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

FROM (DEPARTMENT): PW: Bureau of Engineering

CONTACT PERSON: Jacob John
PHONE: (213) 847-4723

CONTRACT NO.: C-133387
COUNCIL FILE NO. 16-0428

ADOPTED BY COUNCIL: June 8, 2016

APPROVED BY BPW: _____________________

CONTRACTOR NAME: Los Angeles Boys & Girls Club

TERM OF CONTRACT: June 28, 2019 THROUGH: June 27, 2021

TOTAL AMOUNT: $449,483

PURPOSE OF CONTRACT:
This is a 9th Cycle project to design and construct athletic field and basketball court lighting.

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET
Grantee: Los Angeles Boys & Girls Club

Project Title: Athletic Field and Basketball Court Lighting

Los Angeles City Council Number: 16-0428

Agreement No:
City of Los Angeles  
Bureau of Engineering  

GRANT AGREEMENT  

AGREEMENT No. ____________  

CONTRACT IMPLEMENTING PROPOSITION K: L.A. FOR KIDS PROGRAM  

Key Elements and Conditions  

<table>
<thead>
<tr>
<th>K1</th>
<th>Contract:</th>
<th>Contract Number:</th>
<th>Term of Agreement:</th>
<th>Ref.</th>
</tr>
</thead>
</table>
|    |           |                  | 1. Design and Construction: 2 years from execution of Grant Agreement.  
|    |           |                  | 2. Services and Maintenance: 10 years estimated to start from Certificate of Occupancy, Notice of Completion, or Certificate of Completion issued by BOE, as |
|    |           |                  |                    | §106 Exh. A |

<table>
<thead>
<tr>
<th>K2</th>
<th>Grantee:</th>
<th>Name:</th>
<th>Principal Office:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Los Angeles Boys &amp; Girls Club</td>
<td>2635 Pasadena Avenue, Los Angeles, CA 90031</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$101</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>K3</th>
<th>Representative of the Grantee</th>
<th>Name &amp; Title:</th>
<th>Mailing Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Juana Lambert</td>
<td>Executive Director</td>
<td>2635 Pasadena Avenue, Los Angeles, CA 90031</td>
</tr>
<tr>
<td></td>
<td>$104</td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>K4</th>
<th>Project</th>
<th>Project Title:</th>
<th>Project Site:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Los Angeles Boys &amp; Girls Club – Athletic Field and Basketball Court Lighting</td>
<td>2635 Pasadena Avenue, Los Angeles, CA 90031</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$208</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>K5</th>
<th>Site Property</th>
<th>Property Description:</th>
<th>Type of Site Control:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2635 Pasadena Avenue, Los Angeles, CA 90031</td>
<td>Grantee is leasing site from a non-city property owner. D.1, D.2(a), D.2(b)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$637 Exhs. D.1 D.2(a) &amp; D.2(b)</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>K6</th>
<th>Funding Amount</th>
<th>Prop K Grant Amount:</th>
<th>Other Funding:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>K7</th>
<th>Funding Source</th>
<th>Proposition K: L.A. for Kids Program (City of Los Angeles Landscaping and Lighting District No. 96-I) Benefit Assessment Fund</th>
<th>See Exhibit E for List of Other Funding.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$107, $210 Exhs. E</td>
<td>Exhs. E</td>
</tr>
</tbody>
</table>
Proposition K funds will be used for the following:
1. Upgrade lighting for the athletic field and outdoor basketball court; and
2. Upgrade the electrical panels for the athletic field and outdoor basketball court.

The Grantee will select through an open, fair, competitive process an architect by the State of California, to design the project and to do other functions as specified in this Agreement and the subcontract.

<table>
<thead>
<tr>
<th>Description of Project</th>
<th>Proposition K funds will be used for the following:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1. Upgrade lighting for the athletic field and outdoor basketball court; and</td>
</tr>
<tr>
<td></td>
<td>2. Upgrade the electrical panels for the athletic field and outdoor basketball court.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Architectural Services</th>
<th>The Grantee will select through an open, fair, competitive process an architect by the State of California, to design the project and to do other functions as specified in this Agreement and the subcontract.</th>
</tr>
</thead>
</table>

Services Elements and Conditions

<table>
<thead>
<tr>
<th>Identified Services</th>
<th>The Grantee will provide the following youth and family recreational activities at 2635 Pasadena Avenue, Los Angeles, CA 90031</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Hours</td>
<td>The Grantee will maintain the facility open to the public as follows: Monday through Friday – 7:30 am – 10:00 pm</td>
</tr>
<tr>
<td></td>
<td>Saturday – 10:00 am – 5:00 pm</td>
</tr>
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</table>

<table>
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<tr>
<th>Service Terms</th>
<th>Min. Years of Services:</th>
<th>Services Amortized Rate:</th>
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<tbody>
<tr>
<td></td>
<td>10 Years</td>
<td>$449,483/10 = $44,948.30 per year</td>
</tr>
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<table>
<thead>
<tr>
<th>Minimum City Residents Serviced per Month – 2000</th>
<th>Minimum of Service Hours per Month – 600</th>
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§208, §213

§213

§214

§208, §212

Exh. A

Exh. A

Los Angeles Boys & Girls Club – Athletic Field & Basketball Court Lighting
Prop K Grant Agreement 2018-2019
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</tr>
</thead>
<tbody>
<tr>
<td><strong>A</strong></td>
<td>Services &amp; Maintenance Agreement</td>
</tr>
</tbody>
</table>
| **B**   | Insurance Requirements  
Form Gen. 133  
Form Gen. 146 |
| **C.1** | Where Grantee owns the property: [NOT APPLICABLE]  
Promissory Note Secured by a Deed of Trust |
| **C.2** | Option to Lease/Lease |
| **C.3** | Memorandum of Covenant Affecting Real Property |
| **D.1** | Where Grantee leases from a non-City owner: [APPLICABLE]  
Master Lease [between the property owner and Grantee] |
| **D.2(a)** | Sublease [Grantee subleases the site to the City with property owner’s consent to the sublease and consent to improvements that Grantee will make to the site] |
| **D.2(b)** | Sublease Leaseback [Sublease leaseback by the City to the Grantee with consent of property owner] |
| **D.3** | Where Grantee leases site from the City: [NOT APPLICABLE]  
Lease [between the City and the Grantee] |
| **E**   | List of Other Funds Received by Grantee for this Project |
| **F**   | Project Budget and Site Plan |
| **G**   | Construction and Expenditure Schedule |
| **H**   | Assignment of Architect’s Contract and Plans |
| **I**   | Stormwater Pollution Control Measures for Construction Activities |
This Agreement (“Agreement”) is made and entered by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as the “City”) and Los Angeles Boys & Girls Club, [a California limited liability company, operating as a nonprofit entity] (hereinafter referred to as the “Grantee”).

WITNESSETH

WHEREAS, on November 5, 1996, the voters of the City of Los Angeles approved Ballot Measure, Proposition K, also known as the L.A. for Kids Program, which authorized the formation of the City of Los Angeles Landscaping and Lighting District No. 96-1 (District), approving the levy and collection of an annual assessment; and

WHEREAS, the District has the authority to levy an assessment for recreational improvements for 30 years to fund acquisition and development of open space, parks and recreational and cultural facilities to serve children, youth and their families; and

WHEREAS, the Los Angeles City Council established the L.A. for Kids Steering Committee, consisting of the Mayor, the Chief Legislative Analyst, and the City Administrative Officer, or their designees, and the other non-voting members, to administer and oversee the Proposition K: L.A. for Kids Program; and

WHEREAS, the L.A. for Kids Steering Committee has overseen a competitive grant selection process, considering locally established priorities and designed to select qualified nonprofit, or governmental agencies that were able to demonstrate their experience, administrative capability, staffing, facilities and commitment to provide needed recreational services to children, youth and families; and

WHEREAS, the Grantee desires to participate in said Program and is qualified by reason of having met all criteria set forth in the Proposition K 9th Funding Cycle Request for Proposals, issued February 2012; and

WHEREAS, the Grantee’s proposal was recommended for funding and was included in the City Engineer’s Report for Fiscal Year 2016-2017, and was approved by City Council on May 18, 2016, (Council File No. 16-0428); and

WHEREAS, on May 18, 2016, the City Council authorized the Los Angeles Boys & Girls Club to be the grantee to receive Proposition K: L.A. for Kids Program grant funds in the amount of $449,483 to upgrade lighting & electric panels for the athletic field and outdoor basketball court for the Athletic Field and Outdoor Basketball Court Project (Council File No. 16-0428); and

WHEREAS, the Grantee has committed to providing services to children, youth, and their families and to maintain the Project in accordance with the requirements of the Proposition K Program, and in accordance with all City, state, and federal health and safety requirements; and

WHEREAS, the parties now wish to enter into this Agreement to memorialize the terms and conditions for implementing the funded project and the services and maintenance obligations of the Grantee.
NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and the mutual benefits to be derived therefrom, the

AGREEMENT

I. INTRODUCTION

§101 Parties to the Agreement

The Parties to this Agreement are:

The City of Los Angeles, a municipal corporation, having its principal office at:

200 North Spring Street, 3rd Floor
Los Angeles, CA 90012

LOS ANGELES BOYS & GIRLS CLUB, a California limited liability company, operating as a nonprofit entity, having its principal office at:

2635 Pasadena Avenue, Los Angeles, California 90031

§102 Conditions Precedent to Execution of Contract

Prior to the execution of this Agreement, the Grantee shall provide the City with copies, or signed original documents as required, of the following documents:

a. Grantee's Articles of Incorporation and all amendments thereto, as filed with the Secretary of State, or equivalent documentation of legal entity status.

b. Grantee's by-laws, and all amendments thereto, as adopted by the Grantee and properly attested, as applicable.

c. Resolutions or other corporate actions of the Grantee’s Board of Directors properly attested or certified, which specify the name(s) of the person(s) authorized to obligate the Grantee and execute contractual documents, if the authorized person is someone other than Grantee’s Corporate President.

d. Acceptable evidence of self-insurance or evidence of insurance, with original signature(s), covering general liability, professional liability, automobile liability, workers compensation, and others as required in Exhibit B – Insurance Requirements (Form Gen. 133 and Form Gen. 146) and §620 Insurance of this Agreement as submitted to the City via KwikComply at https://kwikcomply.org/.

e. Hard copies must also be sent to:

Department of Public Works
f. Throughout the term of this Agreement, the Grantee must submit to the Bureau of Engineering Recreational and Cultural Facilities Division hard copies of all proofs of insurance or proofs of renewal of insurance that the Grantee has submitted online to the City Risk Manager.

g. Site Security and Performance Security Instruments – Exhibits C.1, C.2 & C.3

h. List of Other Funds Received by Grantee for this Project – Exhibit E.

i. Construction and Expenditure Schedule – Exhibit G based on the Project Budget and Site Plan (Exhibit F) and sources of funds submitted by the Grantee with their proposal package in response to the RFP, listing estimated activity completion dates, milestones or improvement activities, activity duration, and estimated expenditures. The Grantee shall submit to the City an updated Exhibit G – Construction and Expenditure Schedule upon completion of design and, prior to obtaining building permits, for review and approval by the City.

j. Assignment of Architect’s Contract and Plans (with Architect’s Consent & Certificate) – Exhibit H,

k. Stormwater Pollution Control Measures for Construction Activities – Exhibit I

l. Current and valid Business Tax Registration Certificate required by the City’s Business Tax Ordinance to do business within the City or evidence of exemption. For the term covered by this agreement, the Grantee shall maintain, or obtain as necessary, all such Certificate(s) required of it under the Business Tax Ordinance or evidence of exemption and shall not allow any such Certificate or exemption to be revoked or suspended.

m. An Internal Revenue Service taxpayer identification number.

§103 Contract Documents

The complete Contract Documents agreed by and binding on both parties, in order of precedence, consist of:

1. This Grant Agreement,
2. Services and Maintenance Agreement (Exhibit A)
3. Construction and Expenditure Schedule (Exhibit G)

§104 Contract Administration and Representatives of the Parties

The representative of the City shall be, unless otherwise stated in the Agreement:

Gary Lee Moore, PE, ENV SP, City Engineer
Department of Public Works
Bureau of Engineering
Recreational and Cultural Facilities Division
1149 South Broadway, 8th Floor
Los Angeles, CA 90015
Attention: Neil Drucker, Program Manager
Phone: (213) 847-4708
Email: Neil.Drucker@lacity.org

The City Engineer or his/her designee shall have full authority to act on behalf of the City in the administration of this Agreement, consistent with the provisions herein. The City Engineer is also named the repository for all reporting requirements identified in this Agreement.

