building Code and policies of the Department of Building and Safety, and all applicable County, State, and Federal Codes.

INSPECTION:

All work, requiring inspection by the Department of Building and Safety, shall be available to the inspector prior to being covered by subsequent work.

IV. MITIGATION REQUIREMENTS

A. NEW BUILDINGS

All new buildings and paved areas located in a Methane Zone or Methane Buffer Zone shall comply with this Standard Plan and Division 71 of the Building Code.

B. EXCEPTIONS TO TABLE 1A and 1B

The provisions of the Building Code, Section 7104.3 are exceptions to the construction requirements of Table 1A and 1B based on the configuration of the building construction. The following exceptions may be used in lieu of full compliance with Tables 1A and 1B. For further information regarding the design of methane mitigation components, see Section V of this Standard Plan.

1. Buildings with Raised Floor Construction.

- Provide all of the following methane mitigation components in lieu of the requirements in Table 1A and 1B.
- a. The utilities shall be installed with Trench Dams, Detail 16 on Sheet 8, and Cable or Conduit Seal Fittings, Detail 8 on Sheet 7.
 - b. Four inch (4") thick gravel blanket shall be installed under and around the elevator pits, when there is an elevator pit constructed in the building.
 - c. In lieu of the underfloor ventilation requirements of The Building Code, Section 7104.3.2, the underfloor ventilation shall be provided using all of the following:
 - i. An approved mechanical ventilation system which is equivalent to providing one complete air change in the underfloor space once every 20 minutes, or
 - ii. An under-floor system with a clear height above grade of at least 12 inches to girder, 18 inches to floor joist, and 24 inches to structural floors.
 - iii. Openings for underfloor area or crawl space ventilation shall be located less than 6 inches below the bottom of the floor joists. The openings shall be located to provide cross ventilation and shall be the larger of:
 - Openings of not less than 1.5 square feet for each 25 linear feet of exterior wall; or
 - Openings shall be 1% of underfloor area.
 - iv. Openings for underfloor area or crawl space ventilation shall be approximately equally distributed along the length of at least two opposite sides of the building. They shall be covered with corrosion- resistant wire mesh with mesh openings not less than ¼ inch nor greater than ½ inch in dimension.

2. Buildings with Natural Ventilation

- a. Buildings with Natural Ventilation are buildings with Unobstructed Openings or an opening with a wind-assisted system in exterior walls. Unobstructed Openings for Natural Ventilation shall be evenly spaced to prevent the accumulation of methane gases within the building and shall be constructed as follows:
 - i. Unobstructed Openings shall be permanently affixed in the open position.
 - ii. Unobstructed Openings shall be free of obstructions, except for screens of wire mesh with not less than ¼", or wind driven turbines.

- iii. The aggregate size of Unobstructed Openings providing Natural Ventilation for an enclosed space shall be the larger of:
 - 25% of total floor area of the lowest level of the building, or
 - 25% of the total perimeter wall area of the lowest level of the building.
- iv. Unobstructed Openings shall be located in walls or roofs to facilitate natural venting of methane gas to the atmosphere.
- v. Locate uniformly distributed Unobstructed Openings on two or more exterior sides to provide cross ventilation as close to corners as practical.
- vi. Unobstructed Openings shall comply with the provisions of the Los Angeles Building Code including location on property, openings adjacent to stairways and courts.
 - a maximum of 6 inches below roof or ceiling joists in the space to be ventilated,
 - no more than 50 feet from any point within the building and
 - to provide cross ventilation utilizing either of the following:
 - 1. two opposing sides of the building or space to provide cross ventilation.
 - 2. two adjacent sides where at least 50% of the required area of vents are centered a distance of one half the diagonal of the space being ventilated.
- vii. Unobstructed Openings in walls shall be located:
 - to remove gases from the highest point in the room or enclosed space,
 - at a minimum of two positions a maximum of 50 feet on center and
 - evenly distributed throughout the enclosed space.

- b. In lieu of the requirements of Table 1A and 1B, buildings with Natural Ventilation, such as, restrooms, gazebos, barns, attendant stations and other similar accessory buildings located in parks or buildings with lowest levels closest to grade having Group S, Division 2 occupancy, or detached buildings of Group U and Unenclosed Buildings shall be constructed with utilities installed with Trench Dams and either Conduit Seal Fittings or Cable Seals Fittings.
- 3. Enclosed Rooms or Spaces within Building.

Individual enclosed rooms or enclosed spaces with floor area less than 2,000 square feet maybe exempt from providing the Active System as required by Table 1A and 1B, provided the vent openings comply with all of the following:

- a. Vent openings are Unobstructed Openings, except screens of wire mesh at least ¼ inch or wind driven turbines on the roof shall be permitted.
- b. The aggregate size of vent openings shall be the larger of either five percent of the total floor area of the room or the area of enclosed space, or ten percent of the area of walls on the perimeter of the room or enclosed space.
- c. The vent openings shall be located to prevent the accumulation of methane gases within the room or enclosed space.
- d. The top of the vent opening shall be located not more than 12 inches below roof joists or ceiling joists if located in a wall of a building.
- e. The vent openings shall be located on either two opposite walls or two adjacent walls of the room or enclosed space if located in a wall of a building.
- f. The vent openings shall be located no more than 50 feet from any point within the room or enclosed space.
- g. When using wind driven turbine, the area of the vent opening shall be calculated by the area of the opening at the attachment of the wind driven turbine at the roof.
- h. When the vent opening is located in a wall of an adjoining room, then the adjoining room shall be constructed of either an Active System, or have Natural Ventilation as described in Subsection 2 above (Buildings with Natural Ventilation.)

- 4. Single Family Dwellings and Buildings Accessory to Single Family Dwellings, some or all of the following may be used in lieu of the requirements of Table 1A and 1B:

- a. Single-Station Gas Detectors with battery-back up may be installed in lieu of an Alarm System and Gas Detection System. The battery shall be sized to operate the Single-Station Gas Detectors at least 20 hours in standby mode and 5 minutes in the alarm mode.
- b. 6-mil thick Visquene may be used in lieu of an Impervious Membrane, when the site is located in the Methane Zone with Site Design Levels I or II.
- c. Additional Vent Risers or Mechanical Ventilation may be omitted for buildings with a width less than 50 feet and footprints less than 6,000 square feet in area.
- d. Vent Risers provided at a rate twice shown in Table 2 on Sheet 4 may be provided in lieu of a Mechanical Extraction System.

- 5. Buildings Located in the First Phase Playa Vista Project. The First Phase Playa Vista project, as approved by the City on September 21, 1993 and December 8, 1995, shall comply with the methane mitigation program as required by the Department pursuant to the Methane Prevention, Detection and Monitoring Program approved by the Department on January 31, 2001, in lieu of the requirements of the Building Code, Division 71.

C. NOTIFICATION PLACARD

- 1. A permanent notification placard is required to indicate the presence of the Impervious Membrane.
- 2. The notification placard shall be posted and maintained at the front of the building that is constructed with an Impervious Membrane, except that in residential buildings.
- 3. The notification placard shall be uncovered and located in conspicuous location. When cast in floors, shall also remain uncovered and in a conspicuous location.
- 4. The lettering shall be legible from 10 feet away and at least 1 inch high.

D. PAVED AREAS

The requirements for venting paved areas over 5,000 square feet in area and within 15 feet of the exterior wall of a commercial, industrial, institutional or residential building may be accomplished with either of the following:

- 1. If the site is located in the Methane Buffer Zone, then venting is not required for paved areas that qualify for Site Design Levels I, II, or III., or
- 2. Install vents in accordance with Detail 13 on Sheet 8, or
- 3. Install landscaping areas immediately adjacent to the building exterior walls at least two feet wide covering at least 80% of the building perimeter.

E. EXISTING BUILDINGS

Additions, alterations, repairs, change of use or change of occupancy to existing buildings shall comply with the methane mitigation requirements of the Building Code, Sections 7104.1 and 7104.2, when required by Division 34, 81, or 82 of the Building Code.

Approved methane mitigation systems in existing buildings shall be maintained in accordance with Building Code, Section 7106.

F. MAINTENANCE OF MITIGATION SYSTEM

- 1. All gas detection and mechanical ventilation systems shall be serviced and maintained in proper working condition.
- 2. The procedures for maintenance and service of gas detection and mechanical ventilation systems shall be in accordance with the equipment manufacturer written instructions and meet all the requirements of the Electrical and Mechanical Code.
- 3. Annual and Maintenance Testing is required to be performed in accordance with the Fire Prevention Bureau (F.P.B.) Requirement No. 71 and Fire Chief's Regulation 4, Section 4J.
- 4. The testing of the gas detection and mechanical ventilation systems shall be performed by a person with a valid Certificate of Fitness for Gas Detection Systems as set forth in Los Angeles Municipal Code Section 57.06.01.

V. DESIGN CRITERIA

A. PASSIVE SYSTEM

- 1. De-Watering System
 - a. De-Watering System is required when the Historical High Ground Water Table Elevation is within twelve (12) inches from the lowest Perforated Horizontal Piping.
 - b. De-watering system is not required for either of the following: (1) if during the Site Testing, the groundwater level is deeper than 10 feet below the Perforated Horizontal Pipes, or (2) if the soil investigation or analysis, as approved by the Department, reveals the groundwater level is more than 12 inches below the bottom of the Perforated Horizontal Pipes.
 - c. De-watering rates shall be noted on the methane mitigation plans. The engineer or geologist responsible for determining the dewatering rates shall approve the plans.
 - d. Applications for water discharge location shall be approved and permitted by the Department of Public Works:
 - i. Bureau of Sanitation, Industrial Waste and
 - ii. Bureau of Engineering, Storm Water Management.
 - e. The de-watering pipe shall be minimum Schedule 40, slotted or perforated Polyvinyl Chlorid (PVC) pipe or other materials approved under LARR for the intended use.
 - f. De-watering pipes shall be installed as follows:
 - i. De-watering pipes shall be sloped at ¼ inch vertical to 12 inch horizontal (2% slope). The slope may be reduced to 1% if the pipe size is increased one full size in pipe diameter.
 - ii. Combination de-watering and Sub-Slab vent piping system may be used when installed with a minimum nominal 4 inch diameter pipes.
 - g. Each sump pump pit shall contain a primary pump and a back-up pump.
- 2. Sub-Slab Vent System
 - Sub-Slab Vent System shall consist of Perforated Horizontal Pipes, Gravel Blanket Under Impervious Membrane, Gravel Around Perforated Horizontal Pipes and Vent Risers.
 - a. Perforated Horizontal Pipes:
 - i. Perforated Horizontal Pipes shall be approved and listed, minimum Schedule 40, slotted or perforated PVC pipe or other materials approved by a LARR for the intended use.

- ii. Perforated Horizontal Pipe shall be installed as follows:
 - Spacing and location of Perforated Horizontal Pipes shall be per Table 2 on Sheet 4.
 - Pipes used only as vents may be installed in the horizontal position,
 - Combination vent/dewatering pipes shall be sloped at ¼ inch vertical to 12 inch horizontal (2% slope) and
 - Undulations in the Perforated Horizontal Pipes, which may impede the passage of gas, shall be avoided (e.g. Perforated Horizontal Pipes shall not be deformed to pass below interior footings).
- b. Gravel Blanket Thickness Under Impervious Membrane:
 - i. The thickness of the Gravel Blanket under Impervious Membrane shall be per Table 1A and 1B shown on Sheet 4.
 - ii. The composition of gravel shall be washed particles that have no more than one fractured face.
 - iii. The gradations of gravel shall conform to Table 3 shown on Sheet 4.
 - iv. The gradations of sand shall conform to Table 4 shown on Sheet 4.
- c. Gravel Thickness Around Perforated Horizontal Pipes:
 - i. Gravel thickness around Perforated Horizontal Pipes shall be per Table 1A and 1B shown on Sheet 4.
 - ii. When sand is used as the Gravel Blanket a geo-fabric to prevent sand from entering the Perforated Horizontal Pipes shall be placed around the Perforated Horizontal Pipes.
 - iii. Gravel shall be composed entirely of particles that have no more than one fractured face.
- d. Vent Risers:
 - i. Vent Risers shall be connected to Perforated Horizontal Pipes and constructed of cast iron. Exception:
 - Acrylonitrile Butadiene Styrene (ABS) pipes may be allowed for residential buildings up to two (2) stories, or
 - Any other material approved by a LARR for the intended use as methane Vent Riser.
 - ii. Vent Risers shall be spaced and located as per Table 2 on Sheet 4.
 - iii. Vent Riser outlets shall be located as shown in Detail 12 on Sheet 8.
 - iv. If rain guards are provided, they shall be non-restricting.

3. Impervious Membrane

- a. Impervious Membrane Installation:
 - i. Impervious Membrane shall be a product approved by the LADBS Engineering Research Section with a valid Los Angeles Research Report (LARR) Number. Installation shall comply with the conditions of approval specified in a LARR and manufacturer's specification of the Impervious Membrane.
 - ii. Impervious Membrane shall be installed at the following locations:
 - Below the building slab surrounded by the inner face of the exterior footings
 - On the exterior surface of walls from the finished grade level to a minimum of 6 inches below the bottom of the adjoining building slab
 - Around sides of pile caps and caisson capsException:
 - Impervious Membrane shall not be installed under exterior or interior footings.
 - iii. Impervious Membranes at elevator and sump pits shall be installed as follows:
 - Two layers of Impervious Membrane below slabs and footings of all elevator pits, sump pits and holding tanks.
 - Impervious Membrane does not need to be placed below elevator pistons.
 - Impervious Membrane shall be attached to the elevator piston cylinder casing or at the sump pit floor slab to prevent methane intrusion.
 - iv. The individual certified by the manufacturer of the Impervious Membrane shall certify on the Impervious Membrane Installation Certificate (see Sheet 3) that the Impervious Membrane was installed per approved plans.
 - v. The completed Form 3 shall be given to the inspector prior to placement of parts or the whole concrete floor slab.
- b. Seals at Impervious Membrane Penetrations:
 - i. Where footings, plumbing pipes, electrical conduits and other materials penetrate the Impervious Membrane, the penetrations shall be sealed by using sleeves or boots composed of the same material or other approved materials and methods in accordance with the specifications of the manufacturer for the Impervious Membrane.
 - ii. A gas tight seal shall be provided where the Impervious Membrane is attached to all interior footings and exterior wall footings.
 - iii. All elevator piston shaft casing shall be constructed of a material allowed by the elevator code and sealed at the elevator pit floor slab level in accordance with the specifications of the Impervious Membrane manufacturer.
 - iv. The bottom of the elevator piston casing shall be sealed to prevent gas migration into the building.

c. Impervious Membrane Protection Prior to Floor Slab Placement

- i. Installation Sequence for Protection Material Below the Impervious Membrane:
 - Finish the Gravel Blanket smooth using mechanical means (e.g. roller).
 - Place geotextile filter fabric over the Gravel Blanket to protect the smooth finish of the Gravel Blanket and prevent sand migration into the Gravel Blanket.
 - Prepare protective course for Impervious Membrane.
 - Option A: If Sand is used as Gravel Blanket, then the Impervious Membrane may be placed directly on the geotextile, or
 - Option B: If Gravel is used as for the Gravel Blanket, then place a minimum 1-inch thick Sand layer directly over the geotextile.
 - Option C: If Gravel is used as for the Gravel Blanket, then place a geotextile with a minimum weight of 16 ounces per square yard.
- ii. Installation Sequence for Protection Material Above the Impervious Membrane:
 - Place 2-inch thick sand directly over the Impervious Membrane, or a minimum 1-inch thick lean concrete mix (slurry as specified in the Standard Specifications for Public Works Construction, Green Book)
 - Place geotextile fabric if sand is used in the prior step. If lean concrete mix is used, geotextile is not required.
 - Place concrete, reinforcing steel, piping and other forms so as not to be supported directly on the Impervious Membrane. Equipment shall not be driven over the Impervious Membrane or its protective covering.

B. ACTIVE SYSTEM

The Active System consists of the Sub-Slab System, Lowest Occupied Space System and Control Panel.

1. Sub-Slab System

Sub-Slab System shall consist of a Mechanical Extraction System. The Mechanical Extraction System shall consist of Detectors in Vent Risers, Gas Detection and Gas extraction powered devices and shall be designed in consideration for the migration of subsurface gas from adjacent properties.

i. Vent Risers for the Active System shall be located as follows:

- 10 feet above grade,
 - 10 feet away from any window, doors, roof hatch, opening or air intake into the building,
 - 3 feet above highest point of roof within a 10' radius of outlet,
 - 3 feet away from any parapet,
 - 4 feet away from the property line and
 - 5 feet away from any electrical device.
- ii. Detectors in Vent Risers
 - Detectors and associated transmitters shall be listed by a recognized testing laboratory for the intended use.
 - Detectors and associated wiring shall be immune to radio frequency and infrared remote-transmitters frequency interference.
 - Detector shall be fitted within the vent pipe so that no gas may leak through the fittings.
 - The associated wiring and associated raceways shall be:
 - Mounted to a secure surface independent of detectors and their associated transmitter.
 - Protected from physical damage.

iii. Gas Extraction Powered Devices

- Gas extraction powered devices shall consist of fans, blowers, or other powered devices to exhaust or provide make-up air into the space below the Impervious Membrane and shall be capable of ventilating the Gravel Blanket and Perforated Horizontal Pipes spaces at a rate of 3 air changes per hour.
- The total volume Gravel Blanket used to size the Gas Extraction Powered Devices shall include the volume of air (pore space) in the Gravel Blanket.
- Unless porosity of the gravel blanket material is established by a test report prepared by a licensed engineer or registered geologist, porosity of the gravel blanket material may be taken as 25%.