The City Engineer is the party to whom the Grantee shall forward all documents, reports and records as required by this Agreement for submittal to, or review by the “City”, and is the party authorized to provide written approvals by the City to the Grantee in reference to matters addressed in this Agreement.

The representative of the Grantee shall be:

Juana Lambert, Executive Director
Los Angeles Boys & Girls Club
2635 Pasadena Avenue
Los Angeles, CA 90031
Phone: (323) 221-3173
Fax: (323) 221-3082
Email: jlambert@labgc.org

§105 Service of Notices

Formal notices, demands, and communications to be given hereunder by either party shall be made in writing and may be affected by personal delivery or by registered or certified mail, prepaid postage, return receipt requested and shall be deemed communicated and effective as of the date of mailing unless otherwise stated in the notices, demands or communications. If the
name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this Section, within five (5) working days of said change.

All documents, correspondence, invoices, etc., transmitted to the City shall be in writing. Payment requests shall be made both in written and electronic formats, on an electronic form to be provided by the City. Electronic format shall be delivered to the City via U.S. mail or private express carrier or via e-mail to Neil.Drucker@lacity.org.

§106 Time of Performance

A. The term of this Agreement shall commence on the date of attestation by the City Clerk and shall terminate upon the Grantee having performed all of its obligations under this Grant Agreement, including having provided services for youth and maintained the Project for the term specified in Exhibit A – Services and Maintenance Agreement.

Compliance with the requirements regarding site security and performance security instruments shall be as specified in §217 Site Security and Performance Security Instruments of this Agreement.

B. Term for Construction

All purchase, installation, and construction hereunder shall be completed within 2 years after the date of attestation of this Grant Agreement.

C. Term for Services and Maintenance Requirements

The term of the Services and Maintenance portion of this Agreement shall commence upon receipt of Certificate of Occupancy, Notice of Completion issued by Bureau of Engineering (BOE), as appropriate, and shall terminate upon the Grantee’s completion of the obligations specified in Exhibit A – Services and Maintenance Agreement for the term specified therein.

D. Performance shall not commence until the Grantee has obtained the City’s approval of all insurance as required by the City (see Exhibit B – Insurance Requirements, attached thereto and incorporated herein by reference, and §620 Insurance). If non-City grant funds are used herein, performance for this Agreement shall not commence until the above conditions are met and the date of release of funds by the grantor of the non-City funds.

§107 Compensation

A. Subject to the availability of grant monies from Proposition K Assessment Funds, the City shall authorize the expenditure of an amount not to exceed $449,483 from Fiscal Year 2018-2019. Grant funds are provided to the Grantee in consideration of, and on the condition that the funds be expended in carrying out, the purposes set forth in the Description of the Project as stated on the Cover Page and for the complete and satisfactory performance of the terms of this Agreement. The foregoing compensation is the total of the planned expenditures as set forth in §203 – Specific Requirements of Design/Construction/Renovation/Rehabilitation/Acquisition and the satisfactory performance of the
terms of complete contract documents under this Agreement.

B. The amount stated in Subsection A of this §107 is funded entirely with Proposition K Assessment Funds. In the event that such funds are discontinued, unavailable, rescinded or no longer authorized for this program, the Agreement may be reduced or terminated immediately upon written notice to the Grantee by the City.

C. The Proposition K funds provided under this Agreement shall be expended in conformance with the Project Budget and Site Plan (Exhibit F), and the Construction and Expenditure Schedule (Exhibit G) attached hereto. The Grantee must submit to the City any deviation from the Description of the Project as set forth in §203, or the Project Budget and Site Plan (Exhibit F) or the Construction and Expenditure Schedule (Exhibit G) in advance for review and approval. Failure to submit and obtain prior approval from the City may result in not being eligible for reimbursement under this Agreement.

D. The City’s liability under this Agreement shall only be to the extent of the present City appropriation to fund the contract. If the City appropriates funds for any successive years, the City’s liability shall be extended to the extent of such appropriation, subject to the terms and conditions of this Agreement.

E. The Grantee has been informed that the amount funded herein towards the costs of eligible improvements might not fund the entire cost of such improvements. The Grantee herein commits to providing or identifying from other sources, any additional necessary funding required to comply with the Grantee’s obligations under this Agreement. The Grantee shall bear sole responsibility to complete the promised improvements, and to provide any additional funds if necessary, regardless of the actual costs and even if those costs exceed the Grantee-provided cost estimate. It is understood by both parties that the City makes no commitment to increase funding or to approve reductions in the scope of the project should conditions change which would impair the completion of the items listed as activities in §203 Specific Requirements of Design/Construction/Renovation/Rehabilitation/Acquisition.

II. DUTIES OF GRANTEE

§201 General Requirements
The Grantee shall, in furtherance of this Agreement, complete all specific activities contained herein.

§202 Specific Requirements of the Grantee
In furtherance of the general requirements, the Grantee shall perform, but not be limited to, the following tasks:

A. Comply with the requirements delineated for the Grantee in its subcontracts with the Architect for architectural services and with the General Contractor for construction/renovation services. Unless previously approved by the City, the use of standard AIA (American Institute of Architects) Agreement B141 between the Owner and Architect and between the Owner and General Contractor A101, shall be used. Also, the current edition of “Green Book”, standard Specifications for Public Works Construction as well as the AIA’s “General Conditions of the
Contract for Construction,” current edition (AIA Form A 201) shall be cited as part of the Agreement with the Architect and General Contractor. All subcontract Agreements must be approved by the City prior to finalization of the subcontract; shall adhere to the terms and conditions set forth in §214 - Subcontracting for Architectural Services and §601 through §658 of this Agreement, and are superseded by this Agreement in case of conflicting requirements or obligations. If AIA documents are used, the Grantee shall purchase and use the original AIA forms and follow AIA’s reproduction provisions. The AIA form ordering information can be obtained from BUILDING NEWS, 10801 National Boulevard, Los Angeles, California 90064-4126, (310) 202-7775.

B. Assure that reports, permits, forms, certifications, and other documents required by federal, state, and local requirements be expeditiously submitted to various governing or regulatory bodies to avoid delays in completing the general requirements of this Agreement.

C. Require the Architect and/or the General Contractor to identify and provide corrective actions on those issues or barriers which impede or delay the completion of the General Requirements of the Grantee, as defined in this Agreement; and notify the City, in writing, within ten (10) working days of discovering those issues or barriers, and providing a corrective action plan of resolution, with sub-activities and milestone completion dates.

D. Assure that the Architect and/or the General Contractor and their subcontractors comply with all applicable United States, State of California, County of Los Angeles, and City statutes, rules, regulations, and reporting requirements in the completion of the §201 – General Requirements as defined in this Agreement.

E. Designate a person to act as the Grantee’s representative prior to the execution of the Architect and General Contractor Agreements to carry out the responsibilities of the “owner” in those Agreements.

F. Assure that the Architect prepare the proposed plans so that construction can be completed within the available construction budget and schedule.

G. If the Project includes landscaping, the Grantee shall use water conserving irrigation systems such as drip irrigation systems and shall use drought-resistant or xerophytic trees, plants, lawn or sod, unless the Grantee can show, to the City’s satisfaction, that it is infeasible to do so.

H. During the construction phase, the Grantee shall require the Architect, Construction Manager, and/or the General Contractor to use photographs and/or videotapes to document and to record the major construction activities and installations. The major construction activities and installations include but not limited to: the before and after of demolition, excavation, compaction, and back-filling; and the installations of concrete forms, reinforced steels, underground utilities, footings, foundations, structure floors, shear walls, columns, plumbing, duct work, electrical, phone wiring, cabling, insulation, and concrete. The documents or records shall show the dates, the location, the dimensions if applicable, and a brief description of the construction activities or installations.
§203 Specific Requirements of Design/Construction/Renovation/Rehabilitation/Acquisition

The Grantee shall use the Proposition K funds to design and construct the following:

1. Upgrade lighting for the athletic field and outdoor basketball court; and
2. Upgrade the electrical panels for the athletic field and outdoor basketball court.

§204 Accounting Services

The Grantee shall maintain records for every expenditure incurred directly or indirectly by this Agreement; such records shall include, but not be limited to, documentation of all budgeted expenditures, e.g.: time cards, requisitions for payments, rentals, leases, invoices and any other documents pertinent to the expenditures. In addition, a log of all expenditures by line item shall be maintained by the Grantee. Such records shall be maintained in a file and be made available for examination in accordance with §409 Audits and Inspections and §411 Maintenance of Records.

§205 Attendance at City Meetings and/or Training Sessions

The Grantee shall be required to attend all meetings and training sessions as identified by the City. The Grantee may be excused from attendance only by prior written consent of the City.

§206 City’s Interest in the Continued Use of the Facilities and Improvements

The parties recognize that it is in the best interest of all concerned that the new facility be utilized for the intended purpose of providing services to City residents without regard to race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, familial status, marital status, source of income or medical condition. Any fees charged for services or donations must not restrict or limit accessibility or services to low and moderate-income individuals or families.

A. The Grantee shall utilize the facility for the purpose of providing the Identified Services at the specified Service Hours, Minimum Service Term and Minimum Number of City Residents Serviced Per Month, etc., as listed in §213 Services to be Provided by the Grantee and in §A1.2 – Services to be Provided by the Grantee of Exhibit A - Services and Maintenance Agreement from the date that the Grantee is issued a Certificate of Occupancy, Notice of Completion, or Certificate of Completion issued by the City’s Bureau of Engineering, as appropriate throughout the term specified in §A.1 – Service Payback of Exhibit A - Services and Maintenance Agreement.

B. The Grantee shall maintain and retain during the period of continued use/lease as described in §411 Maintenance of Records subject to City review, a record of each of the clients served which shall include, but not be limited to, the services rendered, the residency, the individual, and/or family income, sex, age, ethnicity, and the fee and/or donations received in lieu of such a fee.

C. The Grantee shall submit to the City on a quarterly calendar period, the following reports of
activity on approved reporting format, and which shall be due on the tenth (10th) day of the calendar month following the end of the preceding quarterly period:

1. The number of youth/children served per month during the reporting period and their ethnicity.

2. The types of services provided including any major or minor modifications in services provided.

3. Status of any minor or major building upkeep or maintenance problems that prevent or hamper the continuation of the aforementioned service(s), and a corrective action plan including costs, tasks, and timetables.

4. Status of any minor or major program modifications previously approved or reductions in the aforementioned service(s), as amended and, if applicable, a corrective action plan including tasks, costs, and timetables.

D. Any modification to the aforementioned types of community services, hours, and days of operation must be reviewed and approved by the City prior to the implementation by the Grantee.

§207 Bidding and Construction

A. Upon approval by the City of the bid package prepared by the Grantee in accordance with §604 Competitive Bid Requirement of this Agreement, the Grantee shall advertise for the solicitation of bids as specified in Section 604 Competitive Bid Requirement.

B. Bids shall be opened at a public bid opening meeting, as stipulated in the advertisement. The bid opening shall be conducted by the Grantee and attended by the architect, bidders, and a representative of the City Engineer.

C. The Grantee shall select the lowest responsible bidder furnishing satisfactory security for its performance and forward the bidder’s name, address, California Contractors license number, and its list of subcontractors to City for approval prior to the award of the construction contract.

D. Prior to and during the length of this Agreement, the Grantee shall secure and pay for necessary approvals, easements, assessments, and changes required for construction, use or occupancy, or for permanent changes in the existing facilities.

E. Upon receipt of City approval, the Grantee shall enter into a Construction Agreement, as delineated in the Standard AIA Agreement, with the approved General Contractor. The Construction Agreement, together with the necessary Performance, Labor and Materials bonds, Insurance, and other required documents, shall be forwarded to the City for approval prior to scheduling the pre-construction conference.

F. Upon City approval of the Construction Agreement, Grantee shall schedule a pre-construction meeting to enable City to explain the Reporting Requirements to the General Contractor and its
sub-contractors. The City will then authorize the Grantee to issue the Notice to Proceed.

G. Upon City approval of the Construction Agreement, the General Contractor shall be required to submit the following documents to the Grantee, Architect, and City:

i. Construction Work Schedule.

ii. List of subcontractors and persons or entities who will furnish materials or equipment.


iv. List of job classifications to be utilized on the project.