2. Lowest Occupied Space System

The Lowest Occupied Space System shall consist of Gas Detection System, Mechanical Ventilation System and Alarm System.

a. Gas Detection System

- i. The specifications for Detectors shall be the same as specified for Detectors in Vent Risers except as modified in Table 5 - Activation Thresholds for Active System.
- ii. Detectors in lowest occupied spaces shall be installed in accordance with manufacturers' requirements and listing agency approvals.
 - Detectors shall be located with respect to airflow in rooms, location of probable gas leaks and the recommendations of the manufacturer.
 - Number of required Detectors shall be based on Table 6 - Detector Spacing.

SITE ADDRESS:
LEGAL DESCRIPTION:
OWNER:

STANDARD PLAN:
METHANE HAZARD MITIGATION
Not to be used for Playa Vista Phase I Projects

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b. Mechanical Ventilation System

- i.

Mechanical Ventilation System shall consist of blowers, fans or other powered devices for exhaust or make-up air as approved by Mechanical Plan Check Section.
- ii.

The make-up air shall be 100% outside air.
- iii.

Mechanical Ventilation System shall be provided using one of the following options for garage lowest occupied and unoccupied spaces:

Option #1:

Activated Mechanical Ventilation - Mechanical Ventilation System shall be capable of removing methane gas at a rate of 4 air changes per hour when activated by the Gas Detection and Control Panel, at 10% LEL (5,000 ppmv). Back-up power is not needed for mechanical ventilation in this option. Parts of fans in this Option shall be of nonferrous or non-sparking materials or their casing shall be lined or constructed of such material.
- Option #2:

Continuous Ventilation - Mechanical Ventilation System sized to ventilate the building spaces at a rate of one (1) air change per hour on a continuous basis. Mechanical ventilation in this option shall be provided with 24 hours of back-up power when Detectors are not provided.
- Option #3:

Scheduled Start-up Ventilation - Mechanical Ventilation System shall start-up at least once every (6) six hours to provide a minimum of 24 air changes per day. Mechanical ventilation in this option shall be provided with 24 hours of back-up power when Detectors and are not provided.
- Option #4:

Alternate Natural Ventilation - Alternate method of ventilation may be utilized in lieu of mechanical ventilation in Options #1, #2 and #3 when designed in accordance with the Natural Ventilation requirements of this Standard Plan.

c. Alarm Systems

- i.

Alarm Systems shall consist of audible and visual signals to notify occupants of significant levels of methane intrusion into the building and shall be designed with the Sequence of Operation shown in Table 5 of this Standard Plan.
- ii.

Audible alarms shall be at least 15dB above ambient noise level in all areas subject to methane gas intrusion.
- iii.

Visual alarms shall be a minimum of 15-candela output and be located at each audible device.
- iv.

The audible signal warning building occupants of significant levels of methane gas shall be distinctively different from the fire alarm system.
- v.

Signs shall be posted adjacent to each alarm signaling device indicating, "Methane Alarm-Evacuate Building."

3. Control Panel

- a.

General Installation

i.

Control Panel shall be listed by a recognized testing laboratory.

ii.

Control Panel shall have the following characteristics:

•

Designed not to override the building fire alarm, smoke control and ventilation systems.

•

A manual shall be provided with the Control Panel describing the installation, wiring, operation, maintenance and testing.

b.

Power Source

i.

Primary Power Source

•

Control Panel shall be hard wired to the building normal power.

•

The circuits supplying power to the Control Panel shall be lockable in the open position.

ii.

Back-Up Power Supply

•

Control Panel shall monitor the power to Detectors, annunciator and associated components.

•

Back-Up battery or emergency power shall be rated for a minimum of 24 hours for standby mode plus 5 minutes of alarm under full load condition.

•

This Back-Up power shall be available within 60 seconds of primary power loss.

c. Panel Operation

i.

Device Activation

•

Control Panel shall recognize alarm conditions, and then activate required audible devices, visual devices and Gas Extraction Powered Devices.

•

Components of the Active System shall be activated as shown in the Table 5 on Sheet 4 - Activation Thresholds For Active Systems.

ii.

Trouble Annunciation

•

Control Panel or annunciator shall indicate each trouble or alarm condition by a visual alarm.

•

Control Panel shall supervise and identify fault and trouble conditions with the following:

-

Main supply circuits,

-

Rechargeable battery circuits,

-

Initiating device circuits,

-

Alarm device circuits,

-

Supplementary or auxiliary signaling circuits and,

-

Signaling line circuits.

C. MISCELLANEOUS SYSTEMS

1.

Trench Dam

Trench dams are intended to prevent travel of underground gas into buildings or structures along the trench backfill.

a.

A Trench Dam shall be installed in all electrical, plumbing, gas, or other trenches beneath the building foundation.

b.

If piping and conduits are placed before certified compacted soil as part of the site preparation for the building pad, then trench dams will not be required.

c.

Trench dams shall be installed in the trench immediately adjacent to the exterior perimeter of the building foundation.

d.

A Trench Dam shall have a minimum length of twice the width of the trench or a minimum of 36 inches in length.

e.

Trench dams may be of the following:

i.

Bentonite Cement Slurry - A mixture of 4% Type II Cement, and 2% Powdered Bentonite, or

ii.

Compacted Native Soil Backfill - Native soil shall be compacted to at least 90% relative compaction in accordance with ASTM D-1557 Testing Procedures.

f.

The entire cross section of trenches shall be backfilled to provide a minimum of 6 inches of trench dam material around all conduits and pipes.

2.

Hazardous Area Classification

For the purpose of determining the appropriate electrical wiring method and equipment, boundaries of the hazardous area classification are specified in Tables 7, 8 and 9. The Hazardous Area Classification, except as noted below, is based on the measured gas concentration and pressure as indicated in Site Investigation report:

a.

In the absence of pressure reading in a site investigation report, the area classification shall be based on soil gas pressure that is greater than 2 inches of water.

b.

In the absence of a site investigation report, the area classification shall be based on Methane Design Level V.

3.

Wiring

The wiring system shall be in accordance with the Los Angeles Electrical Code and as required herein.

a.

Depressurization Enclosure

i.

Wiring system between a classified area and a non-classified area shall be supplemented by a Depressurization Enclosure when the Design Methane Pressure is greater than 6 in. of water.

•

Depressurization enclosure is not required when each continuous underground wiring duct bank system supplied from an approved vented manhole is less than 500 linear ft. (152.4 m.) from a termination point and the total load does not exceed 80% of the rating of the conductors. Longer duct bank run may be permitted when justified by engineering analysis.

•

Depressurization enclosure is not required when the maximum-recorded pressure does not exceed the rating of a listed and approved seal fitting.

ii.

The wiring system supplied from the Depressurization Enclosure shall be installed above ground.

iii.

The Depressurization Enclosure shall be suitable for the location and shall contain only electrical wiring. The depressurizing enclosure shall be located outdoors and shall comply with one of the following options:

•

A standard pull box fitted with a breather suitable for Class I, Group D locations where:

-

The breather shall be located on the side of the enclosure within 2 inches from the top of the pull box.

-

The breather shall have minimum dimensions of 1.5 inches long and 15/16 inch diameter; or

•

A standard pull box fitted with louvered ventilation where:

-

The louvered openings shall be within 2 inches from the top of the box.

-

The minimum total enclosure ventilation opening shall be 1.41 square inches. A louvered pull box shall be installed in a non-classified area.

b.

Outdoor Enclosures

All outdoor enclosures with open bottoms, when installed on grade or finished floors, shall be mounted on a minimum 2-in. (5.08 cm.) thick concrete pad over a 30 mil (0.076 cm.) High Density Polyethylene (HDPE) or equivalent approved impervious membrane. All membrane penetrations shall be suitably sealed against transmission of gas into the enclosure.

c.

Conduit Seal Fittings and Cable Seal Fittings

Conduit Seal Fittings and Cable Seal Fittings are designed to prevent the passage of gases, vapors, or flames inside the electrical conduits.

i.

Conduit or Cable Seal Fittings are required where conduits or cables pass through a classified hazardous area per the Los Angeles Electrical Code and as required in this Standard Plan.

ii.

Any conduit or cable that penetrates the Impervious Membrane shall be provided with a conduit or cable seal.

iii.

Conduit Seal Fittings shall be installed in the vertical portion of conduit where the PVC conduit emerges from a classified location. Rigid material shall be rigid metal that has the same trade size as conduit runs.

d. Grounding Electrical Systems

Electrical systems required by the Los Angeles Electrical Code to be grounded shall be connected to earth using the prescriptive or performance (Soil Resistance) method.

i.

Prescriptive Method

When a Ground Ring is not used as part of the Grounding Electrical Systems required by the Los Angeles Electrical Code at least one of the following supplemental grounding electrodes shall be used:

•

Rod and Pipe Electrodes

•

Plate Electrodes

The supplemental grounding electrode conductor shall not be reduced in size.

ii.

Soil Resistance Method

Grounding systems other than specified in the Prescriptive Method shall be based on Soil Electrical Resistivity Test as follows:

•

Soil Electrical Resistance

-

The soil resistivity shall be measured by the four-point method as described in IEEE Standard 81-1983.

-

The measurement of soil resistance shall take into account the geological features of the soil as determined by the engineer.

-

Whenever driven ground rods are to be used, the soil resistivity measurement shall correlate with the installed effective depth of the ground electrodes.

-

The engineering analysis of the data shall take into account the expected soil temperature, moisture and gas or soluble chemical contents.ition

-

The engineering analysis shall reflect the uniformity of soil resistivity using not less than ten readings based on the test pin electrode spacing.

-

The soil resistivity measurement shall be based on embedment of the electrodes below the permanent moisture level, when such installation is possible.

•

Measurement

-

For installations of multiple rod and pipe or plate electrodes in a single row, measurement shall be in a straight line at the location were these electrode(s) are intended to be installed.

-

For installations of ground ring (circular or square), grids, grid beds, radial, etc, the area that is to be used for grounding shall be divided into rows. Each row shall be equally spaced apart. The measurement shall be started at the corner of the first row and then continued through each pre-determined point in the row. This measurement is then repeated through the last row. The measurement shall be performed until all pre-determined points are covered.

-

These measurements shall account for water table, soil layers, corrosion, etc. when applicable.

•

Soil Electrical Resistance Design:

-

For multiple rod and pipe or plate electrodes installed in a straight line, the measured current and voltage shall be used to calculate the average soil resistivity.

-

For an area, the measured current and voltage shall be used to calculate the average soil resistivity for each row. The highest calculated average soil resistivity of any row shall be used to calculate the soil resistivity.

-

In the event the soil in the area or location under consideration is found to be non-uniform, the soil shall be modified and the test(s) shall be repeated. Ground Resistance (Impedance) Limitation - The overall ground resistance (Impedance) of a grounding electrode system shall not exceed 25 ohms for 600 volts or less low voltage systems and not to exceed 5 ohms for over 600 volts high voltage systems.

4.

Manholes and Other Underground Electric Enclosures Intended for Personnel Entry

The provisions of this section are applicable to all manholes and other underground electric enclosures that are intended for personnel entry. These enclosures herewith will be referred to as underground electrical enclosures.

a.

Vent System

i.

Underground electrical enclosures shall be naturally ventilated at all time to open air in an approved manner to prevent the build-up of methane.

ii.

Mechanical ventilation in lieu may be used when back-up power sufficient to run the system for 24 hours is provided and a visual and audible main power failure alarm at a readily accessible location.

b.

Enclosure Exterior

i.

Approved seals shall be used to prevent water and methane gas from entering the sides of the underground electrical enclosures.

ii.

Underground electrical enclosures personnel entry access cover shall be provided with an approved restraining system.

iii.

Soil gases under the underground electrical enclosures shall be vented in a manner shown in the Standard Plan Details.

c.

Enclosure Interior

i.

All wiring terminations, equipment and insulating materials within the enclosure shall be suitable for wet location.

ii.

Approved duct seals shall be used to prevent water from the conduits entering or leaving the manholes and other underground electrical enclosures intended for personnel entry. The seal shall have a depth of not less than the diameter of the conduit.

5. Additional Vent Risers

The total quantity of installed Vent Risers shall be increased to double the rate for the Passive System.

VI. SYSTEMS MAINTENANCE

A. PROCEDURES

The maintenance and service procedures for each gas detection and mechanical ventilation systems shall be in accordance with the manufacturers written instructions and the Fire Prevention Bureau (F.P.B.) Requirement No. 71 Fire Cheif's Regulation 4, Section 4J.

B. SCHEDULE

1.

The maintenance schedule shall be as recommended by the manufacturer of each gas detection and mechanical ventilation system component.

2.

Notwithstanding the recommendations of the manufacturer, testing, maintaining, and servicing of each system shall be in accordance with the schedule required by the Fire Department.

C. REPAIRS

All components required to mitigate methane hazards shall be repaired or replaced to the manufacturer's original specification.

D. OCCUPANT NOTIFICATION

A permanent notification shall be provided at each building indicating the presence of the methane Impervious Membrane. This notification shall be at the front entrance, be visible and be legible as approved by the Engineer and LADBS. See Detail 14 on Sheet 8.

VII. EMERGENCY PLAN

An emergency plan outlining emergency procedures shall be established for all buildings with a gas-detection system, with the exception of buildings with R3 or U Occupancies. The procedures shall include, but not limited to, the identification of the responsible person assigned to manage the contingency plan, posting of the contingency plan and the approval process of the contingency plan.

A. RESPONSIBLE PERSON

The assigned responsible person shall work with the Fire Department in the establishment, implementation and maintenance of an emergency plan.

B. POSTING

A sign shall be posted in a conspicuous location designated by the Fire Department with the Fire Department's telephone number.

C. APPROVAL

All contingency plans for emergency procedures shall be approved by the Fire Department.

SITE ADDRESS:
LEGAL DESCRIPTION:
OWNER:

STANDARD PLAN:
METHANE HAZARD MITIGATION
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Rev.: 02/10/10
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Job:
Sheet:

Sheet 2 of 8

Table 1A - MITIGATION REQUIREMENTS FOR METHANE ZONE (See notes)											
Site Design Level			Level I		Level II		Level III		Level IV		Level V
Design Methane Concentration (ppmv)			0 - 100		101 - 1,000		1,001 - 5,000		5,001 - 12,500		> 12,500
Design Methane Pressure (See note 1) (inches of water column)			≤ 2"	> 2"	≤ 2"	> 2"	≤ 2"	> 2"	≤ 2"	> 2"	All Pressure
PASSIVE SYSTEM	De-watering System		X	X	X	X	X	X	X	X	X
	Sub-Slab Vent System	Perforated Horizontal Pipes	X	X	X	X	X	X	X	X	X
		Gravel Blanket Thickness Under Impervious Membrane	2"	2"	2"	3"	2"	3"	2"	4"	4"
		Gravel Thickness Surrounding Perforated Horizontal Pipes	2"	2"	2"	3"	2"	3"	2"	4"	4"
		Vent Risers	X	X	X	X	X	X	X	X	X
	Impervious Membrane		X	X	X	X	X	X	X	X	X
ACTIVE SYSTEM	Sub-Slab System	Mechanical Extraction System (See note 2)								X	X
		Gas Detection System (See note 3)		X		X	X	X	X	X	X
	Lowest Occupied Space System	Mechanical Ventilation (See notes 3, 4, 5)		X		X	X	X	X	X	X
		Alarm System		X		X	X	X	X	X	X
	Control Panel			X		X	X	X	X	X	X
MISC. SYSTEM	Trench Dam		X	X	X	X	X	X	X	X	X
	Conduit or Cable Seal Fitting		X	X	X	X	X	X	X	X	X
	Additional Vent Risers (See note 5)										X

Table 3 - SPECIFICATIONS FOR GRAVEL

SIEVE SIZE	PERCENTAGE PASSING SIEVE	
	3/4" Gravel	3/8" Gravel
1-1/2" (37.5 mm)	100	-
1" (25.0 mm)	90-100	-
3/4" (19.0 mm)	55-85	100
3/8" (9.5 mm)	8-20	85-100
No. 4 (4.75 mm)	0-5	0-30
No. 8 (2.36 mm)	0-5	0-10
No. 200 (75um)	0-2	0-2
ASTM C 131 TEST GRADING	B	C

Table 4 - SPECIFICATIONS FOR SAND

SIEVE SIZE	PERCENTAGE PASSING SIEVE
3/8" (9.5 mm)	100
No. 4 (4.75 mm)	90-100
No. 8 (2.36 mm)	75-90
No. 16 (1.18 mm)	55-75
No. 30 (600 um)	30-50
No. 50 (300 um)	10-25
No. 100 (150 um)	2-10
No. 200 (75 um)	0-5

Table 1B - MITIGATION REQUIREMENTS FOR METHANE BUFFER ZONE (See notes)												
Site Design Level			Level I		Level II		Level III		Level IV		Level V	
Design Methane Concentration (ppmv)			0 - 100		101 - 1,000		1,001 - 5,000		5,001 - 12,500		> 12,500	
Design Methane Pressure (See note 1) (inches of water column)			≤ 2"	> 2"	≤ 2"	> 2"	≤ 2"	> 2"	≤ 2"	> 2"	All Pressure	
PASSIVE SYSTEM	De-watering System			X		X		X	X	X	X	
	Sub-Slab Vent System	Perforated Horizontal Pipes		X		X		X	X	X	X	
		Gravel Blanket Thickness Under Impervious Membrane			2"		3"		3"	2"	4"	4"
		Gravel Thickness Surrounding Perforated Horizontal Pipes			2"		3"		3"	2"	4"	4"
		Vent Risers			X		X		X	X	X	X
	Impervious Membrane			X		X		X	X	X	X	
ACTIVE SYSTEM	Sub-Slab System	Mechanical Extraction System (See note 2)								X	X	
	Lowest Occupied Space System	Gas Detection System (See note 3)		X		X		X	X	X	X	
		Mechanical Ventilation (See Notes 3, 4, 5)			X		X		X	X	X	X
		Alarm System			X		X		X	X	X	X
	Control Panel			X		X		X	X	X	X	
MISC. SYSTEM	Trench Dam			X		X		X	X	X	X	
	Conduit or Cable Seal Fitting			X		X		X	X	X	X	
	Additional Vent Risers (See note 5)										X	

Table 5 - ACTIVATION THRESHOLDS FOR ACTIVE SYSTEM

		SYSTEM COMPONENT TRIGGERED BY DETECTORS AND GAS SENSORS		
		Detector in the Lowest Occupied Space		Gas Sensor in Vent Risers
System Name	System Component	More Than 10% LEL	More Than 25% LEL	More Than 75% LEL
Below Impervious Membrane System	Warning Annunciator			
	Mechanical Extraction Fan			X
Lowest Occupied Space System	Mechanical Ventilation	X	X	
	Alarm (audible and visible)		X	
	Warning Annunciator	X	X	X

NOTE:
* Gas Detection Control Panels as part of the Lowest Occupied Space Systems and Below Impervious Membrane Systems, shall determine the gas concentration using a time weighted average of 10 minutes.

- NOTES FOR TABLES 1A AND 1B:
- "x" = Indicates a required mitigation component
1. De-watering is not required when the maximum Historical High Ground Water Table Elevation, or projected post-construction ground water level, is more than 12 inches below the bottom of the Perforated Horizontal Pipes.
2. The Mechanical Extraction System shall be capable of providing an equivalent of a complete change of air 20 minutes of the total volume of the Gravel Blanket.
3. The mechanical ventilation system shall be capable of providing an equivalent of one complete change of the lowest occupied space every 15 minutes.
4. Vent openings to comply with Item IV.B.4 on sheet 1 may be used in lieu of mechanical ventilation.
5. The total quantity of the installed Vent Risers shall be increased to twice the rate for the Passive System.

Table 2 - SPACING OF PERFORATED HORIZONTAL PIPES AND NUMBER OF VENT RISERS

MIN. VENT RISERPIPE DIAMETER (inches)	MAX. SUB-SLAB PERFORATED HORIZONTAL PIPE SPACING (feet)	MAX. SUB-SLAB COMBINATION PERFORATED HORIZONTAL PIPE FOR DEWATERING AND VENT SPACING (feet)	NUMBER OF VENT RISER PER BUILDING FOOTPRINT AREA (square feet)
1 1/2	12.5	Not allowed	1/1,250 (min of 2 risers)
2	25	Not allowed	1/2,500 (min of 2 risers)
2 1/2	50	Not allowed	1/5,000 (min of 3 risers)
3	75	Not allowed	1/7,500 (min of 4 risers)
4	100	50	1/10,000 (min of 4 risers)

- NOTE:
1. Riser length shall be a maximum of 100' measured along solid pipe (including bends).
2. Vent Risers max spacing shall be 100' measured between vent risers.
3. When the application of the spacing and location requirement of this table results in the requirement of a fractional number of Vent Risers, any fraction shall be construed as one Vent Riser.
4. Horizontal pipes shall always be equal or larger in diameter than the vertical risers.
5. Building Footprint shall be defined as the area in square feet contained within the exterior walls at or below the grade level.
6. Vent Risers shall be located as per the above table for buildings with footprint areas covering up to 100,000 square feet.
7. Vent Risers in buildings with footprint area covering over 100,000 square feet may use the minimum standards in the above table or an alternate method justified by engineering calculations approved by the LADBS.
8. Number of required vent risers shall be determined by the selected riser pipe diameter and the rate of vent riser per building footprint area.

Table 6 - DETECTOR SPACING

ROOM FLOOR AREA OR CONCEALED SPACE AREA (square feet)	NUMBER OF DETECTORS *	
	WITH HEATING, VENTILATION AND AIR CONDITIONING	WITHOUT HEATING, VENTILATION AND AIR CONDITIONING
10,000 and More	Minimum of 3 Detectors plus one for every 20,000 and fraction thereof in excess of 10,000	Minimum of 6 Detectors plus one for every 2,500 and fraction thereof
More Than 5,000 and Less Than 10,000	3 Detectors	Minimum of 2 Detectors plus one for every 2,500 and fraction thereof
More Than 1,000 and Up to 5,000	2 Detectors	Minimum of 1 Detector plus one for every 2,500 and fraction thereof
0 and Up to 1,000	1 Detector	1 Detector

NOTE:
* In addition to the required number of Detectors in this table, there shall be at least one Detector in each elevator shaft and enclosed stairway.

SITE ADDRESS:

LEGAL DESCRIPTION:
OWNER:

STANDARD PLAN:
METHANE HAZARD MITIGATION
Not to be used for Playa Vista Phase I Projects

Table 7 - OUTDOOR HAZARDOUS AREA CLASSIFICATION *

LOCATION	PAVEMENT SIZE	METHANE DESIGN LEVEL	MEASURED SOIL GAS CONCENTRATION (ppmv)	MEASURED SOIL GAS PRESSURE (inches of water)	HAZARDOUS AREA CLASSIFICATION
Below finished grade	None	I, II, III or IV	Less than 12,500	Less than 2	Unclassified
		I, II, III or IV	Less than 12,500	Greater than 2	5' or less depth; Unclassified 5' to 10' depth; Class I, Division 2
		V	Greater than 12,500	N/A	Over 10' depth; Class I, Division 1
Below finished grade with pavement greater than 15' from the outside wall of a building or structure *	Less than 5,000 sq. ft. or Greater than 5,000 sq. ft. & Less than 25' in width	I, II, III or IV	Less than 12,500	Less than 2	Unclassified
		I, II, III or IV	Less than 12,500	Greater than 2	5' or less depth; Unclassified 5' to 10' depth; Class I, Division 2
		V	Greater than 12,500	N/A	Over 10' depth; Class I, Division 1
Below finished grade with pavement greater than 15' from the outside wall of a building or structure *	Greater than 5,000 sq. ft.	I, II or III	Less than 5,000	Less than 2	Unclassified
		IV	Less than 12,500 but more than 5,000	Less than 2	2.5' or less depth; Unclassified 2.5' to 10' depth; Class I, Division 2
		I, II, III or IV	Less than 12,500	Greater than 2	Over 10' depth; Class I, Division 1
		V	Greater than 12,500	N/A	10' or less depth; Class I, Division 2 Over 10' depth; Class I, Division 1
Below finished grade with pavement less than or equal to 15' from the outside wall of a building or structure	Greater than 5,000 sq. ft.	I, II or III	Less than 5,000	Less than 2	2.5' or less depth; Unclassified 2.5' to 10' depth; Class I, Division 2
		IV	Less than 12,500 but more than 5,000	Less than 2	Over 10' depth; Class I, Division 1
		I, II, III or IV	Less than 12,500	Greater than 2	10' or less depth; Class I, Division 2
		V	Greater than 12,500	N/A	Over 10' depth; Class I, Division 1
	Less than 5,000 sq. ft.	I, II, III or IV	Less than 12,500	Less than 2	Class I, Division 1
		I, II, III or IV	Less than 12,500	Greater than 2	Unclassified
Sump Pump Pit	Totally Submerged	N/A	N/A	N/A	Unclassified
	Partially Submerged				Class I, Division 2
	Dry				Class I, Division 1
Above Grade	Regardless	N/A	N/A	N/A	Unclassified

NOTE:
* Unpaved open areas, such as planters or landscaping not less than 3' x 3' spaced at less than or equal to 50' from each others edge, the area in between them shall be treated as an area that is less than 5,000 sq. ft.. If the space in between them exceeds 50', that area can be construed as less than 5,000 sq. ft. provided that the conduit or cable is installed in a trench and back filled with 3/4-inch aggregate or gravel up to the grade.

Table 9 - BUILDING HAZARDOUS AREA CLASSIFICATION

LOCATION	METHANE DESIGN LEVEL	MEASURED SOIL GAS CONCENTRATION (ppmv)	MEASURED SOIL GAS PRESSURE (inches of water)	HAZARDOUS AREA CLASSIFICATION
Below Impervious Membrane	I or II	Less than 1,000	Less than 2	Unclassified
	III or IV	Less than 12,500 but more than 1,000	Less than 2	10' or less depth; Class I, Division 2 Over 10' depth; Class I, Division 1
	I, II, III or IV	Less than 12,500	Greater than 2	Class I, Division 1
	V	Greater than 12,500	N/A	
Below grade within the raised floor foundation or lowest building slab without an Impervious Membrane	I, II, III or IV	Less than 12,500	Less than 2	10' or less depth; Class I, Division 2 Over 10' depth; Class I, Division 1
	I, II, III or IV	Less than 12,500	Greater than 2	Class I, Division 1
	V	Greater than 12,500	N/A	
Above grade within the raised floor foundation footing without an Impervious Membrane but with adequate ventilation per Standard Plan	I, II, III or IV	Less than 12,500	Less than 2	Unclassified
	I, II, III or IV	Less than 12,500	Greater than 2	Class I, Division 2
	V	Greater than 12,500	N/A	
Above Impervious Membrane, but below the lowest building slab or raised floor foundation	I, II, III or IV	Below Impervious Membrane Less than 12,500	Below Impervious Membrane Greater than 2	Unclassified
	I, II, III or IV	Below Impervious Membrane Less than 12,500	Below Impervious Membrane Less than 2	
	V	Below Impervious Membrane Greater than 12,500	N/A	Class I, Division 2
Above Impervious Membrane, through the lowest building slab or Above slab	N/A	N/A	N/A	Unclassified
Sump Pump Pit	Totally Submerged	N/A	N/A	Unclassified
	Partially Submerged			Class I, Division 2
	Dry			Class I, Division 1

Table 8 - VENT RISER HAZARDOUS AREA CLASSIFICATION

LOCATION	POWER VENTILATED	HEMISPHERICAL DISTANCE FROM THE RIM OF THE VENT, A JOINT OR A FITTING	HAZARDOUS AREA CLASSIFICATION
Vent Outlet	No	Within 0 to 3 feet	Class I, Division 1
		Within 3 feet to 5 feet	Class I, Division 2
		Over 5 feet	Unclassified
	Yes	Within 0 to 5 feet	Class I, Division 1
		Within 5 feet to 10 feet	Class I, Division 2
		Over 10 feet	Unclassified
Joints and fittings not enclosed within wall spaces*	N/A	Within 0 to 3 feet Over 3 feet	Class I, Division 2 Unclassified
Joints and fittings in framed walls*	N/A	Any distance within the frame stud bay	Class I, Division 1
In the Vent System	N/A	N/A	Class I, Division 1
Gas Sampling Port	N/A	Within 0 to 3 feet	Class I, Division 2
Mechanical extraction vent with direct drive blade motor with a mechanical check valve in the outlet of the motor duct.	Yes	N/A	Unclassified
Mechanical extraction vent with direct drive blade motor without a check valve in the outlet of the motor duct.	Yes	Within 0 to 3 feet	Class I, Division 2

NOTE:
* The hazardous area designation for these areas is considered as unclassified under any one of the following conditions:
a. All joints and fittings are welded in approved manner,
b. Approved double walled vent risers are provided, or
c. Approved four inch or smaller threaded steel pipe venting system or equivalent approved piping system is installed.

SITE ADDRESS:

LEGAL DESCRIPTION:

OWNER:

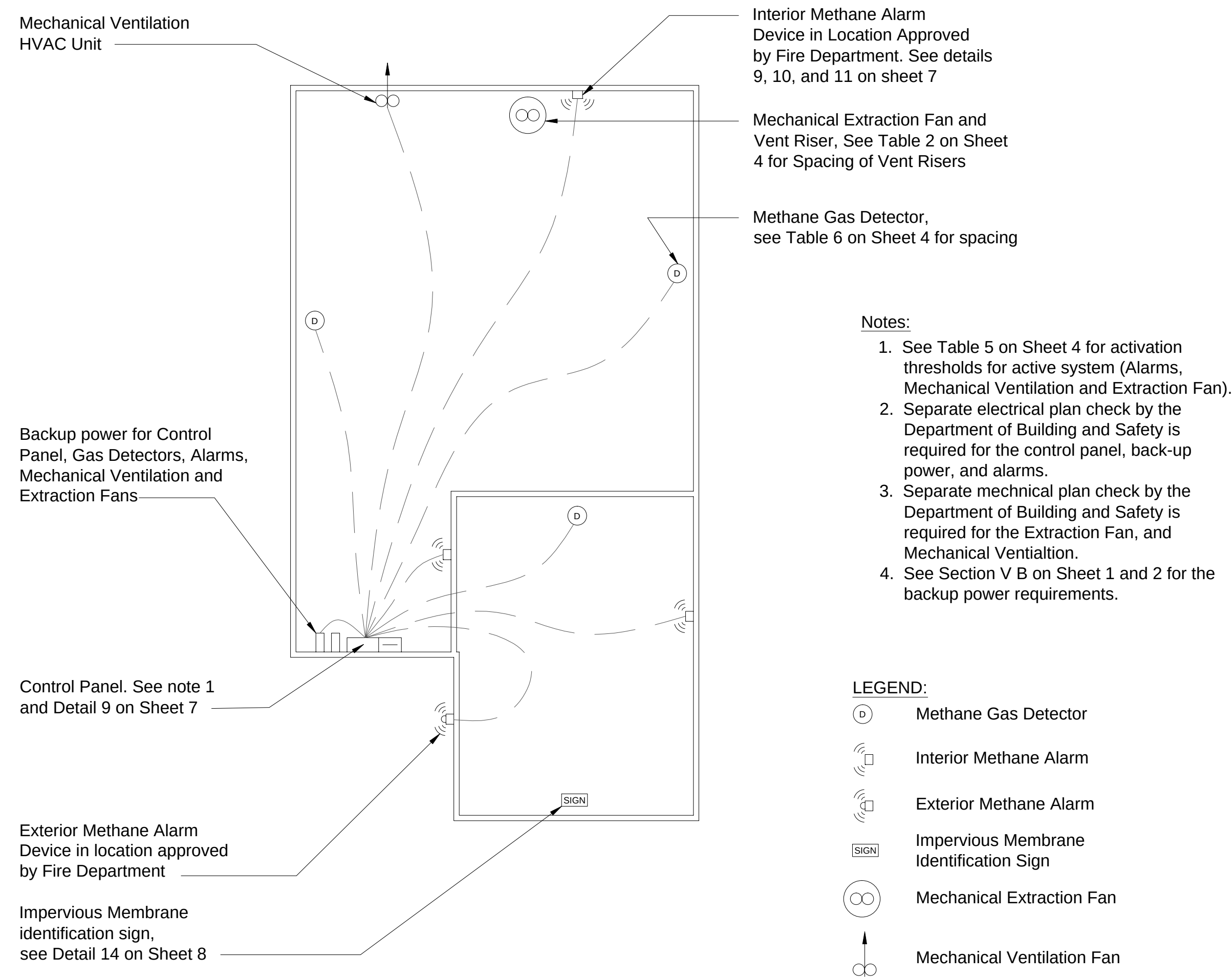
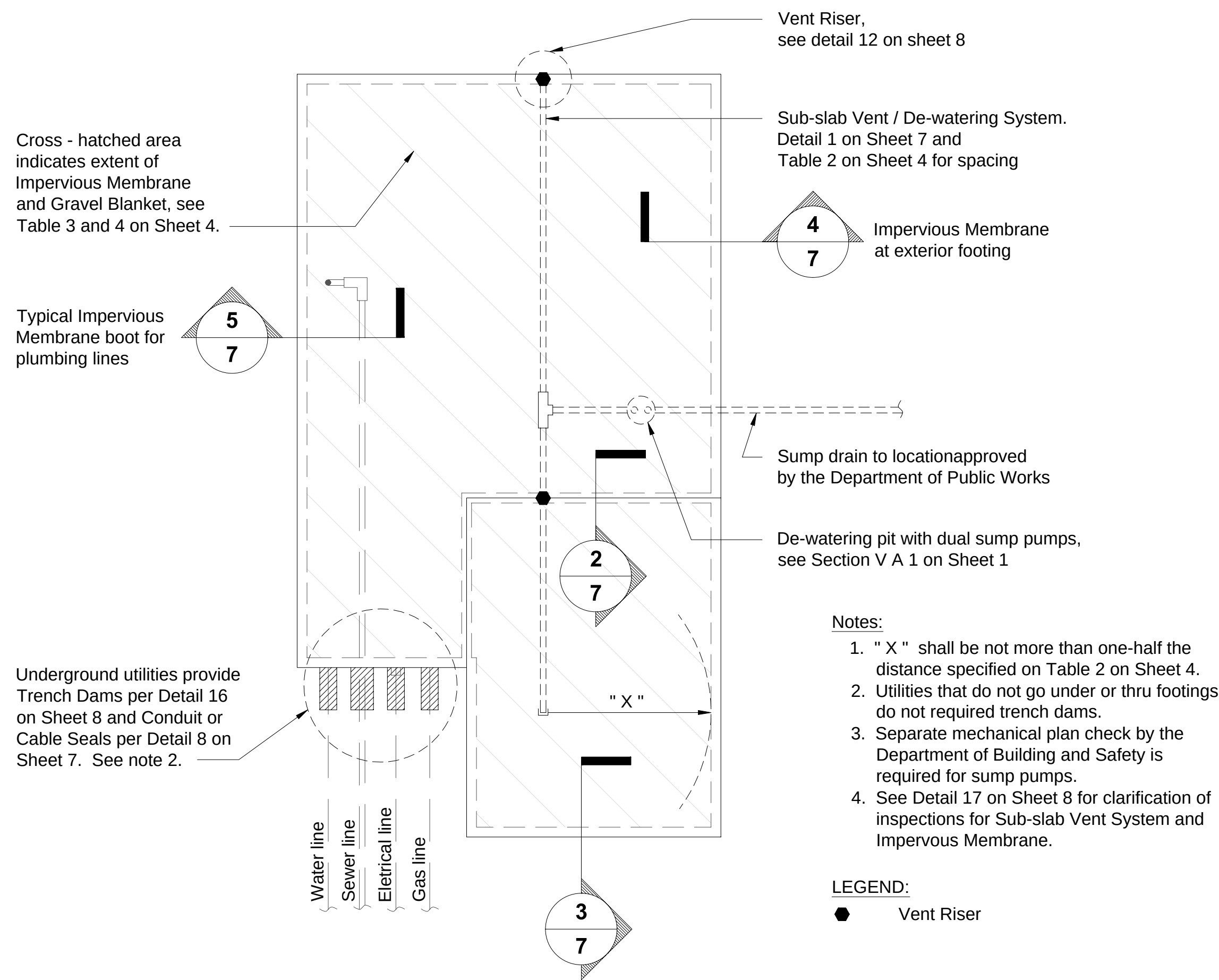
STANDARD PLAN:

METHANE HAZARD MITIGATION

Not to be used for Playa Vista Phase I Projects

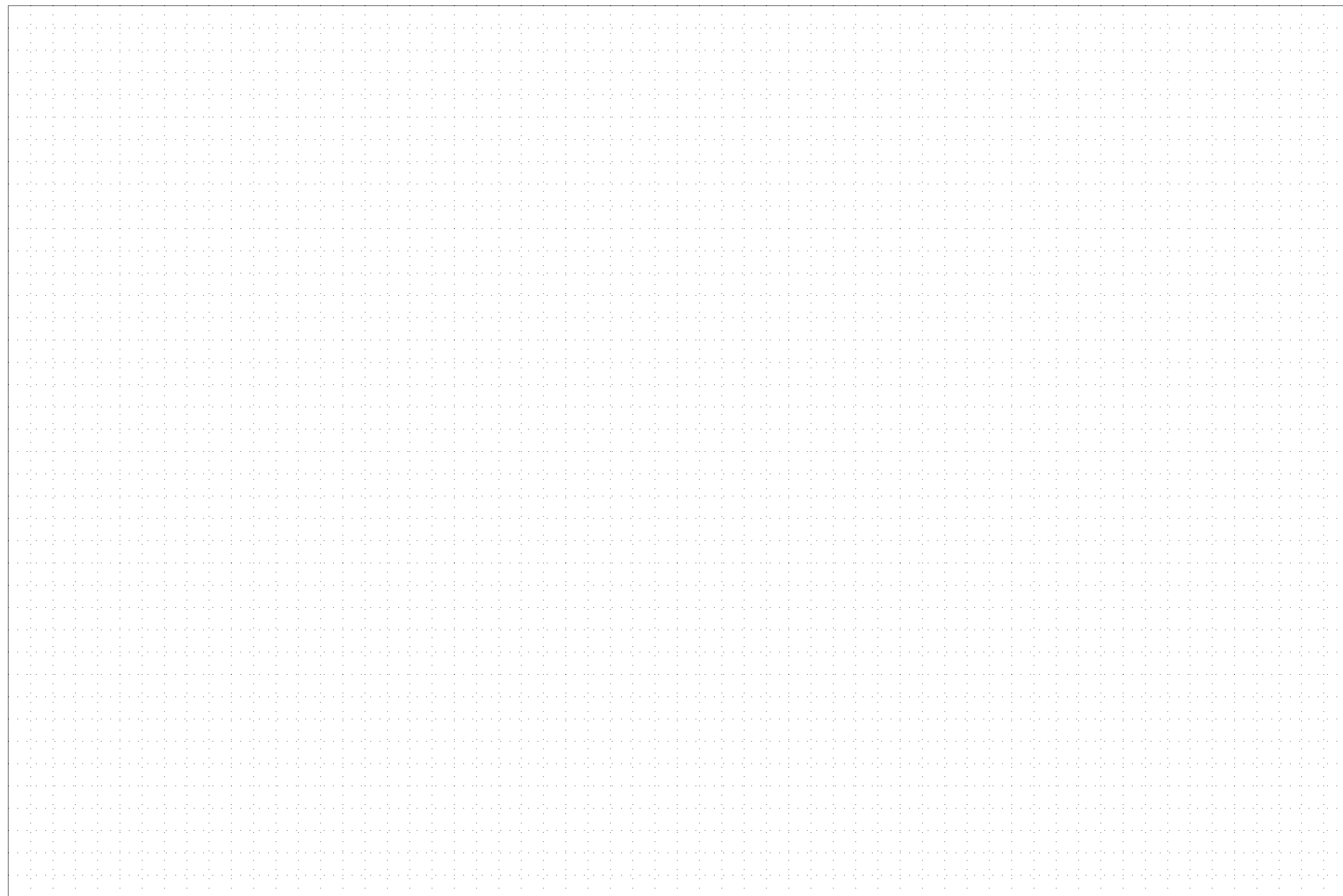
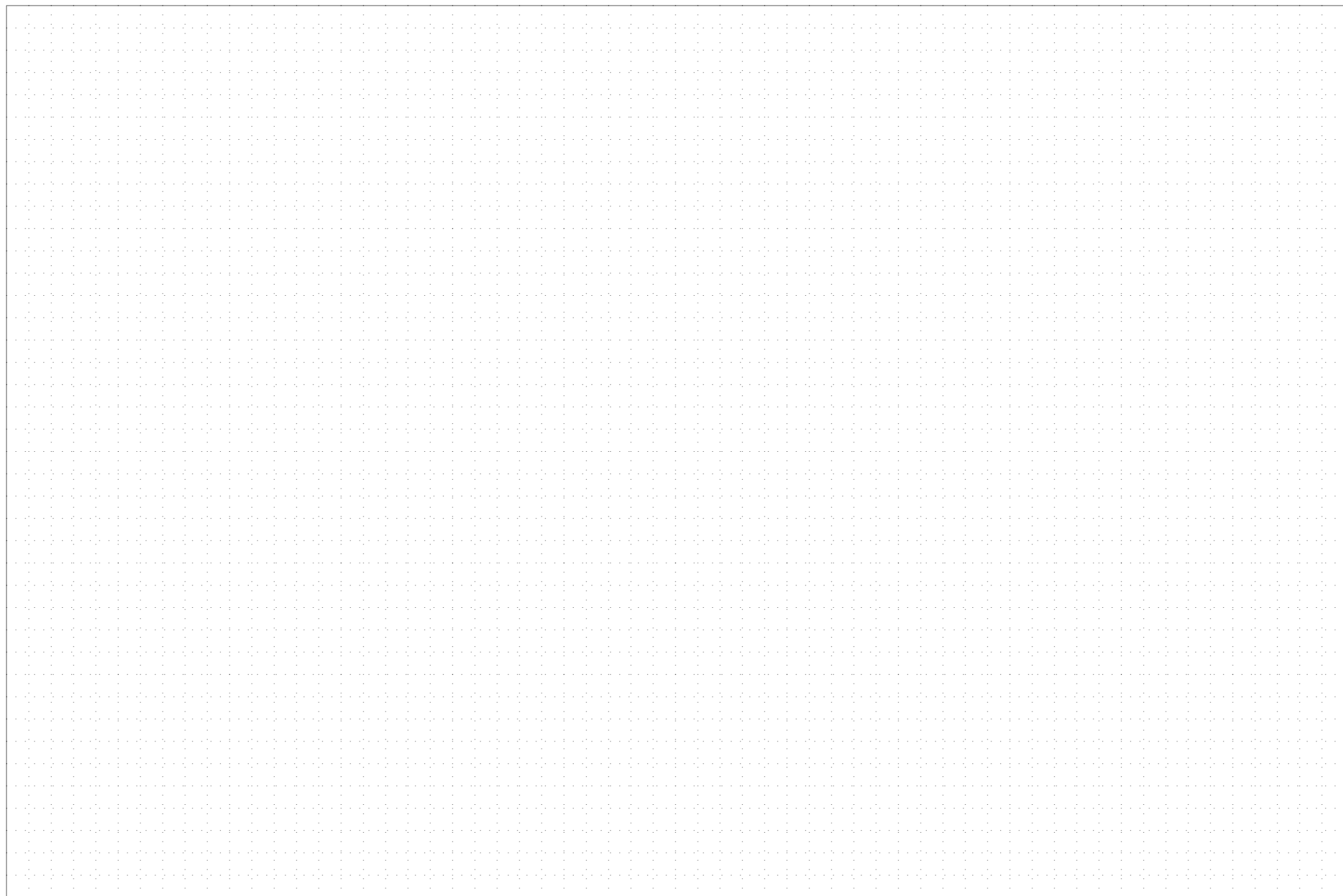
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Sample Plan For Below Slab Methane Mitigation Components

Sample Plan For Above Slab Methane Mitigation Components



Below Slab Methane Mitigation Components

Above Slab Methane Mitigation Components

SITE ADDRESS:
LEGAL DESCRIPTION:
OWNER:

STANDARD PLAN:
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Rev.: 02/10/10
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Alternative A:
No Groundwater