H. During the term of the construction Agreement, the Grantee, with the cooperation of the General Contractor, shall, within ten (10) working days after the close of the work week, submit to the City, all certifications, weekly payroll forms, employment utilization forms, code inspection reports, sign-offs, and other related documents that are required by the City. It is understood that failure to adhere to the reporting requirements may delay processing of requisitions and release of construction funds.

I. The Grantee, with the cooperation of the General Contractor, shall, upon completion of construction and prior to the receipt of the final payment, submit to the City a completion report which shall contain, at minimum, the following:

i. Evidence from the applicable governmental agencies that the work was performed per required codes such as Notice of Completion, Certificate of Occupancy or Certificate of Completion, as appropriate, etc.

ii. A statement indicating the use of the contract funds.

iii. A statement that the contracted work has been completed generally in accordance with the plans and specifications previously approved by the Department of Building and Safety.

iv. A statement stating that all training to the Grantee’s staff regarding the use, operation, and basic maintenance of all equipment purchased or installed has been completed.

v. Submission of lien releases from all subcontractors that performed construction activities and from suppliers and firms from which materials were purchased.

vi. A copy of the request to the General Contractor and a letter certifying that all warranties, guarantees, service agreements, certification, operation instructions, and manuals and other pertinent documents as required by the plans and specifications have been received by the Grantee.
§208 Description of Real Property (Project Site)

The real property and improvements to be affected by this Agreement are located at:
2635 Pasadena Avenue, California 90031, and are further described in Exhibits D.1, D.2(a), and D.2(b), grantee is leasing the site and the Sublease, Sublease/Leaseback documents.

§209 Grantee’s Other Funding Agreements

The Grantee shall submit to the City a list of any and all funds received or promised to the Grantee concerning activities funded under this Agreement. Said list shall be attached hereto as Exhibit E and is hereby incorporated by reference and made a part of this Agreement. Additionally, Grantee shall inform the City in writing of all new sources of funding the Grantee may acquire during the term of this Agreement concerning the activities funded under this Agreement. The Grantee shall notify the City in writing of any funding agreements entered into between the Grantee and other public or private organizations concerning the activities funded under this Agreement, which contain a termination, default, suspension or disallow costs provision(s). A copy of any of the above agreement(s) shall be furnished to the City upon its request.

§210 Grantee’s Capital Matching Cash Contribution

A. The Grantee shall provide contributions from sources other than the Proposition K funding to make up the difference between the estimated total project costs and the Proposition K authorized funding.

B. Construction progress payments must be certified by the Project Architect or Project Manager, as appropriate. All charges to this account shall be properly documented with adequate vouchers and receipts. Only those expenses that are eligible and relate directly to the scope and intent of this project shall be authorized and approved for release.

C. The Grantee’s contribution (from non-Proposition K funds) will be used first for activities authorized herein, and in the event that project cost exceed the funds made available by this Agreement, the Grantee shall assume sole responsibility for such costs and payments.

§211 Independent Contractor Status

The Grantee is an independent contractor and not as an agent or employee of the City. No employees of the Grantee have been, are or shall be employees of the City by virtue of this Agreement, and the Grantee shall so inform each employee organization, each employee and, if applicable, each collaborating subcontractor agency hired or retained under this Agreement. The Grantee 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 the City.

§212 Service Payback

The total amount of Proposition K grant funds received by Grantee shall be repaid with services. The services and reporting requirements relating thereto are detailed in Exhibit A – Services and Maintenance Agreement of this Agreement. The services shall be amortized at the rate of
$449,483/10 = $44,948.30 per year for a total of 10 years. The amortization shall commence when the Grantee obtains a Certificate of Occupancy, Notice of Completion, or Certificate of Completion issued by BOE, as appropriate and begins utilizing the additional/rehabilitated/modified space to fulfill its service obligations as identified in this Agreement.

Should the Grantee default on its services or maintenance obligations as described herein, and in Exhibit A hereto, the City shall have the right to invoke the Breach and Default provisions described in §501 and §502 herein and to invoke the City’s rights under this Agreement. The Grantee shall also reimburse the City for the actual cost to the City of such maintenance and/or operation of the property (including, as required, City and/or contract labor costs and material costs, if any), on an annual basis, for the remaining duration of the Services and Maintenance Agreement.

§213 Services to be Provided by the Grantee

The Grantee will provide the following services for youth for the duration of the term specified Exhibit A – Services and Maintenance Agreement at the facility for which Proposition K grant funds are provided under this Agreement. Any modification to the types of youth services, hours, or days of operation must be reviewed and approved by the City prior to implementation by the Grantee.

The athletic field and basketball court lighting will enhance the following services at the Los Angeles Boys & Girls Club. Hours of operation at the facility will be as follows:

1. January – December
   Monday – Friday 7:30 am – 10:00 pm
   Saturday - 10:00 am – 5:00 pm

2. Baseball, Basketball & Volleyball for children of all age
   Monday – Friday
   School year 2:00 pm – 7:00 pm
   School breaks 9:00 am - 6:00 pm

3. Recreational sports year round for children and teens of all ages
   School year 7:30 am – 7:00 pm
   School breaks 7:30 - 6:00 pm

4. Basketball, baseball and volleyball leagues and tournaments
   Practice 4:00-7:00 pm year round

5. Community athletic leagues and tournaments to be held three times a year, summer, fall and spring.

6. Senior and community members use of the gym year-round from
   7:00 pm -9:00 pm
7. Use of the gymnasium for community gatherings throughout the year on holidays and for special events.

§214 Subcontracting for Architectural Services

A. If the Grantee intends to use an architect, the Grantee will select an architect licensed by the State of California to design the project and to do other functions as described in this Agreement and the subcontract.

B. Whether or not the architectural services are to be funded by the City, the Grantee shall require its Architect to execute Exhibit H - Assignment of Architect’s Contract and Plans, and submit the signed document and all attachments to the City for approval prior to the execution of this Agreement. If the Grantee has not selected an architect prior to the execution of this Agreement, the Grantee shall certify that it will require its architect to execute Exhibit H and shall obtain such assignment when the Grantee obtains an architect.

C. To be eligible for Proposition K funding for the architectural services, the Grantee shall have included the costs of the architectural services in its Proposal submitted to the City and the Grantee shall adhere to the competitive bid requirements for the selection of the Architect as defined in §604 - Competitive Bid Requirement of this Agreement. Any deviation shall require the City’s advance approval in writing. The City’s approval is required prior to entering into an Agreement for architectural services between the Grantee and the Architect.

D. If the Grantee has already selected and entered into an Agreement with an Architect prior to the execution of this Agreement, and the Grantee paid the Architect with its own funds, except for the executing and submitting of the Exhibit H - Assignment of Architect’s Contract and Plans as required in this Section, no further City approval is required provided that no City funds will be utilized. Should the City’s funds be used to partially or fully fund the architectural services, the Grantee shall provide proof of compliance with bid requirements and the City must review and approve such process and Agreement.

If the Assignment of Architect’s Contract and Plans and the Architect’s Consent and Certificate have not been executed prior to execution of this Grant Agreement, the Grantee will provide to the City said documents regarding the architect’s contract when said documents are fully executed, at which time said documents will become Exhibit H of this Grant Agreement. No grant funds may be expended under this Agreement until said documents regarding the Architect’s contract have been executed and submitted by the Grantee to the City.

E. The subcontract shall require the selected architect to provide, but not be limited to, the following services:

1. Providing the basic architectural services as delineated in the standard AIA Agreement including plans, schematics, specifications, working drawings, construction documents, bid package, and provision of any additional architectural services as delineated in the final Agreement.
2. Securing the Grantee’s approval as well as the City’s approval of the schematic design, plans, and construction documents including specifications, instructions, and estimated cost.
3. Submitting the required design drawings and other documents to the City for review and approval and making the required modifications as required by the City.
4. Preparing the bid package for construction or renovation to include plans, specifications, and bidding instructions to respective bidders utilizing required City forms and instructions.
5. Assisting the Grantee by preparing applications for, and securing all required building permits and other required documents and approvals for, submission to the City.
6. Providing a Resident Project Representative to visit the job site at appropriate frequency. Inspecting, rejecting, and/or approving the Contractor submitted materials and workmanship in meeting the specifications and contract requirements. Informing the Grantee and City of the progress and quality of work including providing to the City copies of the Architect’s field reports within five (5) working days of field visits.
7. Preparing Change Orders and Construction Change Directives with supporting documentation and data if deemed necessary for the Grantee’s and City’s approval and execution. If a requested Change Order affects the Grant funding and/or the approved scope of work, the Change Order shall be submitted for the City’s approval prior to execution. The Change Orders and Construction Change Directives shall be prepared by the Architect at no cost.
8. Attending a minimum number of meetings required by and with the Grantee and/or the City as established in the architect’s Agreement.
9. If applicable, the Architect shall comply with the requirements of the City’s Service Contractor Worker Retention Ordinance, Section 10.36 et seq., of the Los Angeles Municipal Code and the City’s Living Wage Ordinance (Ordinance No. 171547) as described more fully in Subsection J, of this §214.

F. The subcontract shall require the selected architect to comply with the provisions under §202 Specific Requirements of the Grantee.

G. Up to 15% but no less than 10% of the Architect’s contract amount shall be withheld as Retention against the payment to the Architect. The Retention will be released after all of the following conditions are met.

1. Sixty (60) days after the Certificate of Occupancy, Notice of Completion, or Certificate of Completion as appropriate, are issued; and;

2. All needed changes and corrective actions are completed and accepted. The Retention is withheld to ensure that the Architect will prepare design(s) for the modification(s) or corrective action(s) needed.

H. The subcontract shall require the selected architect to maintain a minimum of $1,000,000 in errors and omission insurance with a twelve (12) month recovery period and the Grantee must submit evidence of same to the City for verification prior to the execution of the Grantee’s Agreement with the Architect.
I. The subcontract shall require the selected architect to ensure that the design documents prepared meet all applicable requirements of the federal, state, and local governmental agencies. The selected architect shall ensure that the proposed plans and the subsequent modifications and change orders do not exceed the cost of the construction budget provided for in this Agreement. In the event that construction bids are higher than the budgeted amount, the Architect shall be required to modify the plans such that bids may be obtained from licensed reputable contractors for the budgeted amount; any modifications shall be done at Architect’s own expense or Grantee may provide additional funds not received from the City.

J. This contract is subject to the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 et seq., and Living Wage Ordinance (LWO), Section 10.37 et seq., of the Los Angeles Administrative Code. If the architectural services are funded by the City, all employees under the architect subcontract that furnish services to the City funded project shall be paid as a minimum as required under §646 Living Wage Ordinance and §647 Service Contractor Retention Ordinance.

§215 Termination of the City’s Interest

When the Grantee completes its obligations under the Services and Maintenance Agreement (Exhibit A), said Services and Maintenance Agreement will terminate. The City shall notify the Grantee in writing of completion of the Grantee’s service and maintenance obligations and the effective date of termination of the Services and Maintenance Agreement (Exhibit A). Thereafter, the Grantee will no longer be required to submit reports to the City under this Agreement regarding services and maintenance of facilities.

§216 Grantee Mortgages; Sales or Transfers of Property; Assignment

A. Proposition K funds were used for the improvements of a Grantee owned property. The Grantee agrees not to encumber or increase the mortgage, liens, or any other encumbrances against the property such that the equity in the property will be less than the Proposition K funded amount.

B. If the Grantee sells or otherwise disposes of property acquired or developed with grant funds provided under this Agreement, the Grantee shall reimburse the City in an amount equal to the greater of:

1. The amount of grant monies provided under this Agreement; or
2. The fair market value of the real property; or
3. The proceeds from the portion of the property acquired, developed, improved, rehabilitated or restored with grant monies.

C. If the property sold or otherwise disposed of is less than the entire interest in the property originally acquired, developed, improved, rehabilitated or restored with the grant monies, then Grantee shall reimburse the City an amount equal to the greater of:
1. An amount equal to the proceeds of the sale or disposition; or

2. The fair market value of the real property sold or otherwise disposed.

D. With the prior written consent of the City, the Grantee may transfer property acquired, developed, improved, rehabilitated or restored with funds granted under this Agreement to another public agency; to a nonprofit organization authorized to acquire, develop, improve or restore real property for park, wildlife, recreation, open space, or gang prevention and intervention purposes; or to the State or National Park Service, provided that any proposed successor agrees to assume the obligations imposed under this Agreement and to accept assignment of this Agreement. Under these conditions, the Grantee shall not be required to reimburse the City as required on Subsections B and C above.