Gravel Blanket under Impervious Membrane

Finished floor

2" thick sand or 1" thick lean concrete mix above Impervious Membrane

Impervious Membrane

Perforated Horizontal Vent Pipe

Gravel Blanket around Perforated Horizontal Vent Pipe

Alternative B:
Groundwater

Gravel Blanket under Impervious Membrane

Finished floor

2" thick sand or 1" thick lean concrete mix above Impervious Membrane

Impervious Membrane

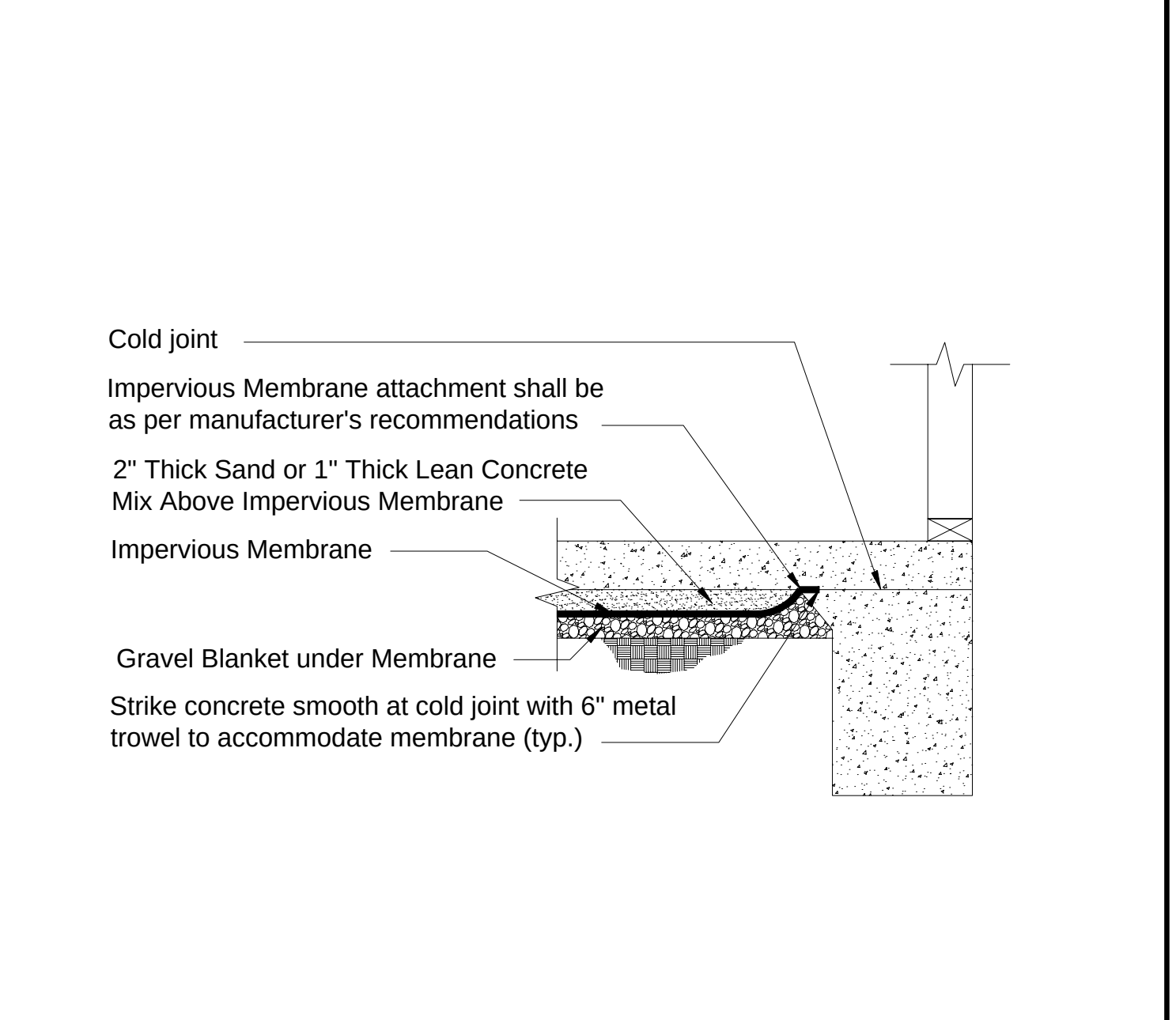
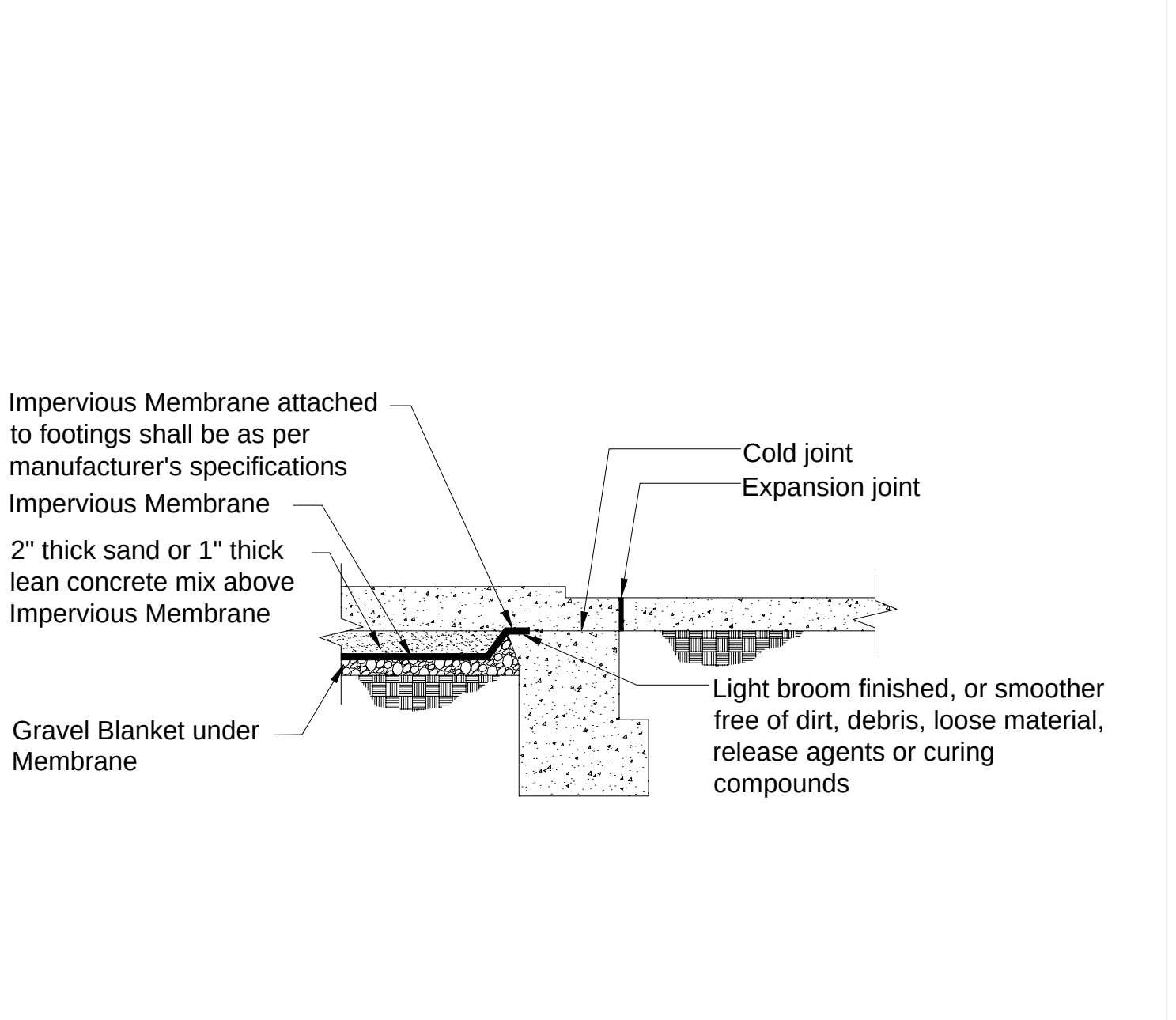
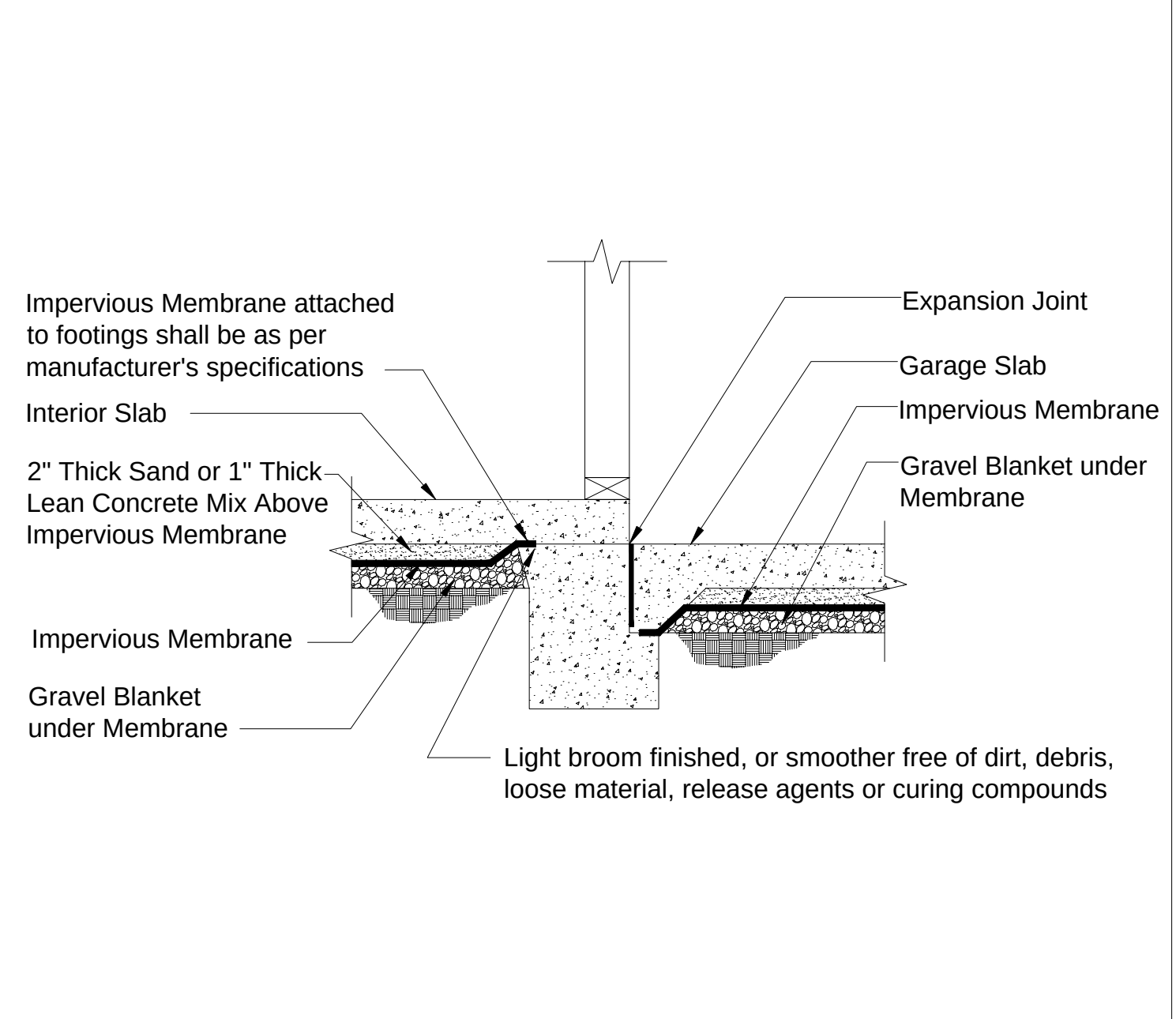
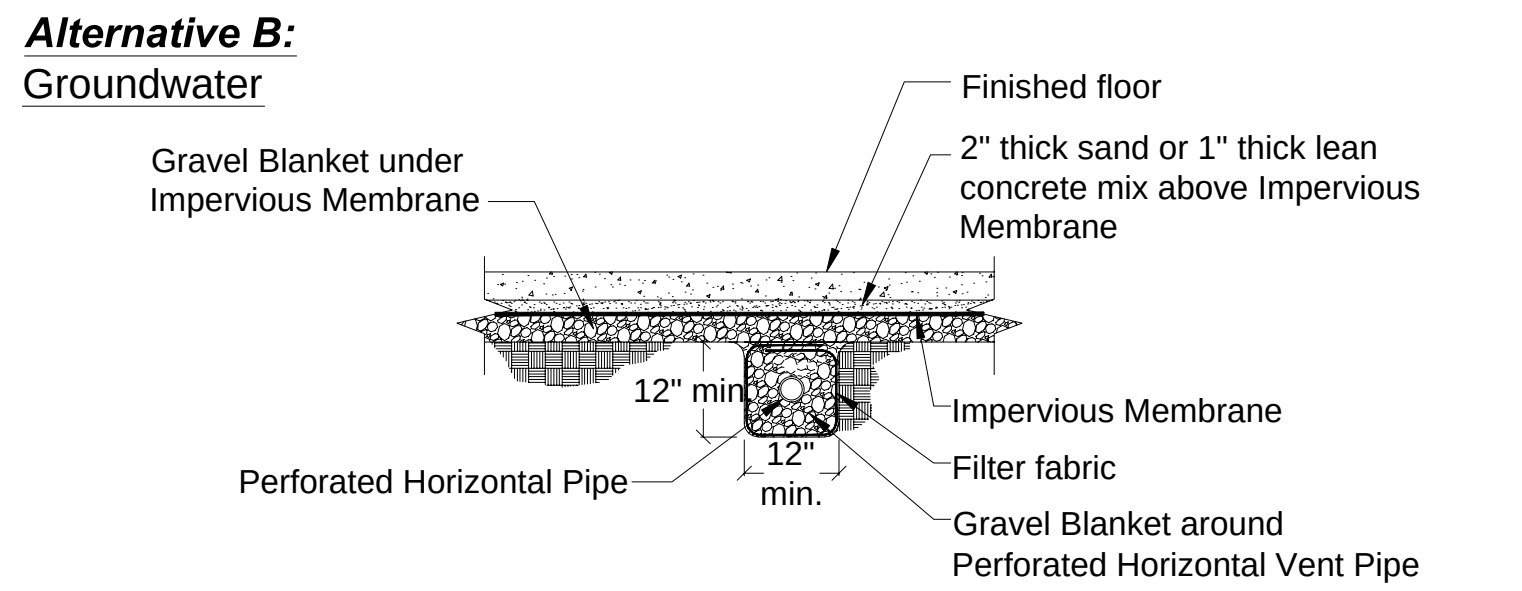
Perforated Horizontal Pipe

Gravel Blanket around Perforated Horizontal Vent Pipe

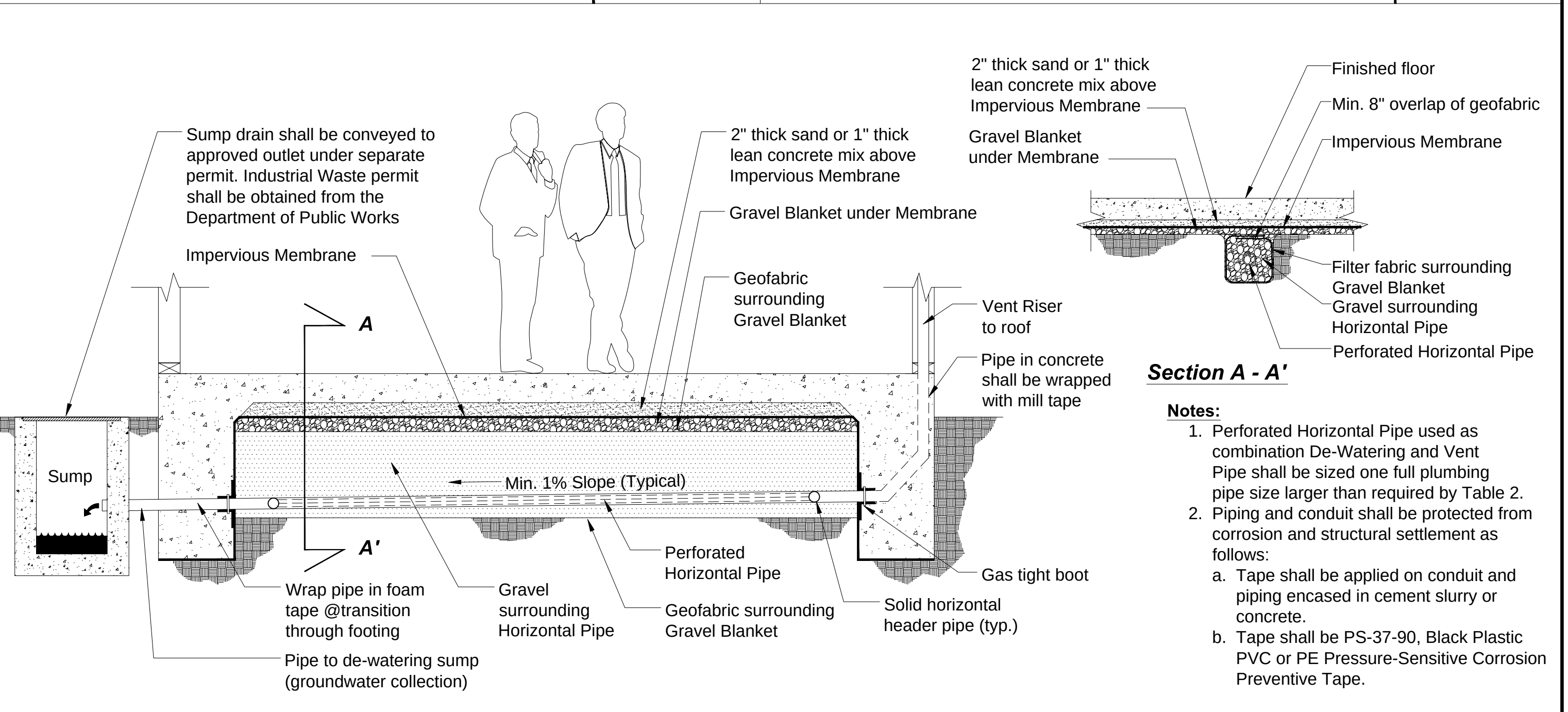
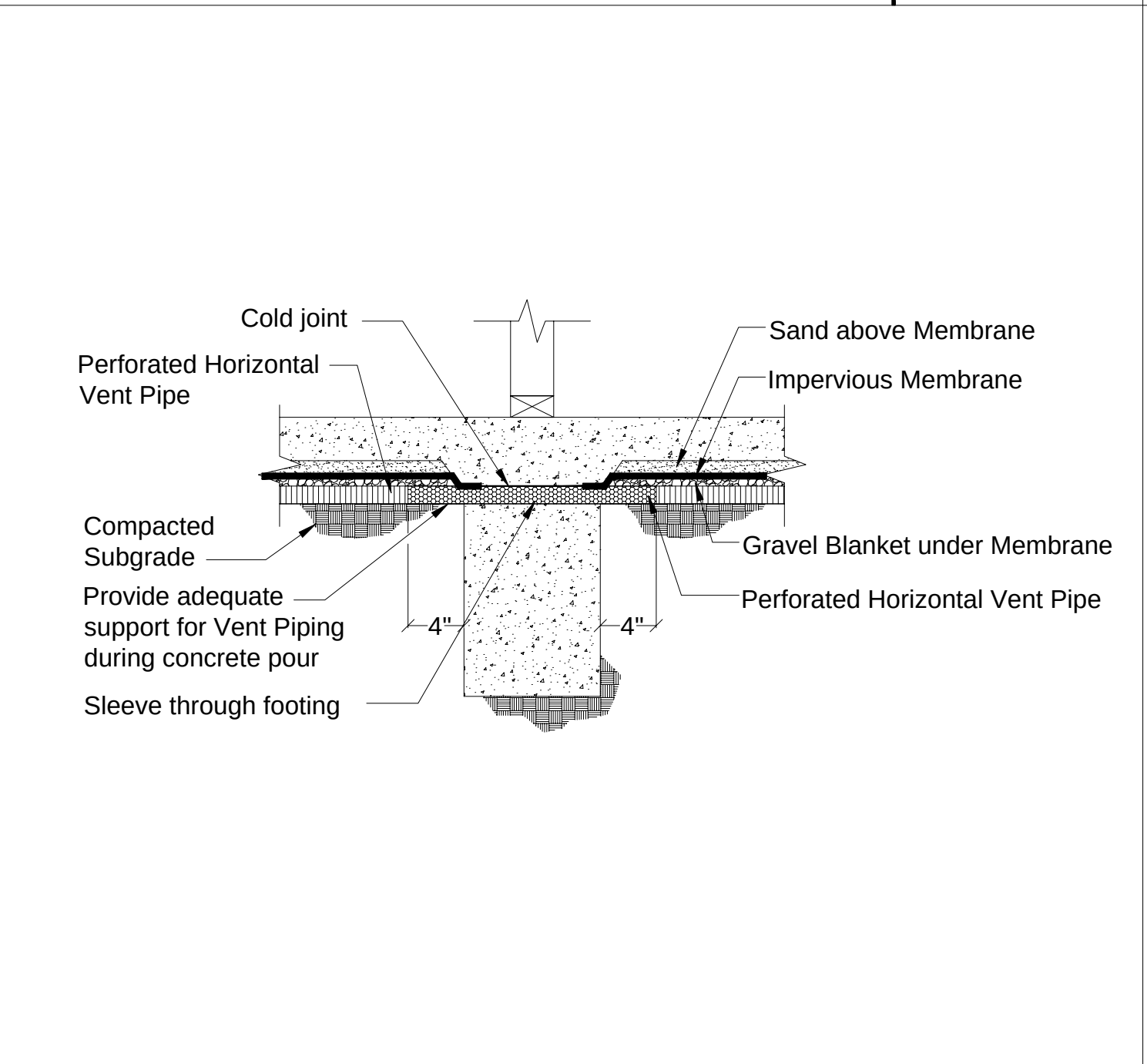
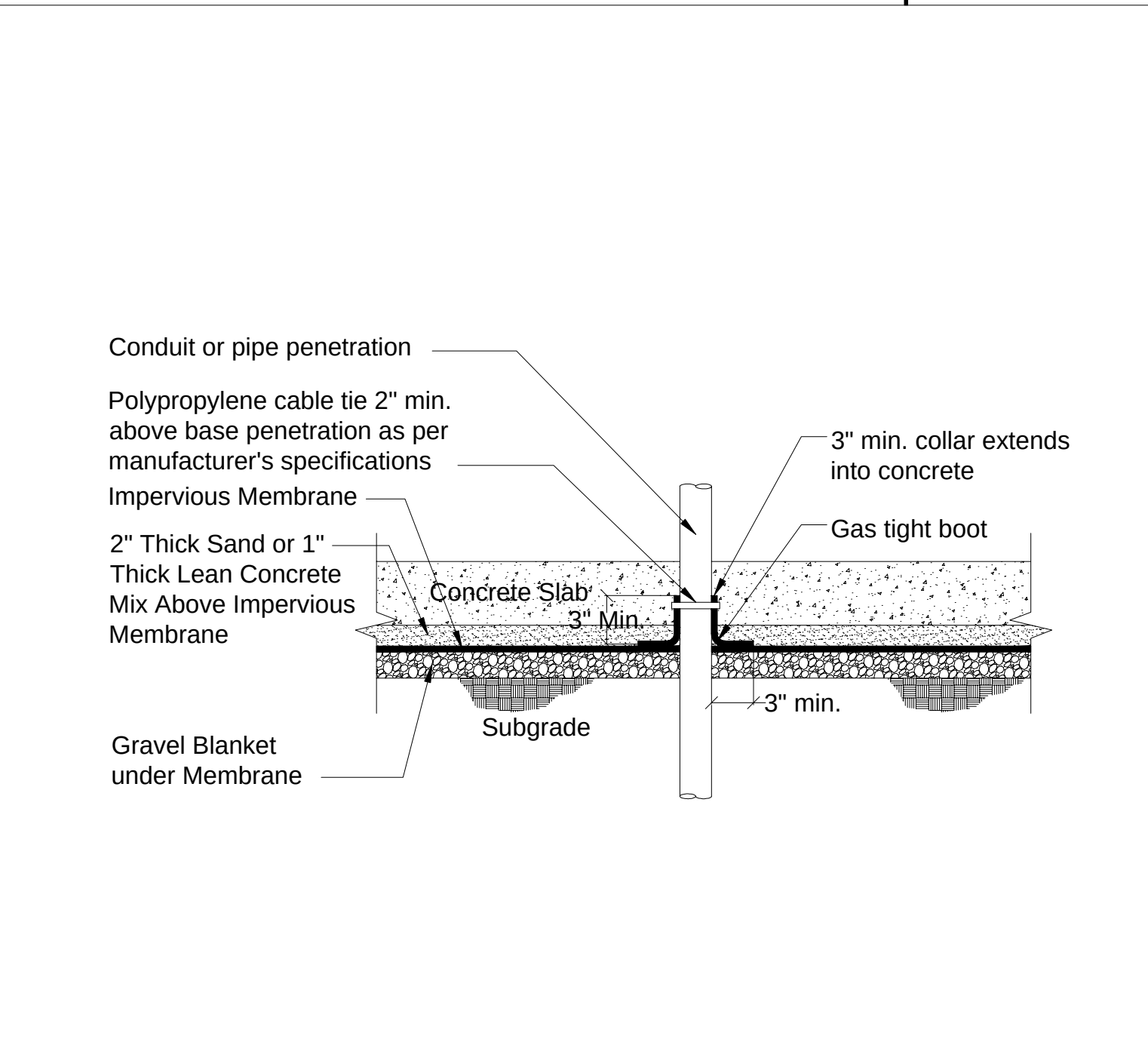
Filter fabric

12" min.