§217 Performance Security Instruments

To secure Grantee’s performance under this Agreement, the parties will provide a Master Lease between the property owner and Grantee because the Los Angeles Boys & Girls Club is leasing the site from its foundation, and therefore will execute and record a Sublease and Sublease/Leaseback of this Agreement. In the event that the Grantee fails to fulfill the services and maintenance requirements and obligations under this Agreement, the City shall have the right to invoke the remedies provided under Article V Remedies of this Agreement. Additionally, the City may elect to exercise its option to lease and take possession of the Project and operate and provide the services itself or through a new operator.

III. DUTIES AND POWERS OF THE CITY

The City represents, warrants, and covenants as follows:

A. That it is a municipal corporation, duly organized and validly existing and in good standing under the laws of the State of California;

B. That it has the power and authority to carry on its function as a City, to enter into this Agreement, and to consummate the transaction herein contemplated;

C. That all actions to be taken by or on behalf of the City to authorize it to make, deliver and implement the terms of this Agreement have been duly and properly taken prior to the execution of this Agreement; and

D. That this Agreement is a valid and binding obligation of the City, enforceable in accordance with its terms except as the same may be affected by subsequent changes in law, court decisions, bankruptcy, insolvency, moratorium or similar laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.
IV. PAYMENT AND FISCAL CONTROLS

IV.a. PAYMENT

§401 Allowable and Unallowable Costs

Allowable Costs

A. To be eligible for payment under this Agreement, expenditures must be made in compliance with the principles set forth below:

1. Be eligible pursuant to the Landscaping and Lighting Act of 1972 of the Streets and Highways Code and Proposition K.
2. Be necessary and reasonable for the proper and efficient performance of this Agreement. The City shall have final authority to determine in good faith whether an expenditure is “necessary and reasonable.”
3. Conform to the limitations within this Agreement and to any governing statutes, regulations and ordinances.
4. Be fully documented and determined to be in accordance with standard accounting procedures.
5. Not to be billed to any other government funding.
6. Not to be used to meet matching requirement of any other government funding source in either the current or a prior period, except when permitted by the respective government funding sources.
7. Be net of all applicable credits such as purchase discounts, rebates, sales or other income or refunds.
8. Be necessary for charges for monitoring of prevailing wage compliance conducted by the Bureau of Contract Administration, Office of Contract Compliance or other entity approved by the City
10. Project management costs for a project manager hired through documented and competitive process to oversee the design, construction and/or overall project activities.

Unallowable Costs

B. The following costs, among others, are specifically unallowable:

1. Bad Debts: Any losses arising from uncollectible accounts and other claims, and related costs.
2. Contingencies: Contributions to a contingency reserve or any similar provisions for unforeseen events.
3. Contributions and donations.
4. Travel and entertainment: Costs of travel, amusements, social activities and incidental costs, such as meals, beverages, lodging and gratuities relating to entertainment, or any political or lobbying activity.
5. Fines and Penalties: Costs resulting from violations of, or failure to comply with federal, state, and local laws and regulations.

6. Interest and Other Financial Costs: Interest or borrowings (however represented), bond discounts, refinancing of property or of facilities, cost of financing and refinancing operations, and legal and professional fees paid in connection therewith, other than those specifically allowed in advance.

7. Membership Expenses: Membership expenses are specifically disallowed.

8. Meeting Attendance: Grantee’s staff costs of attending meetings with the City, and/or its consultants, and Grantee’s staff and/or subcontractors.

9. Vehicles, Supplies and Utility costs: Gas, stationary supplies, water, electricity, phones, trash service and subscriptions.

10. Losses: Due to theft, vandalism and/or misconduct of Grantee’s staff.

11. Losses due to delay: Lack of scheduling, coordinating, and monitoring.

12. Non-competitive Subcontracts: Payments under a subcontract not obtained under competitive bidding procedure (when competitive bidding is required) unless specifically waived by the City.

13. Costs incurred prior to the date of execution of this Agreement unless specifically allowed hereunder.

14. Operating license fees.

15. Grantee’s program staffing or personnel costs, including park ranger and security costs.


17. Furnishings.

Reimbursements or payments for expenditures which are determined by the City to be unallowable must be immediately returned to the City.

§402 Deposit, Utilization, and Commingling of Funds

A. Any payment of funds made to the Grantee pursuant to this Agreement, shall be deposited only in the bank or banks approved by the City and shall be insured fully and continuously.

B. Any payment of funds made to the Grantee pursuant to this Agreement, shall be used exclusively for the activities set forth by this Agreement.

C. Any payment of funds made to the Grantee pursuant to this Agreement shall not be commingled with other funds from multiple sources that are administered by the Grantee.

§403 Funding Reduction

During the performance of this Agreement, the City shall have the authority to review the Grantee’s actual expenditures and work performance. Should the City determine that the Grantee is not in compliance with any contractual obligations, the City shall, at its discretion, take appropriate action as provided by this Agreement.

§404 Payment to the Grantee
The Grantee shall be reimbursed on a milestone basis, no later than forty-five (45) days after receipt by the City of a completed and approved invoice for expenses authorized for material furnished, service rendered or work completed under the terms and conditions of this Agreement, subject to the availability of funds for this project and subject to all other provisions of this Agreement. The agreed upon milestones shall be as described in §406 Schedule of Payments. Construction progress payment requests shall be certified by the project Architect and the Grantee.

All charges and expenses shall be properly documented with adequate vouchers and receipts. Only those expenses that are eligible and relate directly to the scope and intent of this project shall be authorized and approved for reimbursement.

The Grantee acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the City under the False Claims Act (Cal. Gov. Code §§ 12650 et seq.), including treble damages, costs of legal actions to recover payments, and civil penalties.

§405 Return of Unexpended Funds and Close-outs

A. Funds granted by the City, determined by the City to be in excess of the amount actually required, shall be immediately returned to the City.

B. The Grantee shall submit to the City a complete and accurate final close-out invoice of costs and reimbursements for services performed under this Agreement, within forty-five (45) days following the termination or completion of the design and construction phase of this Agreement. Failure by the Grantee to comply with the forty-five (45) day requirement may result in a unilateral close-out of this Agreement by the City, based on previous invoices filed with the City, and/or the imposition of sanctions as specified in §504 Suspension or §505 Termination.

§406 Schedule of Payments

The Grantee, upon submittal of an acceptable invoice, and adequate proof of completion of the milestone(s), shall be paid or reimbursed based upon the schedule of payments as specified in Exhibit G – Construction and Expenditure Schedule and the updated Construction Schedules.

The Grantee shall require the General Contractor to submit to the Grantee, the Architect, and the City a Proposed Construction Schedule and updated schedules as described in Paragraphs E through G of §608 Construction Subcontracts.

§407 Withheld Payments

A. The City will withhold up to 15% but no less than 10% of the total grant amount as Retention against the payment to the Grantee. The Retention is withheld to ensure that the Grantee completes the project and that the project is open to the public. The Retention will be released after all of the following conditions are met.

1. Sixty (60) days after the Certificate of Occupancy, Notice of Completion, or Certificate of Completion issued by BOE, as appropriate, are issued; and
2. Submittal of acceptable invoices for all project related costs; and
3. Submittal of lien releases from all contractors and subcontractors; and
4. Written confirmation submitted by the Grantee that they have received all assurances, and warranties for the project from the construction contractor.
5. Compliance with any other project construction closeout requirement that may be specified by the City.

B. The City has the authority to withhold funds under this Agreement pending a final determination by the City of questionable expenditures or indebtedness to the City arising from past or present Agreements between the City and the Grantee. Upon final determination by the City of disallowed expenditures or indebtedness, the City may deduct and retain the amount of the disallowance or indebtedness from the amount of the withheld funds.

C. Payments to the Grantee may be withheld by the City if the Grantee fails to comply with the provisions of this Agreement.

IV.b. FISCAL CONTROLS

§408 Accounting Practices

A. The Grantee shall maintain a system of internal control in accordance with standard accounting practices. Internal control comprises the plan or organization and all of the coordinate methods and measures adopted within an organization to safeguard its assets, check the adequacy and the reliability of its accounting data, promote operating efficiency, and assure adherence to prescribed management policies.

B. The Grantee’s system of accounting procedure shall be submitted to the City prior to any disbursement of funds to the Grantee.

§409 Audits and Inspections

A. At any time during normal business hours and as often as the City may deem necessary, the Grantee shall make available for examination, all of its records that support all matters covered by the Agreement.

B. The Grantee shall conduct or have conducted, on an annual basis and within ten (10) months after the close of the Grantee’s fiscal year, an audit in accordance with City requirements, and any implementing administrative regulations or field memos.

1. The audit is to be determined annually on an organization-wide basis to test the fiscal integrity of financial transactions as well as compliance with the terms and conditions of this Agreement.

2. Grantees receiving funds from two or more sources shall annually subcontract with a qualified independent auditor.

3. Grantees receiving funds solely from the City shall annually subcontract with a qualified independent auditor unless notified in writing by the City that an auditor
will be provided.

4. The Grantee, no later than fifteen (15) days of receipt of the final audit report and within ten (10) months after the close of the Grantee’s fiscal year, shall submit the report to the City.

C. During the pendency of an audit the City may:

1. Withhold a percentage of assistance payments, at the City’s sole discretion, until the audit is completed satisfactorily and submitted to the City;

2. Suspend payments due to the Grantee until the audit is completed satisfactorily and submitted to the City; and/or

3. Impose the Default, Suspension and Termination provisions of this Agreement as set forth herein.

D. The City shall have the authority to audit, examine and make excerpts or transcripts from records, including contracts, invoices, participant records and other records in both paper documents and electronic files supporting this Agreement.

1. The City may require that a Grantee that is found to have inadequate fiscal or administrative procedures, use any or all of the City’s accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of fiscal matters relating to this Agreement or to secure at the Grantee’s expense the service of independent experts.

2. The City shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler systems, fences, and backup systems, etc., to safeguard property, records and/or equipment used in the performance of this Agreement.

§410 Documentation of Construction Expenditures

Construction expenditures shall be supported and verified by properly executed General Contractor and subcontractors payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. Checks, payrolls, invoices, vouchers, orders or other accounting documents shall be clearly identified and readily accessible. The City may require additional substantiation of costs before making payment. All evidence of costs incurred or to be incurred shall identify or bear identification of the budget account to be charged.

§411 Maintenance of Records

A. Design and Construction

The Grantee shall maintain and retain records regarding the design and construction portion of this Agreement as follows:
1. Records, in their original form, shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by this Agreement. Such records shall be retained for a period of three (3) years with the following qualifications:

   a. If any litigation, claim or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

   b. When records are requested and transferred to be maintained by the City, the three (3) year retention requirement is not applicable to the Grantee.

2. The retention period starts from the date of the submission of the final expenditure report.

3. Records in their original form pertaining to matters covered by this Agreement shall at all times be retained within Los Angeles County unless written authorization to remove them is granted by the City.

B. Services and Maintenance Records

The Grantee shall maintain and retain records regarding the services and maintenance portion of this Agreement as is specified in Exhibit A – Services and Maintenance Agreement.

§412 Reporting Requirement

A. At a minimum quarterly, and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information in both paper documents and electronic files, as the City may request pertaining to matters covered by this Agreement, such as types of maintenance and/or minor repairs done by the Grantee or its subcontractors, frequency of such maintenance and repairs and all associated costs.

B. For any exceptions to the provision of Subsection A of this Section, the Grantee shall have obtained written approval from the City.

C. If the Grantee’s reports or other documentation are not submitted as required, the City reserves the right to withhold payments to the Grantee or to impose other sanctions, at the City’s sole discretion.

§411 Validity of Financial Documentation Submissions

Financial reports required to be prepared and submitted by the Grantee to the City shall be accurate and correct in all respects. Should inaccurate reports be submitted to the City, the City may elect to have the Grantee secure the services of a licensed accounting firm. Cost of such accounting services are to be borne by the Grantee and are not to be reimbursed from the funds authorized by this Agreement, unless specifically agreed to between the Grantee and the City in a written agreement.
V. REMEDIES

§501 Breach

A. In the event any party fails to perform, in whole or in part, any promise, covenant, or agreement herein, or in the documents referenced in §103 Contract Documents, or should any representations made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein with respect to termination, if any, except that it in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

B. The Grantee’s full compliance with the terms of this Agreement will have significant benefits to the City, and to the property and quality of life therein, through the preservation and protection of open spaces, wildlife, park, recreation and natural lands of the City, provision of safer recreation areas for all residents, prevention of gangs, development and improvement of recreation facilities for youth and senior citizens, the planting of trees, and/or construction of trails. Because such benefits exceed, to an immeasurable and unascertainable extent, the amount of grant monies that the City furnishes under the provisions of this Agreement, the Grantee agrees that payment by the Grantee to the City of an amount equal to the amount of the grant monies disbursed under this Agreement by the City would be inadequate compensation to the City for any breach by the Grantee of this Agreement. The Grantee further agrees, therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the City.