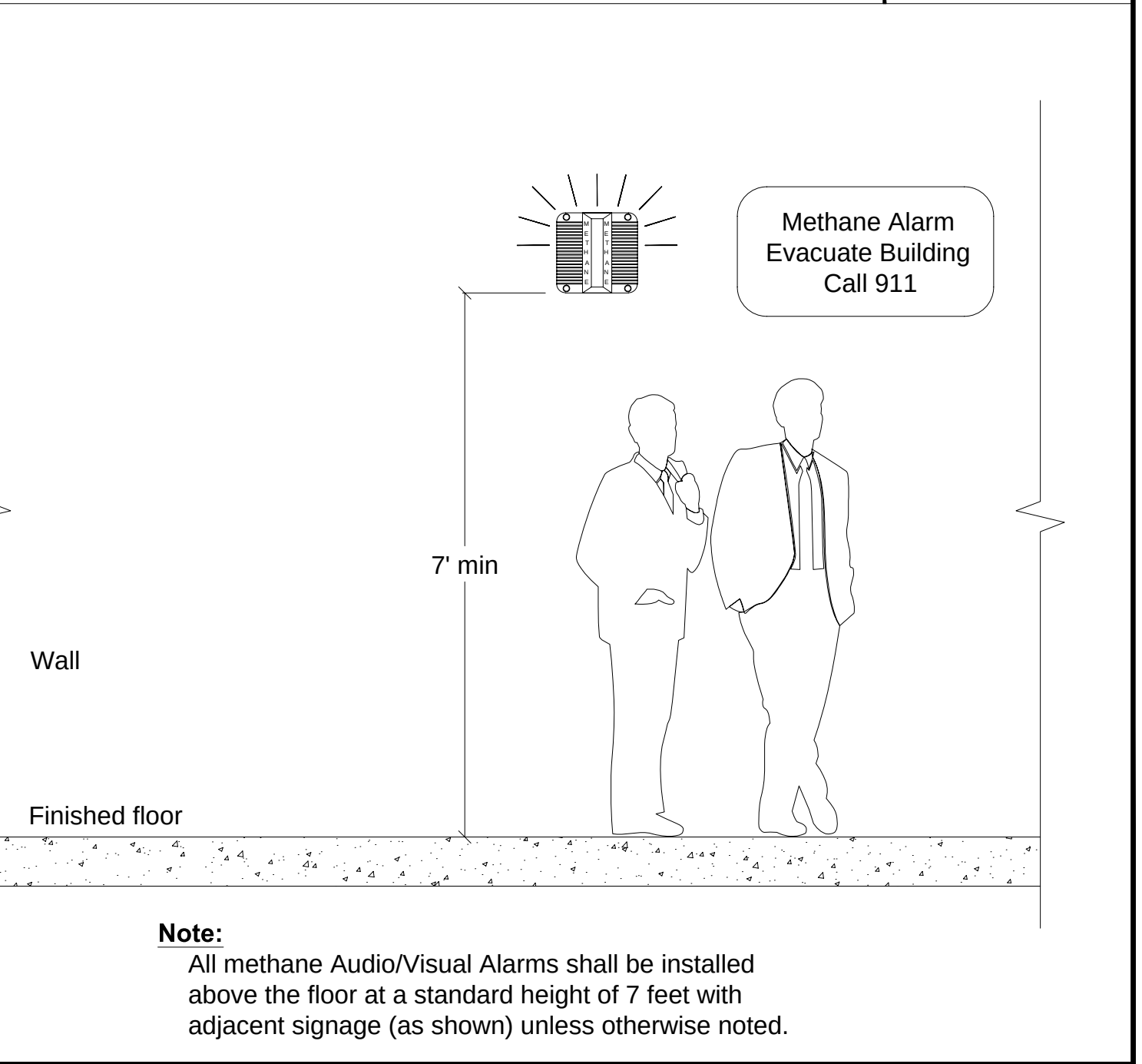
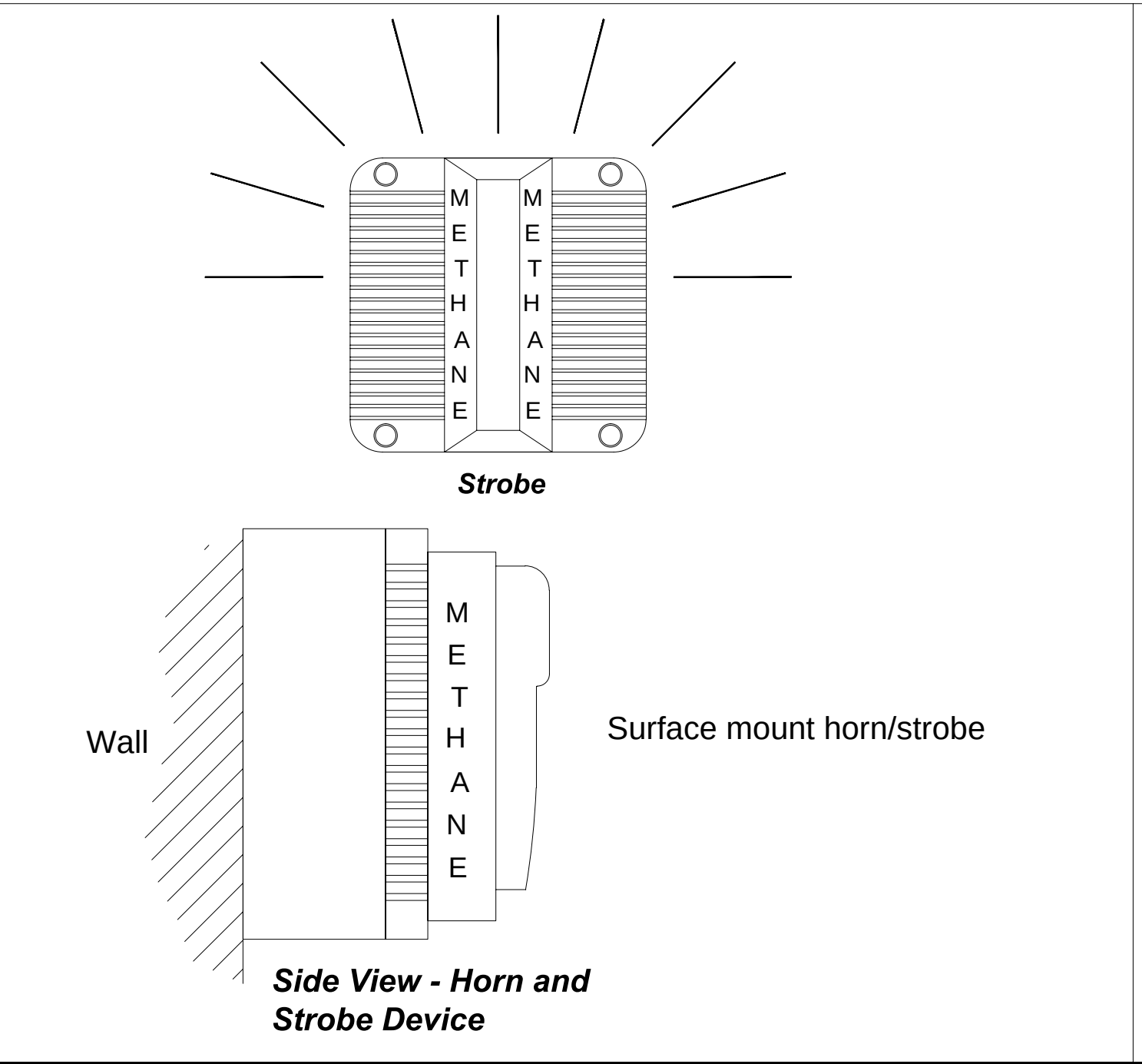
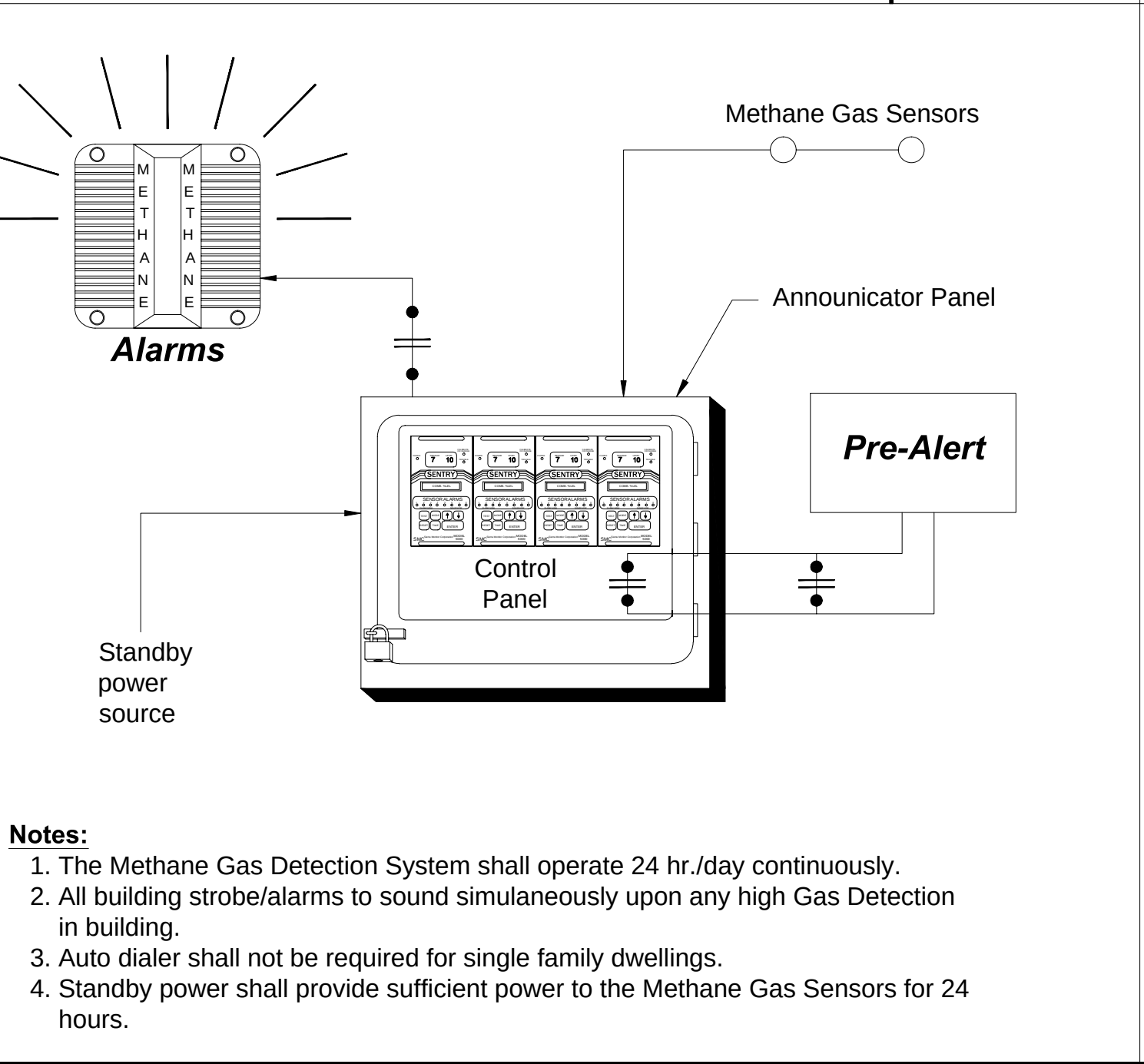
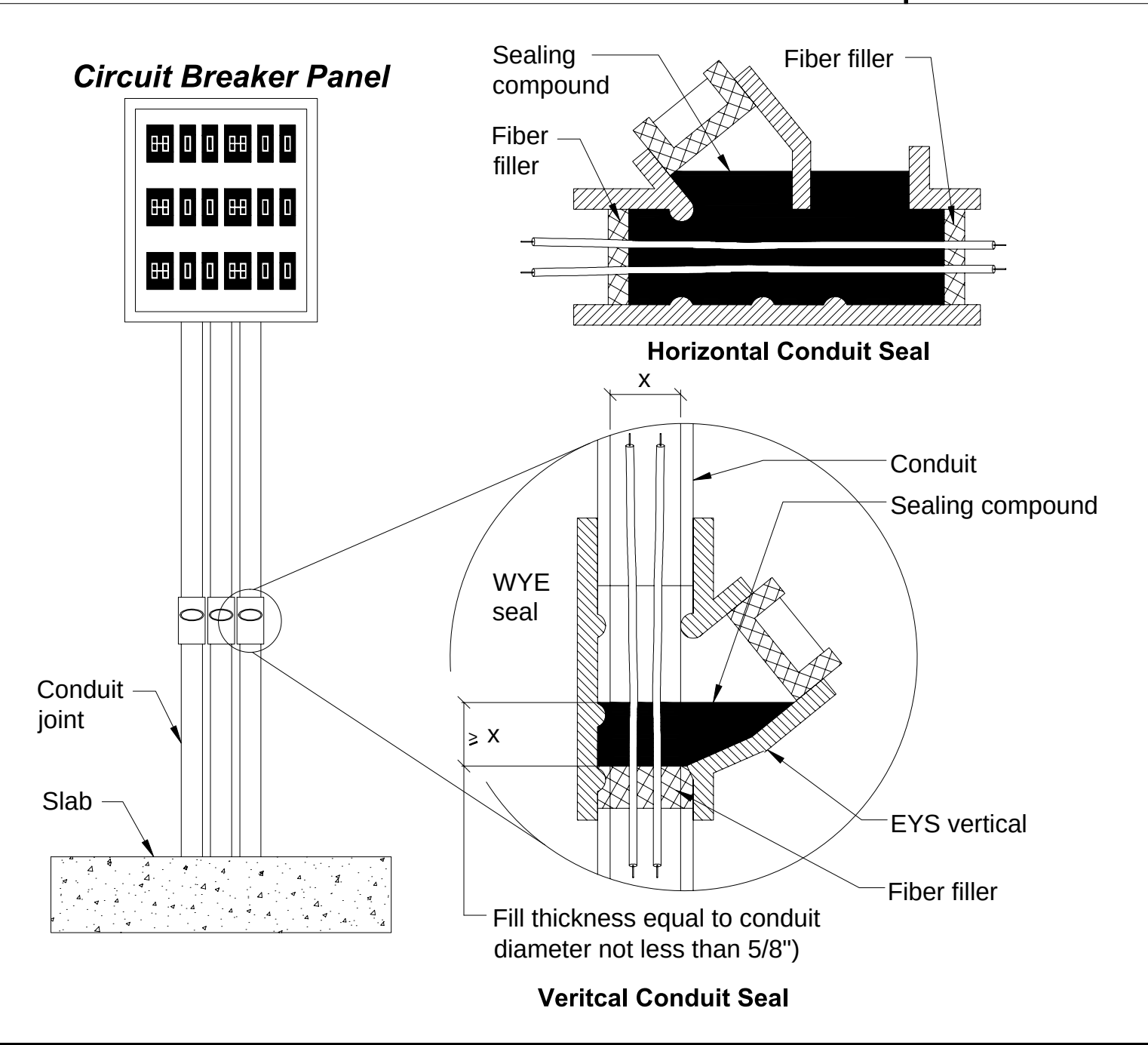
12" min.



Sub-Slab Vent System



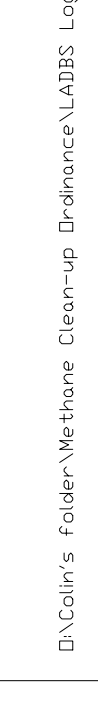
Membrane Boot	Detail 5	Vent Pipe at Interior Footing	Detail 6	Combination De-Watering and Vent Pipe	Detail 7
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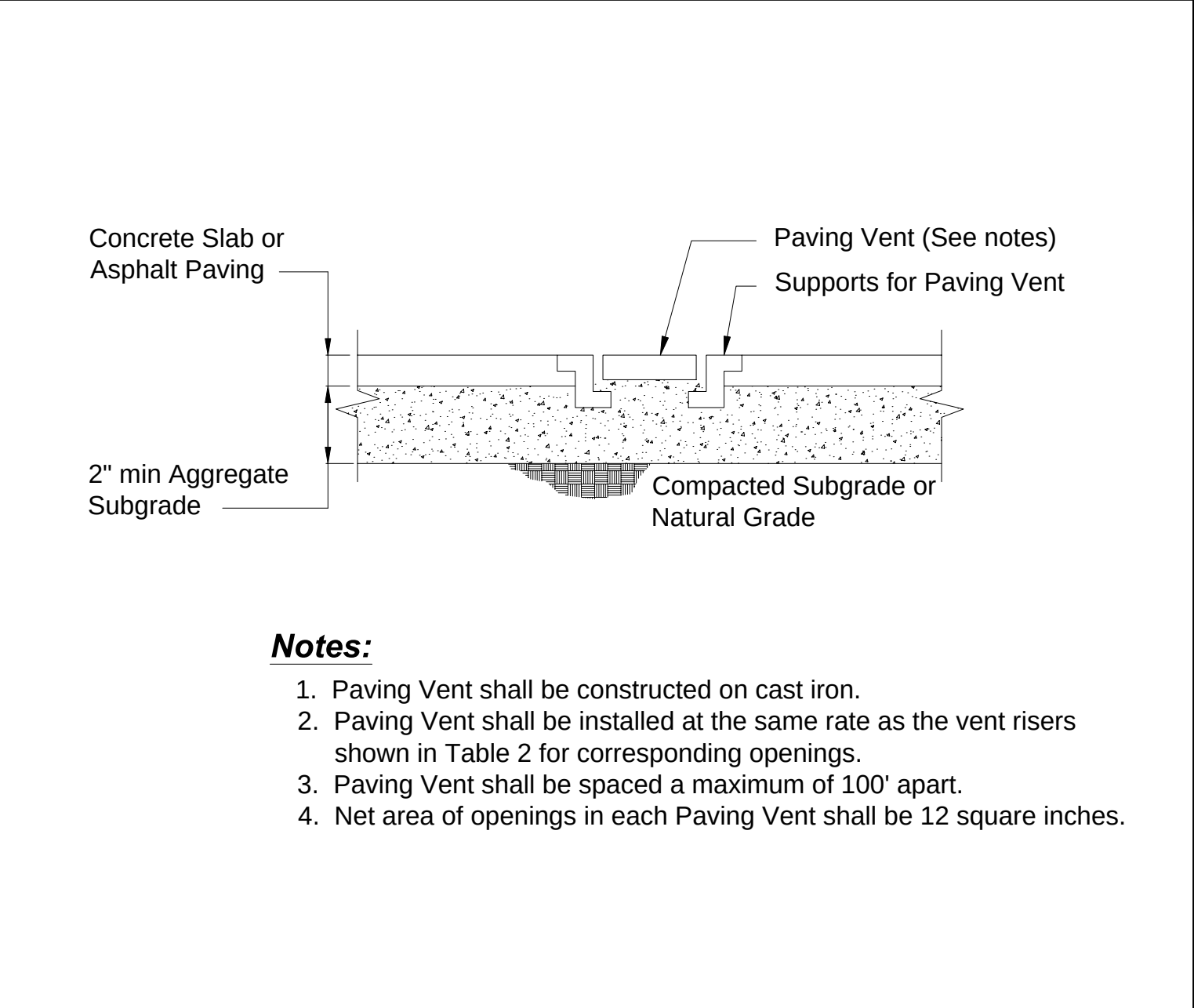
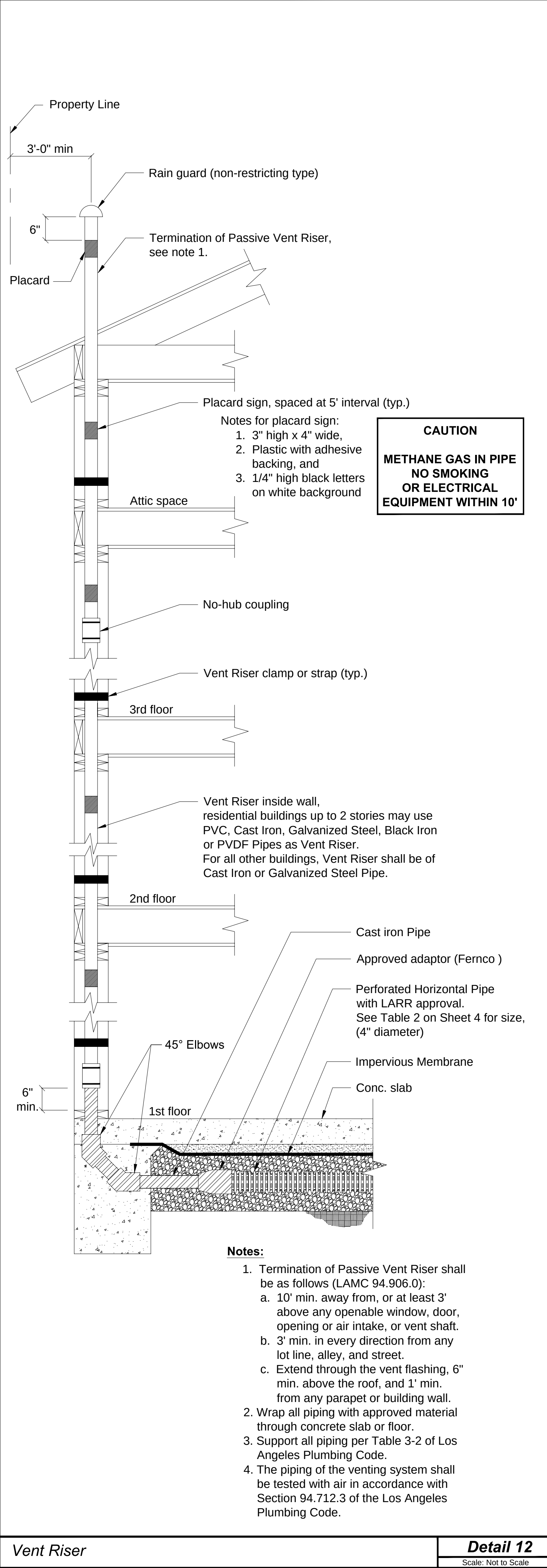


Conduit Seal	Detail 8	Methane Detection System	Detail 9	Methane Alarm Device - Horn and Strobe Combination	Detail 10	Methane Alarm Device Mount	Detail 11
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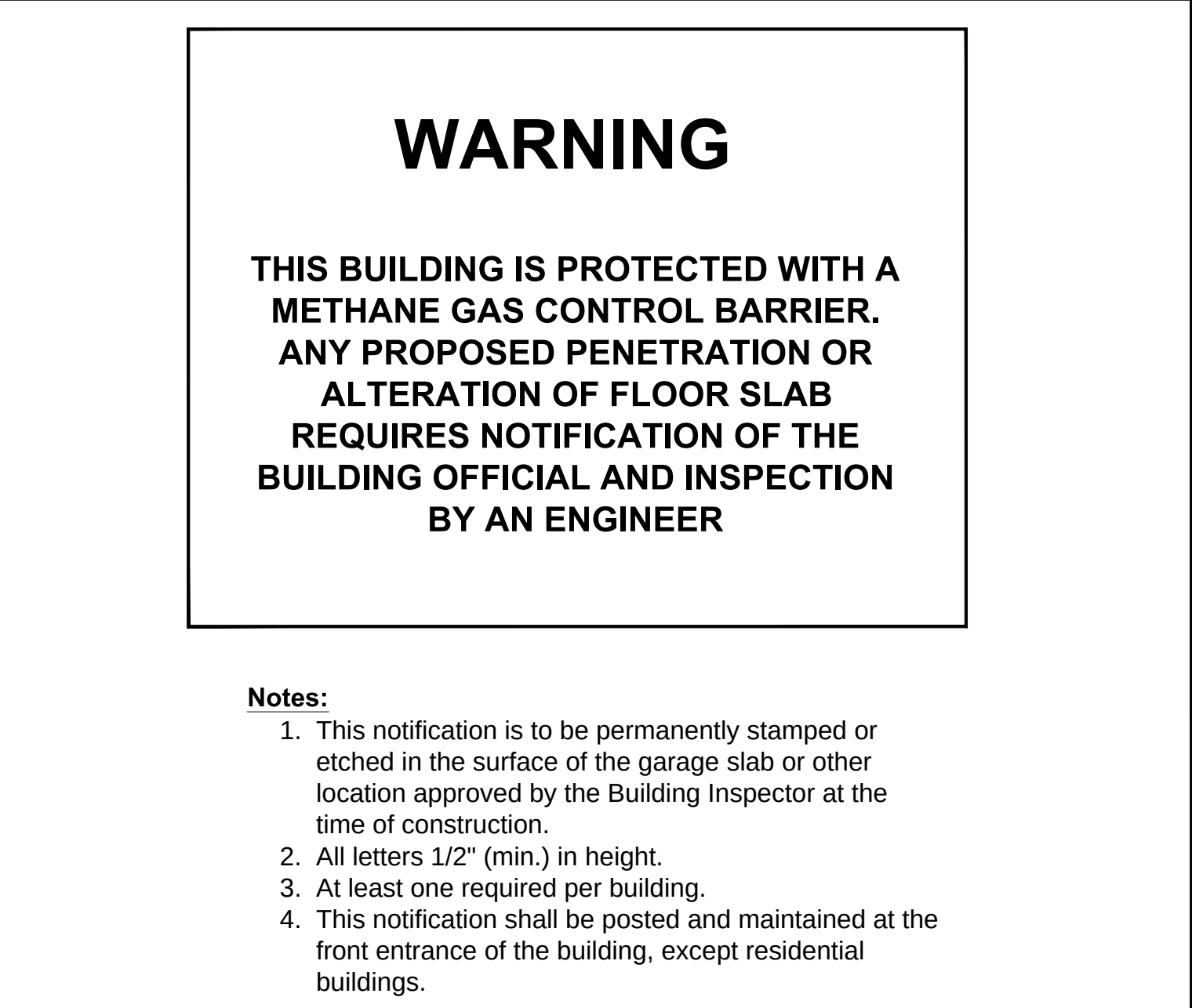
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LEGAL DESCRIPTION: _____
OWNER: _____

STANDARD PLAN:
METHANE HAZARD MITIGATION
Not to be used for Playa Vista Phase I Projects

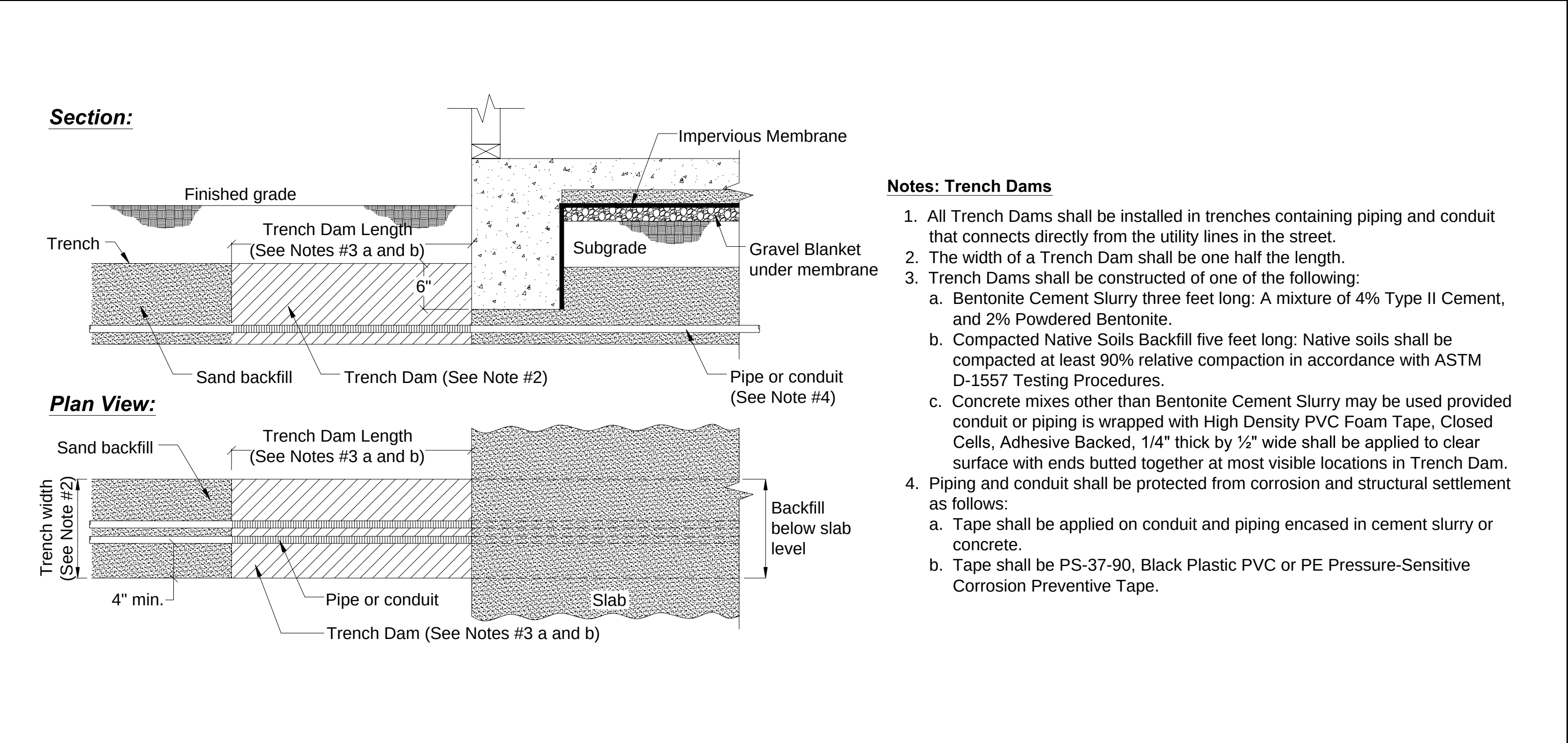
	
Rev.:	02/10/10
Date:	02/01/06
Scale:	Not to Scale
Drawn:	
Job:	
Sheet:	
Sheet 7 of 8	



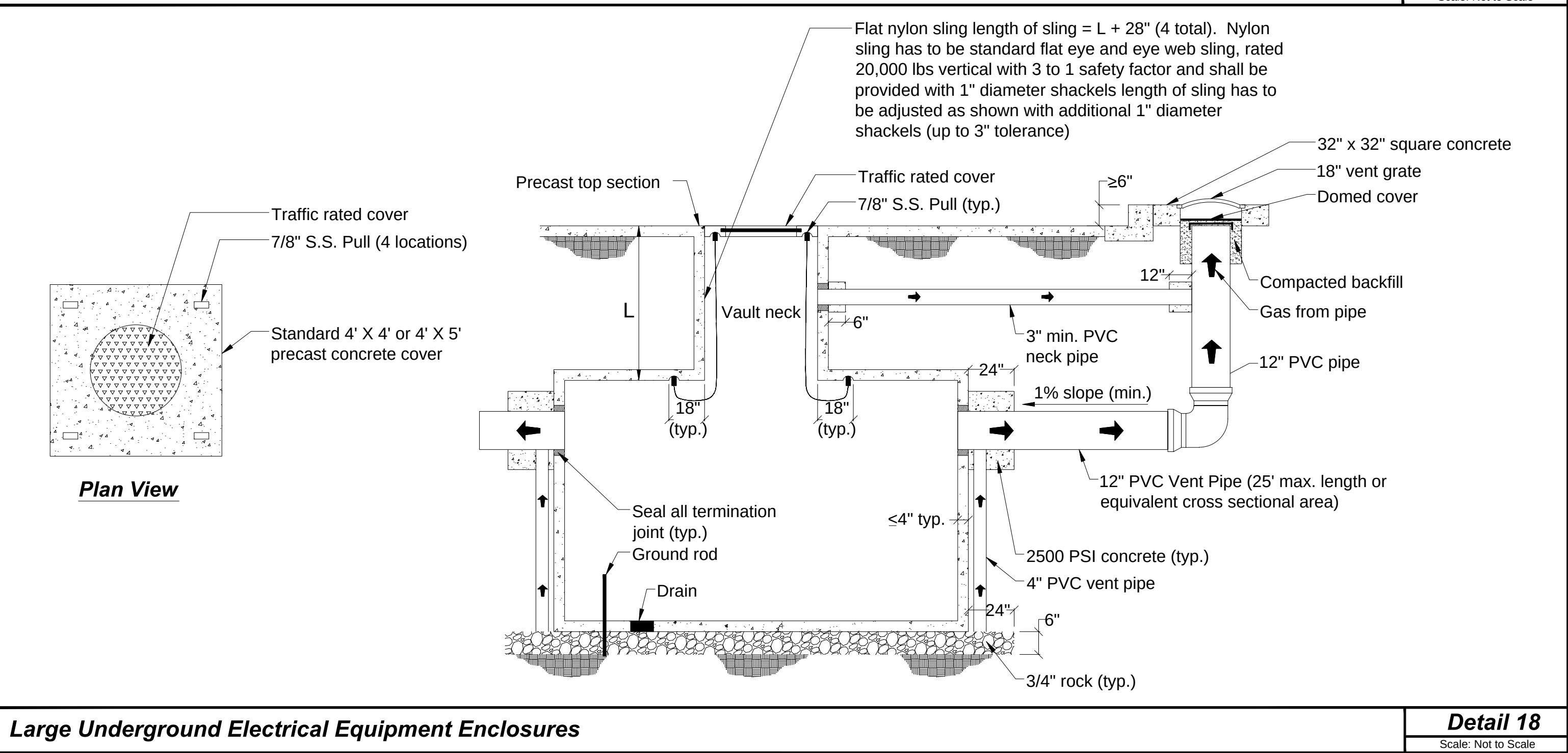
Paved Areas Venting **Detail 13**
Scale: Not to Scale