C. Nothing in this Section shall limit in any way the City’s legal or equitable remedies under this Agreement or the documents referenced in §103 Contract Documents.

§502 Defaults

A. Should the Grantee fail for any reason(s) to comply with the contractual obligations of this Agreement, or the terms of the documents referenced in §103 Contract Documents of this Agreement, the City reserves the right to exercise any of the following remedies:

1. Reduce the total budget and funding to conform to the Grantee’s actual performance.

2. Suspend project operations in accordance with §504 Suspension of the Agreement.

3. Terminate the Agreement in accordance with §505 Termination of this Agreement.

4. Recover spent funds.

5. Assume the management and/or operation of the project and the services and maintenance activities covered under this Agreement, either directly or by contract, including exercising the City’s Option to Lease the Project (Exhibit C.2 Option to
At its sole discretion decide to remove the improvements funded under this Agreement (Proposition K Improvements) at the City’s cost and repair the premises to its pre-Proposition K Improvements condition, in which case the parties agree that the City or its agents may enter the premises for the purpose of removing the Proposition K Improvements and repairing the premises to its pre-Proposition K improvements condition. Upon the completion of removal and repair by the City, the Service Payback period shall terminate.

7. Any other remedy provided by the documents referenced in §103 Contract Documents of this Agreement, previously incorporated by reference herein.

B. The City shall provide written notice of default to the Grantee as provided in this Agreement and the Grantee shall have fifteen (15) calendar days to cure the default. In the event the Grantee fails to cure the default within fifteen (15) calendar days, the City may avail itself of all right or remedies available at law or equity, including but not limited to those referred to in this Agreement. In the event the Grantee commences to cure default which reasonably requires more than fifteen (15) days to cure and the Grantee diligently pursues curing the default, the Grantee will not be held in default so long as the Grantee is diligently pursuing their actions to cure and completing the cure in a reasonable time period.

§503 Notices of Suspension or Termination

In the event that this Agreement is suspended or terminated, the Grantee shall immediately notify all affected employees and participants and shall notify in writing all other parties contracted under the terms of this Agreement within five (5) working days.

§504 Suspension

A. The City may suspend all or part of the project operations for failure of the Grantee to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.

B. Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.

C. Within five (5) working days, the Grantee shall reply in writing setting forth the corrective actions which will be undertaken, subject to written approval.

D. Performance under this Agreement shall be automatically suspended without any notice from the City as of the date the Grantee is not fully insured in compliance with §620 Insurance of this Agreement. Performance shall not resume without the prior written approval of the City.

§505 Termination

A. The parties agree that at any time during the term of this Agreement, the City may terminate
this Agreement or any part thereof for material breach as specified in §501 Breach of this Agreement, or as specified in §502 Defaults of this Agreement, for uncured default upon giving the Grantee written notice prior to the effective date of such termination, which date shall be specified in such notice.

B. All property documents, data, studies, reports and records purchased or prepared by the Grantee under this Agreement shall be maintained according to City directives, in accordance with the requirements of §411 Maintenance of Records.

C. In the event that the Grantee ceases to operate (i.e., dissolution of business entity status, declaration of bankruptcy, etc.), the Grantee shall provide to the City copies of all records relating to this Agreement.

D. Upon satisfactory completion of all termination activities, the City shall determine the total amount of compensation that shall be paid to the Grantee for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Agreement.

E. The City may withhold any payment due to the Grantee until such time as the exact amount of damages due to the City from the Grantee is determined.

VI. GENERAL TERMS AND CONDITIONS

§601 General

The following specifically identified General Terms and Conditions, Conditions Precedent to Execution of the Contract, Requirements, Exhibits and Attachments, contained in this Grant Agreement and specifically identified in this Section, shall hereby be incorporated herein by reference, and the termination date of such specifically referenced items, and/or the date to which the requested items must remain in compliance with the terms of the referenced Agreement, for the sole purpose of this Agreement, shall be coterminous with the termination date of this Agreement, and any such amendments to extend the termination date as might be executed by the City and the Grantee.

The documents referred to in §102 Conditions Precedent to Execution of Contract of the Grant Agreement shall be kept current. In accordance with the reporting requirement identified in §104 Contract Administration and Representative of the Parties, the Grantee shall notify the City of, or provide the City with, any changes to, updates of, or non-compliance with, any of the items listed in §102 Conditions Precedent to Execution of Contract.

§602 Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement 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 Agreement. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against the City or the Grantee. The word "Grantee" includes the party or parties identified in this Agreement. The singular shall include the plural and if there is more
than one grantee, 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.

§603 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 the City, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. The Grantee shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Agreement with no additional compensation paid to the Grantee.

In any action arising out of this Agreement, the Grantee consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

§604 Competitive Bid Requirement

A. All subcontracts entered into by the Grantee exceeding the amount of Twenty-Five Thousand Dollars ($25,000) shall be let only by competitive bids, except where using a sole supplier of services or materials, which is justified and approved in advance by the City.

B. Upon the approval of a bid or proposal package by the City, the Grantee shall advertise for the solicitation of bids at least once, a minimum of fifteen (15) days before the bid opening, in a daily newspaper printed and published in the City.

C. Bids shall be opened at a public bid opening meeting, as stipulated in the advertisement. The bid opening shall be conducted by the Grantee and attended by the bidders and a representative of the City Engineer.

D. Prior to entering into any subcontract which has a value of One Thousand Dollars ($1,000), or more, the Grantee shall submit to the City evidence that it has received a minimum of three (3) verifiable bids for such subcontract and justification for selection of the successful bidder or documentation to support the fact of the sole supplier. Records shall be maintained by the Grantee showing the successful bidder or documentation to support the fact of the sole supplier. Records shall be maintained by the Grantee showing the parties solicited and the bids submitted.

E. In addition to the above provisions, the Grantee shall comply with Article 2 Procedures and Requirements for Competitive Bidding, Chapter 1, Division 10 of the Los Angeles Administrative Code and of the sections pertaining to Competitive Bidding in the Los Angeles City Charter, and all other applicable provisions and ordinances regarding competitive bidding procedures.

F. The Grantee shall comply or shall require its subcontractors and consultants to comply with all applicable Business Inclusion Program and Local Business Preference Program.
requirements.

§605 Compliance with Prevailing Wages Laws

The Grantee warrants and certifies that in the performance of this Agreement, it shall comply and cause its contractors and subcontractors to comply with City and state laws related to the payment of prevailing wages for public works projects. Information concerning prevailing wages can be obtained from the Department of Public Works, Bureau of Contract Administration, (213) 847-6480. Monitoring of prevailing wages compliance will be conducted by the Bureau of Contract Administration, Office of Contract Compliance and shall be charged to the Grantee at the rate set by the Bureau of Contract Administration. This charge shall be considered an allowable cost under this Agreement.

§606 Compliance with Statutes and Resolutions

A. The Grantee warrants and certifies that in the performance of this Agreement, it shall comply with all applicable statutes, rules, regulations and orders of the United States, the State of California, the County and the City of Los Angeles, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment; the City’s anti-discrimination provisions and Affirmative Action Plan; and abatement of Asbestos Containing Materials (ACM) and Lead-Base Paint (LBP), including insuring that all personnel involved in the abatement or removal process of all ACMs and LBP will wear the necessary, legally-required protective clothing and respiratory gear and that the work done by properly licensed personnel. If during the course of this Agreement, the City receives or promulgates new or revised laws, regulations and/or procedures that apply to the performance of this Agreement, such data shall be submitted to the Grantee for compliance thereto. These conditions shall be made an integral part of any subsequent amendment arising out of new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

B. Applicable statutes, rules, or regulations may include, but are not limited to, the following:

1. Clean Air Act, as amended (42 USC 1857, et seq.);
2. Federal Pollution Control Act, as amended (33 USC 1251, et seq.);
3. Title VI of the Civil Rights Act of 1964, (42 USC 2000d), and implementing regulations;
4. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, (42 USC 2000e), and implementing regulations;
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, (29 USC 794), and implementing regulations issued at 45 CFR, Part 84;
6. The Americans with Disabilities Act (ADA), PL 101-336 and all applicable regulations;
7. The Age Discrimination Act of 1975, as amended, (42 USC 6101, et. seq.) implementing regulations;
8. City of Los Angeles Municipal Code Section 91.107.4.6 relating to the 1% fee for public art;
10. City of Los Angeles Child Support Assignment Orders. Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code.
17. Stormwater Pollution Control Measures for Construction Activities (Exhibit I).

§607 Conflict of Interest

A. The Grantee covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Proposition K: L.A. for Kids Program funds where such person is a director, officer, employee or agent of the subcontractor; or where such person knows or should have known that:

1. A member of such person’s immediate family, or partner, or organization has a financial interest in the subcontract;

2. The subcontractor is an entity or someone with whom such person has or is negotiating any prospective employment; or

3. The participation of such persons would be prohibited by the California Political Reform Act, California Government Code Section 87100 et seq. If such person were a public officer, because such person would have a “financial or other interests” in the subcontract.

B. Definitions

1. The term “immediate family” includes but is not limited to those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, son-in-law, and daughter-in-law.

2. The term “financial or other interest” includes but is not limited to:

   a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future
employment, a profit, or any other form of financial reward.

b. Any of the following interest in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity or membership on the board of director or governing body.

C. The Grantee further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from an actual or potential subcontractor, supplier, a party to a sub-agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

D. The Grantee shall not subcontract with a former director, officer, or employee within a one-year period following the termination of the relationship between said person and the Grantee.

E. Prior to obtaining the City’s approval of any subcontract, the Grantee shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Grantee or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Los Angeles and State of California regulations regarding conflict of interest.

G. The Grantee warrants that it has not paid or given and will not pay or give to any third person, any money or other consideration for obtaining this Agreement.

H. The Grantee covenants that no member, officer or employee of the Grantee shall have any interest, direct or indirect, in any contract or subcontract of the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.

I. The Grantee shall incorporate the foregoing Subsections of this Section into every agreement that it enters into in connection with this Project and shall substitute the term “subcontractor” for the term “Grantee.”

§608 Construction Subcontracts

A. All construction subcontracts, in connection with this Agreement, shall comply with City bidding procedures as contained in the Los Angeles City Charter and the Los Angeles Administrative Code.

B. Subsequent to the solicitation for bids procedure, the Grantee shall make a recommendation to the City for its approval of the award of the subcontract.

C. Applicable labor standard provisions including assurances that the construction contractor shall pay all his/her employees based upon prevailing wages and the General Conditions
shall be a part of all construction subcontracts awarded pursuant to this Agreement. Bidding procedures and Section 371 of the City Charter may be obtained from the City on request.

D. The construction subcontract shall require the Construction Contractor to comply with the provisions under §202 Specific Requirements of the Grantee.

E. Upon award of the Construction Contract, the Construction Contractor shall develop and submit to the Grantee, the Architect, and the City a Proposed Schedule of Work for approval before starting the construction work. The Proposed Schedule of Work shall describe in details the sequence of the construction activities, the dates, the locations, trades and number of workers, materials to be placed, and types of equipment to be used to complete the contract in the form of tabulations or scheduling charts.

F. If the Contractor desires to make a major change in the schedule after commencing, or if the schedule fails to reflect the actual progress, the Contractor shall submit to the Grantee, the Architect, and the City a revised schedule in advance of beginning revised operations.

G. The City may require more detailed construction schedules and cash flow projections depending on the complexity and the size of the project.

H. Up to 15% but no less than 10% of the Construction contract amount shall be withheld as Retention against the payment to the Construction Contractor. The Retention will be released after all of the following conditions are met.

1. Sixty (60) days after Certificate of Occupancy, Notice of Completion, or Certificate of Completion, as appropriate, are issued, and

2. All needed changes and corrective actions are completed and accepted.

I. The Retention is withheld to ensure that the Construction Contractor will implement warranty service, modification, and corrective actions.

§609 Consultant Services

Prior to the execution of a subcontract for consultant services, the Grantee shall submit to the City in writing, a bid package and proposed subcontract which contains the following items:

1. The solicitation for bids.

2. The list of persons or firms to which the solicitation announcement was sent.

3. A minimum of three bids.

4. Specific reasons for the selection of the prospective consultant. A resume or job application which fully describes the consultant's previous experience, particularly as it relates to the services to be performed under the subcontract.

5. The proposed subcontract which includes the following:
a. Full description of the work activities that will be performed by the consultant.

b. The length of time the consultant will be retained.

c. The fee to be paid to the Consultant indicating whether an hourly, rate, weekly rate, or job completion date is to be the basis for payment.

§610 Grantee’s Personnel

A. The Grantee shall employ persons meeting the qualifications for those positions they hold.

B. The Grantee shall not use Grant funds provided under this Agreement to pay salaries of its own employees. Notwithstanding the foregoing, with prior written approval from the City, the Grantee may use grant funds provided under this Agreement to pay for labor costs for the Grantee’s own employees that perform design or construction services specifically for the project.

C. Deviation of the foregoing limitations shall require written City approval before becoming effective.

§611 Copyrights

Should the performance of this Agreement result in a book or other copyrightable material, the author is free to copyright the work, but the City reserves a perpetual royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, all copyrighted material and all material which can be copyrighted.

§612 Cost-Plus-a-Percentage-of-Cost-Subcontracting

Under no circumstances shall the Grantee enter into Cost-Plus-a-Percentage-of-Cost subcontracts.

§613 Effect of Legal Judgment

Should any covenant, condition or provision herein contained be held to be invalid by final judgment in any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any other covenant, conditions or provision herein contained.

§614 Employment of Key Personnel

For the purpose of this Agreement, the Project Director and Chief Financial Officer needed in support of this Agreement shall be considered Key Personnel. Substitute or replacement personnel hired by the Grantee or collaborating subcontractors shall meet the same qualifications as staff identified in the proposal and in the Expenditure Plan. The Grantee warrants that it shall replace all key personnel with equally or better qualified staff and shall notify City of any such change.
§615 Indemnification

Except for the active negligence or willful misconduct of the City, or any of its boards, officers, agents, employees, assigns and successors in interest, the Grantee 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 the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including the Grantee's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by the Grantee, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of the 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.

§616 Intellectual Property Indemnification

The Grantee, 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 the 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 the Grantee, or its Subcontractors, in performing the work under this Agreement; or (2) as a result of the City's actual or intended use of any Work Product (as defined in §618 Ownership and License) furnished by the Grantee, or its Subcontractors, under this Agreement. The rights and remedies of the 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.

§617 Intellectual Property Warranty

The Grantee represents and warrants that its performance of all obligations under this Agreement does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, rights of publicity and proprietary information.

§618 Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Agreement including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets,
computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by the Grantee or its Subcontractors under this Agreement (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of the City for its use in any manner the City deems appropriate. The Grantee hereby assigns to the City all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Agreement. The Grantee further agrees to execute any documents necessary for the City to perfect, memorialize, or record the City’s ownership of rights provided herein.

The Grantee agrees that a monetary remedy for breach of this Agreement may be inadequate, impracticable, or difficult to prove and that a breach may cause the City irreparable harm. The City may therefore enforce this requirement 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 the City from seeking or obtaining any other relief to which the City may be entitled.

For all Work Products delivered to the City that are not originated or prepared by the Grantee or its Subcontractors under this Agreement, the Grantee shall secure a grant, at no cost to the City, for a non-exclusive perpetual license to use such Work Products for any City purposes.

The Grantee shall not provide or disclose any Work Product to any third party without prior written consent of the City.

Any subcontract entered into by the Grantee relating to this Agreement shall include this provision to contractually bind its Subcontractors performing work under this Agreement such that the City’s ownership and license rights of all Work Products are preserved and protected as intended herein.

§619 Data Protection

A. The Grantee shall protect, using the most secure means and technology that is commercially available, City-provided data or consumer-provided data acquired in the course and scope of this Agreement, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). The Grantee shall notify the City in writing as soon as reasonably feasible, and in any event within twenty-four hours, of the Grantee’s discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. The Grantee shall begin remediation immediately. The Grantee shall provide daily updates, or more frequently if required by the City, regarding findings and actions performed by the Grantee until the Data Breach or Security Incident has been effectively resolved to the City’s satisfaction. The Grantee shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with the City. At the City’s sole discretion, the City and its authorized agents shall have the right to lead or participate in the investigation. The Grantee shall cooperate fully with the City, its agents and law enforcement.
B. If the City is subject to liability for any Data Breach or Security Incident, then the Grantee shall fully indemnify and hold harmless the City and defend against any resulting actions.

§620 Insurance

During the term of this Agreement and without limiting the Grantee’s obligation to indemnify, hold harmless and defend the City, the Grantee 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 (Exhibit B – Insurance Requirements attached hereto). The insurance must: (1) conform to the City’s requirements; (2) comply with the Insurance Contractual Requirements (Exhibit B attached hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. The Grantee shall comply with all Insurance Contractual Requirements shown on Exhibit B hereto. Exhibit B – Insurance Requirements is hereby incorporated by reference and made a part of this Agreement.

§621 Installation of Financial Assistance Sign

The Grantee shall direct its General Contractor to design and install for public display upon the project premises during the construction and service and maintenance periods, a sign identifying the Grantee as a recipient of financial assistance from the City. The Grantee shall submit the design for City’s review and approval before installation. The Grantee may direct its Architect to design the sign if an architect is hired. The Grantee shall direct its General Contractor to maintain, remove graffiti and update the Financial Assistance Sign during the construction, the service and maintenance periods.

§622 Limitations of Corporate Acts

The Grantee shall not amend its Articles of Incorporation or Bylaws, move to dissolve, transfer any assets derived from funds provided under §107 Compensation herein or take any other steps which may materially affect the performance of this Agreement without first notifying the City in writing. The Grantee shall notify the City immediately in writing of any change in the Grantee’s corporate name.

§623 Limitations of Expenditures

A. The Grantee shall not expend funds provided under this Agreement prior to the commencement of this Agreement, during suspension or subsequent to termination of this Agreement.

B. Expenditures shall be made in conformance with the City approved Expenditure Plan, and shall meet criteria established for allowable costs under §401 Allowable and Unallowable Costs of this Agreement.

C. Expenditures shall be in direct support of the maintenance activities which are the subject of this Agreement. The Grantee shall notify the City in writing of any expenditure for items jointly used for any other project(s) and the expenditures shall be apportioned according to
the percentage or direct use for this project.

§624 Lobbying Prohibited

A. None of the funds provided under this Agreement shall be used for any purpose designed to support or defeat any pending legislation or administrative regulation.

B. The Grantee and its subcontractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially effects the accuracy of the information contained in any disclosure form previously filed by the Grantee.

§625 Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Agreement 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. The Grantee 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 the City. In performing this Agreement, The Grantee 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, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Agreement by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Agreement by reference and will be known as the “Equal Employment Practices” provisions of this Agreement.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Agreement by reference and will be known as the “Affirmative Action Program” provisions of this Agreement.

Any subcontract entered into by the Grantee for work to be performed under this Agreement must include an identical provision.

§626 Patents

Any discovery or invention arising out of or developed in the course of work aided by the Agreement shall be promptly and fully reported to the City for determination by the City as to whether the patent protection on such invention or discovery should be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.
§627 Participation of Minority, Women and Other Business Enterprises

To the fullest extent possible in the administration of this Agreement, Grantee agrees to provide opportunities for minority owned, women and other businesses enterprises to participate in procurements under this Agreement.

§628 Permits

The Grantee and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for the Grantee’s performance of this Agreement. The Grantee shall immediately notify the City of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to the Grantee’s performance of this Agreement.

§629 Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Agreement, the Grantee shall maintain valid Business Tax Registration Certificate(s) as required by the 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.

§630 Political Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

§631 Assignment and Delegation

The Grantee may not, unless it has first obtained the written permission of the City:

A. Assign or otherwise alienate any of its rights under this Agreement, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Agreement.

§632 Prohibition of Legal Procedures

The Grantee is prohibited from using Grant funds received under this Agreement, or funds realized as a result of this Agreement, for the purpose of instituting legal proceedings against the City or their official representatives.

§633 Public Information

In all communications with the press, television, radio or any other means of communicating with the general community, the Grantee shall make specific reference to the City of Los Angeles as a/the sponsoring agency of the project.
§634  Restriction on Disbursements

No money received pursuant to this Agreement by the Grantee shall be disbursed to any subcontractor except pursuant to a written agreement which incorporates the applicable General Contract Conditions as set forth in Part VI GENERAL TERMS AND CONDITIONS of the Agreement and unless the subcontractor is in compliance with City requirements with regard to accounting and fiscal matters, to the extent that they are applicable.

§635  Confidentiality

All documents, information and materials provided to the Grantee by the City or developed by the Grantee pursuant to this Agreement (collectively “Confidential Information”) are confidential. The Grantee shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by the City or as required by law. The Grantee shall immediately notify the City of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Agreement.

§636  Separation of Church and State

Should the Grantee be deemed to be a religious or denominational institution, in addition to, and not in substitution, for other provisions of this Agreement regarding the provision of public services with Proposition K: L.A. for Kids Program Assessment Funds, the Grantee hereby:

A. Represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institutional organization;

B. Agrees that, in connection with such public services:
   1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
   2. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
   3. It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services;

The funds received under this Agreement shall not be used to maintain any facility which is owned by the Grantee and in which the religious services or other religious activities are to be conducted; provided that, minor repairs may be made if such repairs: (1) are directly related to the public services; (2) are located in a structure used exclusively for non-religious purposes; and (3) the costs constitute in dollar terms only an incidental portion of the Proposition K: L.A. for Kids Grant expenditure for the public services.
§637 Site Security and Performance Security Instruments

A. Site Selection

A written description giving full details of any site selected by the Grantee for use pursuant to this Agreement shall be submitted to the City for review prior to renting, leasing or acquiring the site.

B. Acquisition

If this Agreement covers the acquisition of the property where the project will be located, the City shall have the right to review and approve any appraisal, Purchase Contract, Escrow Instructions, Title Report or other instruments generated as a part of the acquisition process. All property acquired with Proposition K funds must be owned by the City. The City shall only approve expenditures of Proposition K grant funds for acquisition in the amount which is determined to be fair market value based on a property appraisal prepared by a California licensed appraiser.

Upon acquisition, the Grantee shall lease the site from the City in order to develop the project and perform the Services and Maintenance obligations under this Agreement.

C. Site Security and Performance Security Instruments

In order to ensure that the Grantee will adhere to the requirements of this Agreement (including the Services and Maintenance Agreement), and to ensure that the purposes of the Proposition K: L.A. for Kids Program are carried out, the Grantee shall provide the applicable site security and performance security instruments as set forth below.

1. Grantee Owns the Property

If the Grantee already owns the project site the Grantee shall execute a Promissory Note secured by a Deed of Trust, which are both attached hereto collectively as Exhibit C.1. The Grantee shall also execute an Option to Lease, which is attached hereto as Exhibit C.2. The Grantee shall also execute a Memorandum of Covenant Affecting Real property, which is attached hereto as Exhibit C.3.

2. Grantee is Leasing the Site from a Non-City Property Owner

If the Grantee is leasing the site from a non-City owner the Grantee shall provide the following:

a. A Copy of the Master Lease between the owner of the property (lessor or Master Lessor) and the Grantee (Lessee) (which is attached hereto as an attachment to Exhibit D.1).

b. An executed Sublease between the Grantee and the City (which is attached hereto as Exhibit D.2(a)). The Sublease must be signed by the owner of the property (Master Lessor) acknowledging that the property owner consents to the Sublease to the City and consents to the improvements that the Grantee will make under this Agreement.
No Proposition K funds shall be disbursed under this Agreement until a Sublease is executed and attached hereto.

c. An executed Sublease Leaseback (Exhibit D.2(b)) whereby the City is subleasing back the site to the Grantee.

3. Grantee is Leasing the Site from the City [NOT APPLICABLE]

The Grantee is leasing the site from the City, therefore the Lease Agreement with the City shall have a term of sufficient time to cover the entire term of this Agreement, including completion of design and construction and the term for completion of the services and maintenance obligations as specified in §106 and Exhibit A of this Agreement. The Lease Agreement with the City must contain a cross-default provision specifying that a default on the Lease Agreement by the Grantee shall constitute a default of this Agreement. If the Grantee defaults on the Lease Agreement, such default shall constitute a default on this Agreement.