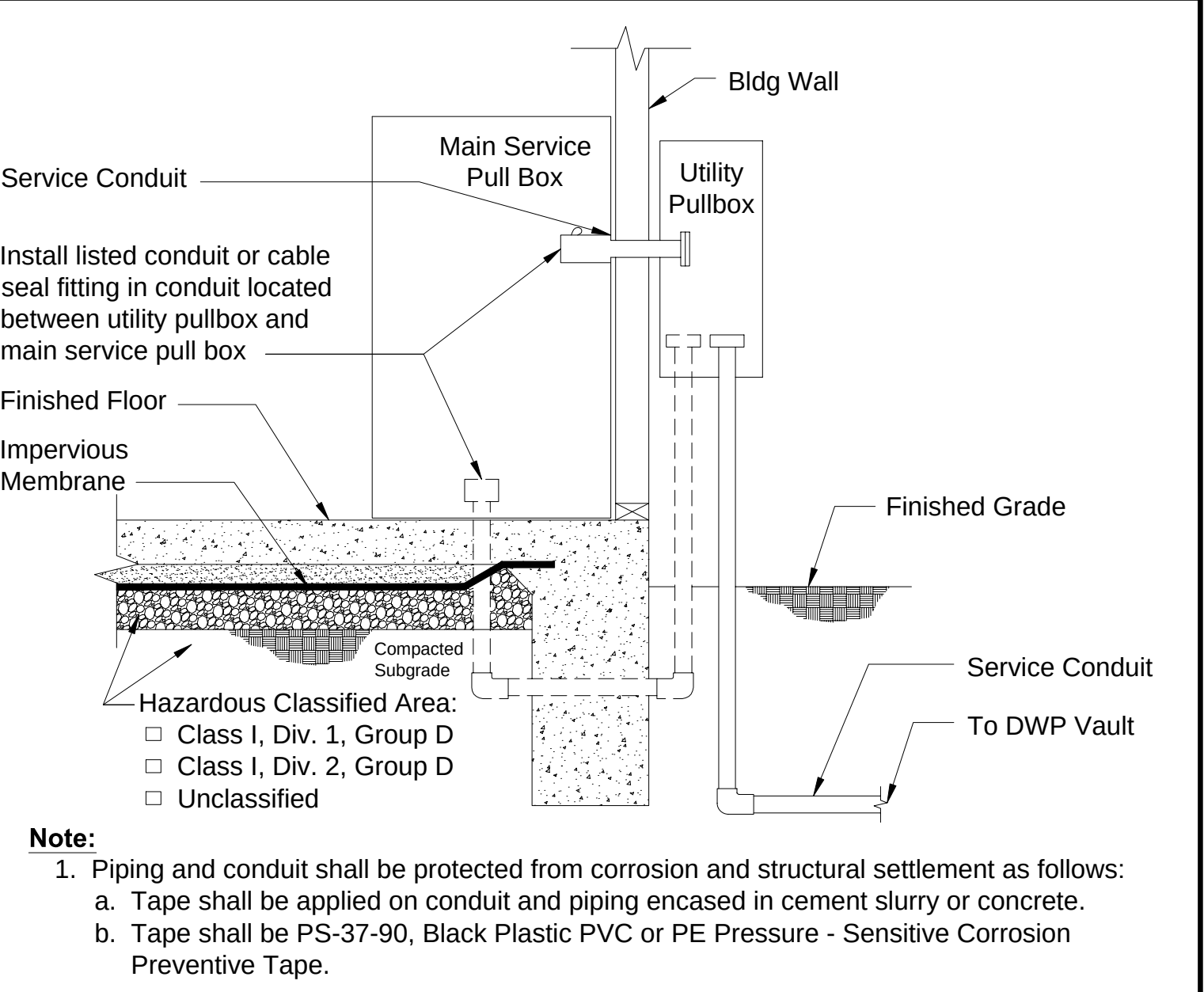
Gas Membrane notification placard **Detail 14**
Scale: Not to Scale



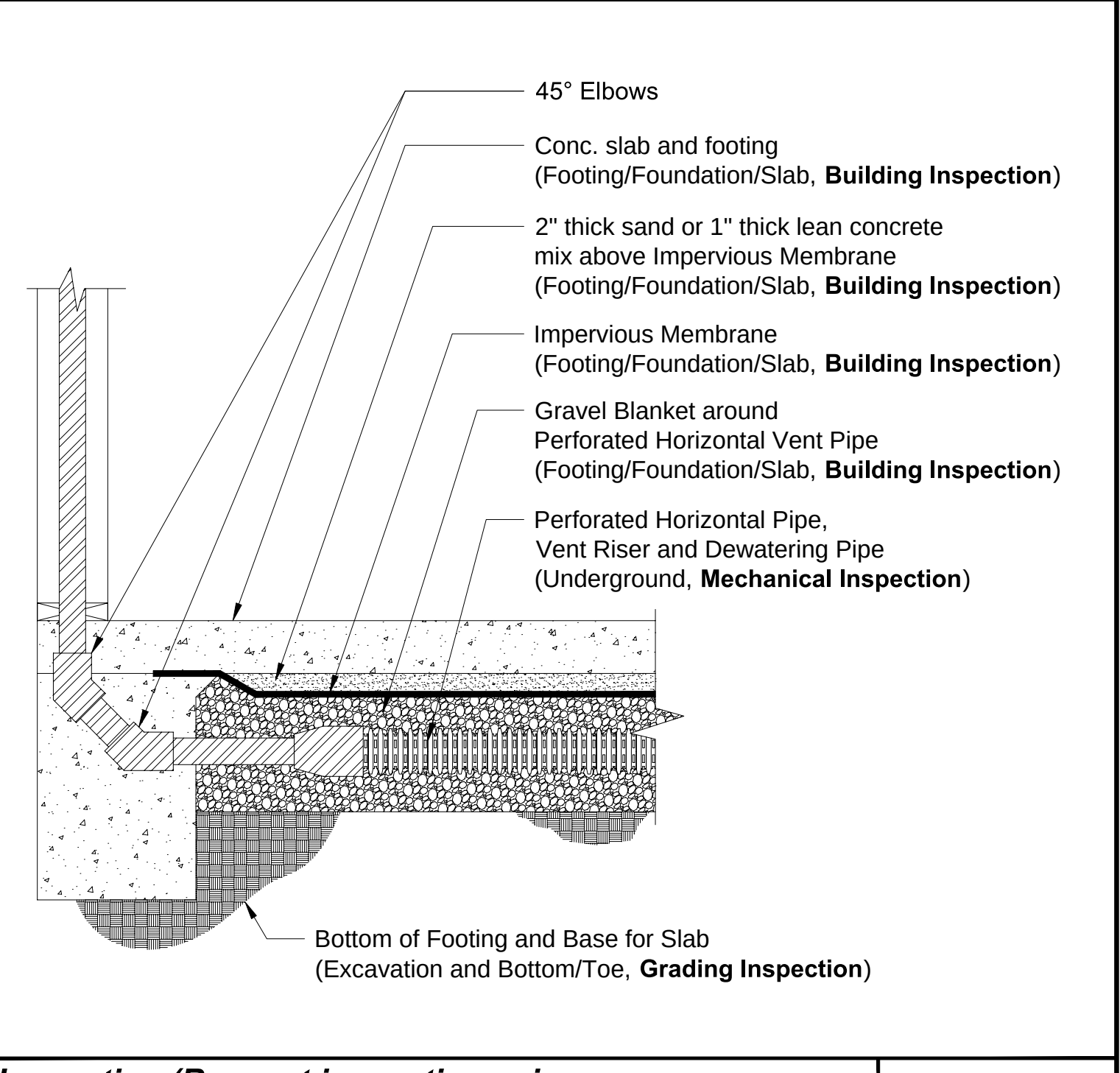
Trench Dam **Detail 16**
Scale: Not to Scale



Large Underground Electrical Equipment Enclosures **Detail 18**
Scale: Not to Scale



Conduit or Cable Seal Fittings for Building Service and DWP Pull Boxes **Detail 15**
Scale: Not to Scale



Inspection (Request inspection using the terminologies shown in this detail) **Detail 17**
Scale: Not to Scale

SITE ADDRESS:
LEGAL DESCRIPTION:
OWNER:

STANDARD PLAN:
METHANE HAZARD MITIGATION
Not to be used for Playa Vista Phase I Projects

D:\Collins\ Folder\Methane Clean-up\Drawings\LA035 Logos.bmp

Rev.: 02/10/10
Date: 12/12/06
Scale: Not to Scale
Drawn:
Job:
Sheet:

Sheet 8 of 8

ATTACHMENT A

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

STANDARD PROVISIONS FOR CITY CONTRACTS
TABLE OF CONTENTS

PSC-1.	CONSTRUCTIONS OF PROVISIONS AND TITLES HEREIN	1
PSC-2.	APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT	1
PSC-3.	TIME OF EFFECTIVENESS	1
PSC-4.	INTEGRATED CONTRACT/AMENDMENT	2
PSC-5.	FORCE MAJEURE/EXCUSABLE DELAYS	2
PSC-6.	WAIVER	3
PSC-7.	SUSPENSION	3
PSC-8.	TERMINATION	3
PSC-9.	INDEPENDENT CONTRACTOR	5
PSC-10.	CONTRACTOR’S PERSONNEL	5
PSC-11.	ASSIGNMENT AND DELEGATION	6
PSC-12.	PERMITS	6
PSC-13.	CLAIMS FOR LABOR AND MATERIALS/UNEMPLOYMENT	6
PSC-14.	CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED .	7
PSC-15.	RETENTION OF RECORDS, AUDIT AND REPORTS	7
PSC-16.	BONDS	8
PSC-17.	INDEMNIFICATION	8
PSC-18.	INTELLECTUAL PROPERTY INDEMNIFICATION	8
PSC-19.	INTELLECTUAL PROPERTY WARRANTY	9
PSC-20.	TECHNOLOGY, DATA AND AI DEFINITIONS	9
PSC-21.	OWNERSHIP AND LICENSE	11
PSC-22.	DATA PROTECTION	12
PSC-23.	ARTIFICIAL INTELLIGENCE AND AUTOMATED PROCESSING	15
PSC-24.	INSURANCE	16
PSC-25.	BEST TERMS/MOST FAVORED NATIONS	17
PSC-26.	WARRANTY AND RESPONSIBILITY OF CONTRACTOR	17
PSC-27.	NON-DISCRIMINATION IN EMPLOYMENT/AFFIRMATIVE ACTION	17
PSC-28.	ADDITIONAL STATE LAW AND ORDINANCE COMPLIANCE	18
PSC-29.	ACCESS AND ACCOMMODATIONS	19

PSC-30.	BUSINESS INCLUSION PROGRAM	19
PSC-31.	RESTRICTIONS ON CAMPAIGN CONTRIBUTIONS AND FUNDRAISING IN CITY ELECTIONS	20
PSC-32.	CONTRACTORS' USE OF CRIMINAL HISTORY FOR CONSIDERATION OF EMPLOYMENT APPLICATIONS	20
PSC-33.	LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENT TO CONTRACTOR	21
PSC-34.	COMPLIANCE WITH IDENTITY THEFT LAWS AND PAYMENT CARD DATA SECURITY STANDARDS	21
PSC-35.	POSSESSORY INTEREST TAX	21
PSC-36.	TAXES	22
PSC-37.	CONFIDENTIALITY	22
PSC-38.	CONTRACTOR DATA REPORTING	23
PSC-39.	SIGNATURES	23
Exhibit 1	INSURANCE CONTRACTUAL REQUIREMENTS	24

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTIONS OF PROVISIONS AND TITLES HEREIN

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

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

PSC-2. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

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

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

PSC-3. TIME OF EFFECTIVENESS

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

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

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

PSC-4. INTEGRATED CONTRACT/AMENDMENT

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

PSC-5. FORCE MAJEURE/EXCUSABLE DELAYS

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

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

PSC-6. WAIVER

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

PSC-7. SUSPENSION

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

PSC-8. TERMINATION

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

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

PSC-9. INDEPENDENT CONTRACTOR

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

PSC-10. CONTRACTOR'S PERSONNEL

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

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

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

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

PSC-11. ASSIGNMENT AND DELEGATION

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

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

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

PSC-12. PERMITS

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

PSC-13. CLAIMS FOR LABOR AND MATERIALS/UNEMPLOYMENT

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

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

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

PSC-15. RETENTION OF RECORDS, AUDIT AND REPORTS

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

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

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

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

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

PSC-16. BONDS

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

PSC-17. INDEMNIFICATION

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

PSC-18. INTELLECTUAL PROPERTY INDEMNIFICATION

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

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

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

PSC-19. INTELLECTUAL PROPERTY WARRANTY

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

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

PSC-20. TECHNOLOGY, DATA AND AI DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

PSC-21. OWNERSHIP AND LICENSE

- A. City Data. **CITY** retains all right, title, and interest in and to City Data. No rights in City Data are granted to **CONTRACTOR** except the limited, nonexclusive, nontransferable right to use City Data solely as necessary to perform this Contract and solely in accordance with this Contract and **CITY’s** written instructions. **CONTRACTOR** shall not sell, license, rent, disclose, release, transfer, assign, encumber, or otherwise exploit City Data and shall not assert any lien, withholding right, setoff, or other encumbrance against City Data.
- B. Work Product. Unless otherwise expressly provided in this Contract, all finished and unfinished works, tangible or intangible, originated and prepared by **CONTRACTOR** or its Subcontractors specifically for **CITY** under this Contract, including, without limitation, documents, reports, analyses, studies, specifications, manuals, software, code, configurations, interfaces, databases, designs, audiovisual materials, websites, domain names, inventions, discoveries, and other deliverables (each, a “Work Product”; collectively, “Work Products”), together with all intellectual property rights therein, shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all right, title, and interest worldwide in and to such Work Products. **CONTRACTOR** shall execute any documents reasonably necessary for **CITY** to perfect, memorialize, or record **CITY’s** ownership of rights provided herein.
- C. AI-Generated Output. To the extent any Work Product or portion thereof is generated or assisted by an AI System or is not capable of assignment or exclusive ownership as a matter of law, **CONTRACTOR** hereby grants to **CITY** a perpetual, irrevocable, worldwide, royalty-free, fully paid-up license, with the right to sublicense to **CITY’s** contractors and service providers acting on **CITY’s** behalf, to use, reproduce, modify, display, perform, distribute, create derivative works from, and otherwise exploit such Work Product or output for any **CITY** purpose.
- D. Contractor Materials. **CONTRACTOR** retains ownership of Contractor Materials. To the extent any Contractor Materials are incorporated into, delivered with, or reasonably necessary for **CITY** to use any Work Product or receive the benefits of the services, **CONTRACTOR** grants to **CITY** a nonexclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up license, with the right to

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

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

PSC-22. DATA PROTECTION

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

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

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

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

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

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

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

PSC-23. ARTIFICIAL INTELLIGENCE AND AUTOMATED PROCESSING

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

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

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

PSC-24. INSURANCE

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

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

PSC-25. BEST TERMS/MOST FAVORED NATIONS

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

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

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

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

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

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

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

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

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

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

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

PSC-28. ADDITIONAL STATE LAW AND ORDINANCE COMPLIANCE

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

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

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

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

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

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

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

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

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

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

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

*Prevailing Wage (Los Angeles Administrative Code Section 10.7.1)

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

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

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

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

Zero Waste (Los Angeles Administrative Code Section 10.53)

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

PSC-29. ACCESS AND ACCOMMODATIONS

CONTRACTOR represents and certifies that:

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

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

PSC-30. BUSINESS INCLUSION PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-35. POSSESSORY INTEREST TAX

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

PSC-36. TAXES

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

PSC-37. CONFIDENTIALITY

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

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

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

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

PSC-38. CONTRACTOR DATA REPORTING

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

PSC-39. SIGNATURES

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

Exhibit 1

INSURANCE CONTRACTUAL REQUIREMENTS

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

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

Limits

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

☐ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers

☐ Jones Act

WC

Statutor

y

EL

General Liability

☐ Products/Completed Operations

☐ Fire Legal Liability _____

☐
☐

Sexual Misconduct _____

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

Professional Liability (Errors and Omissions)

Discovery Period _____

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

☐ All Risk Coverage

☐ Flood _____

☐ Earthquake _____

☐ Boiler and Machinery

☐ Builder's Risk

☐ _____

Pollution Liability

☐

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

Crime Insurance

Other: _____