If the Lease Agreement (containing the cross default provision and sufficient term) is executed from the City (RAP) to the Grantee prior to the date of execution of this Agreement, the Lease Agreement shall be attached hereto as Exhibit D.3. In the event a Lease Agreement has not been executed at the time this Agreement is executed, no funds will be distributed to the Grantee until such time an approved Lease Agreement is executed.

If the Lease Agreement is not executed by, this Agreement shall terminate and no funds shall be distributed.

D. Services & Maintenance

In return for receiving a Proposition K grant, the Grantee shall provide the services as described in this Agreement, including the Services and Maintenance Agreement (Exhibit A). In the event the Grantee breaches, defaults, or fails to provide the services, the City shall have the right to exercise the site security and performance security instruments set forth above in order for the City or its designee to continue providing the services on the same project site and in the facility acquired, developed or improved under this Agreement.

§638 Subcontracts

A. For the purpose of this Agreement, subcontracts shall include, but not be limited to, third party agreements, consultant services subcontracts, and construction subcontracts.

B. Subcontracts entered into in the performance of this Agreement shall:

1. Be subject to the terms and conditions set forth in this Agreement. City may require incorporation of the applicable provisions in a written agreement.

2. Specifically prohibit assignment or transfer of interest without prior written approval by the City.
3. Specifically provide proof, when applicable, of the appropriate permits and/or business licenses.

C. A copy of each executed subcontract, or amendment(s) thereto, shall be submitted to the City prior to payment.

§639 Amendments

A. Either party may request an amendment to this Agreement. Amendments to this Agreement must be mutually agreed in writing and properly executed by both the City and the Grantee.

§640 Waivers

A. Waivers of any provision of this Agreement must be in writing and signed by the appropriate authorities of the City or the Grantee.

B. A waiver of a default of any part, term or provision of this Agreement 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.

§641 Complete Agreement

This Agreement, and the attachments and exhibits incorporated herein by reference herein contain the full and complete agreement between the two parties. No verbal Agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§642 Number of Originals and Exhibits and Counterparts

This Agreement is executed in three (3) duplicate originals, each of which is deemed to be an original.

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

§643 Severability

If any term, covenant or condition of this Agreement shall, to any extent, be invalid, void, illegal or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

§644 Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Agreement, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a
lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of the Grantee shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both the Grantee and Subcontractor, and without any fault or negligence of either of them. In such case, the Grantee shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Grantee to perform timely. As used in this Agreement, the term "Subcontractor" means a subcontractor at any tier.

In the event the Grantee's delay or failure to perform arises out of a Force Majeure Event, the Grantee 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.

§645 Child Support Assignment Orders

The Grantee shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, the Grantee shall fully comply with all applicable State and Federal employment reporting requirements. Failure of the Grantee to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of the Grantee to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the Grantee under this Agreement. Failure of the Grantee or principal owner to cure the default within 90 days of the notice of default will subject this Agreement to termination for breach. Any subcontract entered into by the Grantee for work to be performed under this Agreement must include an identical provision.

§646 Living Wage Ordinance

The Grantee shall comply with the Living Wage Ordinance, LAAC Section 10.37 et seq., as amended from time to time. The Grantee further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by the Grantee for work to be performed under this Agreement must include an identical provision.

§647 Service Contractor Worker Retention Ordinance

The Grantee shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 et seq., as amended from time to time. Any subcontract entered into by the Grantee for work to be performed under this Agreement must include an identical provision.
§648 Access and Accommodations

The Grantee represents and certifies that:


B. The Grantee 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. The Grantee shall provide reasonable accommodation upon request to ensure equal access to City-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this Agreement are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

The Grantee understands that the City is relying upon these certifications and representations as a condition to funding this Agreement. Any subcontract entered into by the Grantee for work to be performed under this Agreement must include an identical provision.

§649 Contractor Responsibility Ordinance

The Grantee shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 et seq., as amended from time to time.

§650 Iran Contracting Act of 2010

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with the City for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

§651 Warranty and Responsibility of Grantee

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

§652 Disclosure Ordinances

Unless otherwise exempt by the provisions of the following Disclosure Ordinances, Grantee must comply with the Slavery Disclosure Ordinance (Los Angeles Administrative Code Section
10.41), the Disclosure of Border Wall Contracting Ordinance (Los Angeles Administrative Code Section 10.50, and the Disclosure of Contracts and Sponsorship of the National Rifle Association (Los Angeles Administrative Code Section 10.52).

§653 Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Agreement is valued at $100,000 or more and requires approval by an elected City office, the Grantee, Grantee’s principals, and Grantee’s Subcontractors expected to receive at least $100,000 for performance under the Agreement, 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 the City to terminate this Agreement 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 months after this Agreement is signed. Additionally, a grantee 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 grantee 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 Agreement:

“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 months after the CITY contract is signed. You are required to provide the names and contact information of your principals to the Grantee and to amend that information within ten business days if it changes during the twelve 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.”

§654 Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to the Grantee unless the 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 Agreement.

§655 Compliance with Identity Theft Laws and Payment Card Data Security Standards

The Grantee shall comply with all identity theft laws including without limitation, laws related
to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. The Grantee also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, the Grantee shall verify proper truncation of receipts in compliance with FACTA.

§656 Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, the Grantee shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by the City. The Grantee is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of the Grantee working on premises to pass a fingerprint and background check through the California Department of Justice at the Grantee’s sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

§657 Possessory Interests Tax

Rights granted to the Grantee by the City may create a possessory interest. The Grantee 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, the Grantee shall pay the property tax. The Grantee acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

§658 Stormwater Pollution Control Measures For Construction Activities

The Grantee shall comply with the requirements of the “Stormwater Pollution Control Measure for Construction Activities – Final Article”, attached hereto as Exhibit I.

§659 First Source Hiring Ordinance - Exempt

[Signature page follows.]
IN WITNESS WHEREOF, the parties here to have executed Agreement on the day and year written below:

APPROVED AS TO FORM:
MICHAEL N. FEUER
City Attorney

By: ________________________________
Deputy City Attorney

Date: 6/27/19

FOR THE CITY OF LOS ANGELES
APPROVED AND AGREED TO:

By: ________________________________
GARY LEE MOORE, PE, ENV SP
City Engineer

Date: 6/26/19

ATTEST:
HOLLY L. WOLCOTT
CITY CLERK

By: ________________________________
Deputy City Clerk

Date: 6/27/19

FOR THE GRANTEE:
LOS ANGELES BOYS & GIRLS CLUB/C
APPROVED AND AGREED TO:

By*: ________________________________
Ellen Kitchen
Print Name: Ellen Kitchen
Print Title: Secretary
Date: June 15, 2019

By**: ________________________________
Juana Lambert
Print Name: Juana Lambert
Print Title: Executive Director
Date: June 15, 2019

NOTE: If the GRANTEE is a corporation, two signatures are required.
*The signature of President, Chairman of the Board, or Vice President is required here; and
** an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for a Corporation.

City of Los Angeles Business Tax Registration Certificate No.: 276071-86
Council File No.: 16-0428
EXHIBIT A

SERVICES & MAINTENANCE AGREEMENT
EXHIBIT A
SERVICES AND MAINTENANCE AGREEMENT

§A 1 SERVICE PAYBACK

Grantee shall pay back to the City, in the form of services, the compensation received, as provided in Section 212 - Service Payback for all Proposition K projects funded under this Agreement. Payback will commence upon receipt of Certificate of Occupancy, Notice of Completion, or Certificate of Completion issued by BOE, as appropriate, and will cease when the Grantee has completed 10 years of service requirements.

The Grantee shall provide the City with timely quarterly reports to evidence the payback as required in Section A 4 – Service Quarterly Report.

When the Grantee has fully complied with all aspects of this Agreement, the City’s interest in the funded project will terminate. If the Grantee does not meet the minimum service payback requirements of this Agreement the City may exercise any of the remedies provided for in Part V. REMEDIES of this Agreement. The City also reserves the right to recover the remaining prorated portion of the grant from the Grantee amortized as provided in Section 212 – Service Payback of the Agreement. The City will bill the Grantee for the pro-rated amount, and the City will develop a term of repayment. As allowed by law the City may also elect to invoke the remedy provided under Section A1.1 - Performance Security Instruments, of this Agreement, and place a new operator, of the City’s choosing, to provide the services called for under this Agreement, at the location of the project.

§A1.1 PERFORMANCE SECURITY INSTRUMENTS

To guarantee the service payback, this Agreement requires that the receipt of funds allocated through the competitive grant process for recreational improvements on the Grantee owned property be contingent on the existence of Performance Security Instruments between the Grantee and the City as in Exhibit D.1, D.2(a) and D.2(b) – Grantee is leasing the site from a Non-City Property Owner. Exhibit D.1 – Master Lease, D.2(a) – Sublease between Grantee and the City, D.2(b) – Sublease Leaseback whereby the City is subleasing back the site to the Grantee.

§A1.2 SERVICES TO BE PROVIDED BY THE GRANTEE

The athletic field and basketball court lighting will enhance the following services at the Los Angeles Boys & Girls Club.

Hours of operation at the facility will be as follows:

1. January – December
   
   Monday – Friday 7:30 am – 10:00 pm
   Saturday - 10:00 am – 5:00 pm

2. Baseball, Basketball & Volleyball for children of all age
   
   Monday – Friday
   School year 2:00 pm – 7:00 pm
School breaks 9:00 am - 6:00 pm

3. Recreational sports year round for children and teens of all ages
   School year 7:30 am – 7:00 pm
   School breaks 7:30 - 6:00 pm

4. Basketball, baseball and volleyball leagues and tournaments
   Practice 4:00-7:00 pm year round

5. Community athletic leagues and tournaments to be held three times a year, summer, fall and spring.

6. Senior and community members use of the gym year-round from
   7:00 pm -9:00 pm

7. Use of the gymnasium for community gatherings throughout the year on holidays and for special events

B. The Grantee shall utilize the facility for the purpose of providing said services for term of this Service and Maintenance Agreement. Grantee shall only use the portion of funds for the project provided by the City for recreation services.

C. The portion of facilities funded by the City shall not be used for the indoor presentation of performances, shows, age productions, fairs, conventions, exhibitions, pageants, meetings, parties or other group events, activities or functions.

§A 2 ATTENDANCE AT CITY MEETINGS AND/OR TRAINING SESSIONS

The Grantee shall be required to attend all meetings and/or training sessions as identified by the City. The Grantee may be excused from attendance only by prior written consent of the City.

§A 3 CORRECTIVE ACTION PLANS

The Grantee shall identify and provide corrective action plans in writing to the City, within ten (10) working days of discovering issues or barriers in fulfilling the Grantee’s Agreement requirements.

§A .4 SERVICE QUARTERLY REPORT

The Grantee shall submit to the City on quarterly calendar period, the reports of activity on City approved reporting format, and which shall be due on the tenth (10) day of the calendar month following the end of the preceding quarterly period.

1. The number of youth served per month during the reporting period and their ethnicity.

2. Grantee shall request that each program participant, or their parent or guardian, complete an evaluation, quarterly or at the completion of any program, said
evaluation designed to identify the participant's satisfaction with the program and the quality and management of said program. The Grantee shall submit to the City a report which summarizes the findings of said evaluation at Minimum quarterly or at the completion of any program pursuant to a format specified by the City. Grantee is to keep record of the original evaluations and make available on demand by the City's authorized representative for audit and monitoring purposes.

3. The number of new clients enrolled in the identified program services, and the number of clients on the waiting list, if applicable.

4. The types of services provided including any major or minor modifications in services provided.

5. The number of hours per reporting period the facility is available for operational use.

6. The number of staff members employed for direct supervision of operational programs conducted in the facility or in those portions of the facility constructed with Proposition K: L.A. for Kids funds.

7. Status of any minor or major problems which limit reasonable public access to the facility.

8. Status of any minor or major problems that prevent or hamper the continuation of aforementioned services and, if any, a corrective action plan including costs, tasks, and timetables.

9. Status of any minor or major program modifications previously approved to reductions in the aforementioned services and, if any, a corrective action plan including tasks, costs and timetables.

§A 5 MAINTENANCE AGREEMENT

The Grantee will be responsible for the on-going operational, janitorial, and capital maintenance of the facility and is responsible for maintaining compliance with health and safety, building and fire codes.

§A 6 QUARTERLY MAINTENANCE REPORT

A. Any fire, building and safety, or health code violations shall be immediately reported to the City, and a corrective action plan shall be prepared within ten (10) working days of the issuance of the violation.

B. The Grantee shall submit to the City on a quarterly calendar period, the following reports of activity on City approved reporting format, and which shall be due on the tenth (10) day of the calendar month following the end of the preceding quarterly period.

1. The description, costs, and schedule of routine maintenance and janitorial services at the facility, pursuant to a format specified by the City.
2. The type and description of any non-routine major or minor maintenance services provided at the facility.

§A 7 CITY’S REPRESENTATIVE

The City Engineer is the City’s authorized representative for the service and maintenance contracts. The reporting forms shall be sent to:

**Gary Lee Moore, PE, ENV SP, City Engineer**
Department of Public Works
Bureau of Engineering
Recreational and Cultural Facilities Division
1149 South Broadway, 8th Floor
Los Angeles, CA 90015
Attention: Neil Drucker, Program Manager
Phone: (213) 847-4708
Email: Neil.Drucker@lacity.org

A 8 GRANTEE’S REPRESENTATIVE

The Grantee’s authorized representative for the purpose of this Service and Maintenance Agreement and its requirements shall be:

**Juana Lambert, Executive Director**
2635 Pasadena Ave,
Los Angeles, California 90031
Phone: (323) 221-3173
Fax: (323) 221-3082
Email: jlambert@labgc.org

§A 9 MAINTENANCE OF RECORDS

The Grantee shall maintain records in their original form in accordance with requirements specified by the City with respect to all matters covered by this Exhibit A – Services and Maintenance Agreement. Such records shall be retained for the duration of the Services and Maintenance Agreement as specified in Section A1 – Service Payback, and for a period of three (3) years after completion of the services and maintenance requirements.
EXHIBIT B
INSURANCE REQUIREMENTS
# Required Insurance and Minimum Limits

Name: Los Angeles Boys & Girls Club - Grantee  
Date: 05/24/2019

Agreement/Reference: Prop K Funding - 2635 Pasadena Ave. - Upgrade Lighting for Athletic Field/Basketball Court (and electrical panels)

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.

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<tr>
<th>Limits</th>
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<th>Statutory</th>
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<td>WC</td>
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<td>EL</td>
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</table>

- **Workers’ Compensation - Workers' Compensation (WC) and Employer’s Liability (EL)**
  - Waiver of Subrogation in favor of City
  - Longshore & Harbor Workers
  - Jones Act

- **General Liability**
  - At least $1,000,000 aggregate general liability coverage (may be met via umbrella coverage). City of Los Angeles must be named as an additional insured party.
  - $1,000,000

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

- **Professional Liability** (Errors and Omissions)
  - Discovery Period: Twelve (12) months after completion of work or date of termination.
  - $1,000,000

- **Property Insurance** (to cover replacement cost of building - as determined by insurance company)
  - All Risk Coverage
  - Flood
  - Earthquake

- **Pollution Liability**

- **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**
  - 100% of the contract price

- **Crime Insurance**

Other: Submitted to Jacob John (213-847-4723) @ BOE (Prop K). 5/24/2019.
- Funding Amount: $449,483
- **Professional Liability Insurance requirement may be transferred to subcontracted architect for design services (if any).**
Exhibit D.1 – Master Lease
(Where Los Angeles Boys & Girls Club leases the property from the Los Angeles Boys & Girls Club Foundation)
LEASE

LOS ANGELES BOYS AND GIRLS CLUB

In consideration of the respective agreements herein contained, the Los Angeles Boys and Girls Club Foundation, a California non-profit corporation, as Lessor, hereby leases to the Los Angeles Boys and Girls Club, a California non-profit corporation, as Lessee, and Lessee leases from Lessor that certain real property in the City of Los Angeles, County of Los Angeles, State of California, comprising approximately two (2) acres, more or less, known as 2635 Pasadena Avenue, and more particularly described as: Parcel 22, as shown on that certain map recorded on Page 20 of Map Book 5205 in the Office of the County Recorder of Los Angeles County, California, together with all buildings, improvements thereon, and equipment therein.

Said real property, including the land, all improvements thereon, and equipment therein, is herein called the “Premises.”

1. Term.

1.1. Term. The initial term of this Lease shall be from November 1, 1995 to June 30, 2013. After June 30, 2013, the term of this Lease shall be from year to year, commencing on the 1st day of July, 2013, and continuing until one of the parties hereto gives to the other written notice terminating the tenancy.

1.2. Notice of Termination. Either party hereto may terminate this Lease at the expiration of any term by giving to the other party written notice of his intention to do so not less than ninety (90) days before the expiration of the term.

2. Rent.

2.1. Rent. Lessee agrees to pay to Lessor, as rent for the Premises and during the full term as specified herein, the sum of one dollar ($1.00) per year. Lessor hereby acknowledges the receipt of the sum of one dollar ($1.00), being the rent for the initial term hereof.
2.2. Additional Rent. This Lease is what is commonly called a "Net Lease," it being understood that Lessor shall receive the rent set forth in Paragraph 2.1 free and clear of any and all other impositions, taxes, liens, charges, or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. In addition to the rent reserved by Paragraph 2.1, Lessee shall pay to the parties respectively entitled thereto all impositions, insurance premiums, operating charges, maintenance charges, construction costs, and any other charges, costs, and expenses which arise or may be contemplated under any provisions of this Lease during the term hereof.

3. Use.
3.1. Use. The Premises shall be used and occupied only for a Boys and Girls Club.
3.2. Compliance With Law. Lessee agrees not to use or suffer or permit the Premises or any part thereof to be used for any purpose or use in violation of any law, ordinance, or regulation of any governmental authority, and not to suffer or permit the Premises or any part thereof to be used in any manner that will injure or impair the structural strength of the building. Lessee shall conform in every respect to all laws, ordinances, and regulations now in force or that are enacted or adopted hereafter which affect the use or occupancy of the Premises.

Lessee acknowledges that it is presently in possession of the Premises, is fully aware of the condition thereof, and hereby accepts the Premises in their condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county, and state laws, ordinances and regulations governing and regulating the use of the Premises, and accepts this Lease subject thereto. Lessor shall not be liable to Lessee or any other person for or on account of any injury or damage of any kind whatsoever to persons or property occasioned in or about the Premises or wheresoever arising, or resulting from any patent or latent defect, structural or otherwise, in the construction, condition, or present or future lack of repair of the Premises or of the building, the wiring, the equipment or apparatus therein or thereof, the plumbing, gas, water, steam or other pipes or sewerage, or the use, misuse, or disuse of the Premises or the building or any part thereof, or any equipment therein or apparatus thereof by the Lessee, or any of its licensees or invitees.
5. Maintenance, Repairs, and Alterations.

5.1. Lessee’s Obligations. Lessee shall during the term of this Lease keep in good order, condition, and repair, the Premises and every part thereof, structural or non-structural, and all adjacent sidewalks, landscaping, driveways, parking lots, fences and signs located in the areas which are adjacent to and included with the Premises. Lessor shall incur no expense no have any obligation of any kind whatsoever in connection with maintenance of the Premises.

5.2. Surrender. On the last day of the term hereof, or on any sooner termination, Lessee shall surrender the Premises to Lessor in the same condition as when received, ordinary wear and tear excepted.

5.3. Alterations and Additions.

(a) Lessee shall not, without Lessor’s prior consent, make any alterations, improvements, additions, or utility installations, in, on, or at the Premises.

(b) Lessee shall pay, when due, all claims for labor and materials furnished or alleged to have been furnished to or for Lessee at or for use in the Premises, which claims are or may be secured by any mechanics’ or materialmen’s lien against the Premises or any interest therein.

6. Insurance.

Lessee agrees to and shall at its own cost and expense procure and maintain during the entire Lease term a policy or policies of comprehensive, public, and liability insurance covering the Premises in amounts and form satisfactory to Lessor. All such insurance shall be written in such manner as to protect the interest of Lessor and Lessee. Lessee shall supply Lessor during the first month of the term hereof, with a copy of either the insurance policies or certificates of the insurance company issuing such insurance, and Lessee agrees that the insurance policies and/or certificates shall be in such form that is acceptable to Lessor, and such insurance policies shall not be cancelable or altered except upon fifteen (15) days’ prior written notice in writing to the Lessor from the insurance company writing such insurance.

7. Welfare Exemption.

Lessee realizes that the Premises is presently exempt from property tax by virtue of the “Welfare Exemption” under Section 1c of Article XIII of the Constitution of California and Sections 214, 254.5, and 259.5 of the Revenue and Taxation Code and agrees to cooperate with Lessor in maintaining this exemption; Lessee further agrees to execute any documents and to make any filings which may be necessary or appropriate to effect this purpose.
8. Utilities.

Lessee shall pay for all water, gas, heat, light, power, telephone, and all other utilities and services supplied to the Premises, together with any taxes thereon.

9. Assignments and Subletting.

Lessee shall not assign, transfer, mortgage, pledge, hypothecate, or encumber this Lease, or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and employees of Lessee excepted) to occupy or use the Premises, or any portion thereof, without the prior written consent of Lessor and a consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by another person. Any such assignment or subletting without such consent shall be void, and shall at the option of Lessor terminate this Lease. This Lease shall not, nor shall any interest therein, be assignable as to the interest of Lessee by operation of law, without the prior written consent of Lessor.

10. Defaults; Remedies.

10.1. Defaults. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Lessee:

(a) The vacating or abandonment of the Premises by Lessee.
(b) The failure by Lessee to make any payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of three (3) days after written notice thereof from Lessor to Lessee.
(c) The failure by Lessee to observe or perform any of the covenants, conditions, or provisions of this Lease required to be observed or performed by Lessee, other than described in Paragraph (b) above, where such failure shall continue for a period of thirty (30) days after written notice thereof from Lessor to Lessee; provided, however, that if the nature of Lessee’s default is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed to be in default if Lessee commences such cure within said thirty (30) -day period and thereafter diligently prosecutes such cure to completion.
(d) The loss of Lessee’s status as a tax-exempt, non-profit corporation.

10.2. Remedies. In the event of any such default or breach by Lessee, Lessor may at any time thereafter, with or without notice or demand and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such default or breach.
Terminate Lessee’s right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Premises to Lessor.

11. Condemnation.

If the Premises or any portion thereof are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called “condemnation”), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than ten percent (10%) of the floor area of the improvements on the Premises, or more than twenty-five percent (25%) of the land area of the Premises which is not occupied by any improvements, is taken by condemnation, Lessee may, at Lessee’s option, to be exercised in writing only within ten (10) days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within ten (10) days after condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages. In the event that this Lease is not terminated by reason of such condemnation, Lessor shall, to the extent of severance damages received by Lessor in connection with such condemnation, repair any damage to the Premises caused by such condemnation except to the extent that the Lessee has been reimbursed therefore by the condemning authority. Lessee shall pay any amount in excess of such severance damages required to complete such repair.


12.1. Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

12.2. Captions. Article and paragraph captions are not a part hereof.

12.3. Incorporation of Prior Agreements; Amendments. This Lease contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification.
12.4. Notices. Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by regular mail, addressed to Lessor and Lessee respectively at the addresses set forth after their respective signatures at the end of this Lease.

12.5. Waivers. No waiver by Lessor or any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Lessee of the same or any other provision. Lessor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to or approval of any subsequent act by Lessee. The acceptance of rent hereunder by Lessor shall not be a waiver of any preceding breach by Lessee of any provision hereof, other than the failure of Lessee to pay the particular rent so accepted, regardless of Lessor’s knowledge of such preceding breach at the time of acceptance of such rent.

12.6. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

12.7. Covenants and Conditions. Each provision of this Lease performable by Lessee shall be deemed both a covenant and a condition.

12.8. Binding Effect; Choice of Law. Subject to any provisions hereof restricting assignment or subletting by Lessee and subject to the provisions of Paragraph 12.1, this Lease shall bind the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of California.

13. Termination.

Anything else in this Lease to the contrary notwithstanding, either party may terminate this Lease at any time upon giving ninety (90) days' written notice to the other.

The parties hereto have executed this Lease at the place and on the dates specified immediately adjacent to their respective signatures.

Lessee
Los Angeles Boys and Girls Club, a California non-profit corporation
By  Rueben Jauregui, President
2635 Pasadena Avenue
Los Angeles, California 90031

Lessor
Los Angeles Boys and Girls Club Foundation, a California non-profit corporation
By  Keith B. Elmer, President
2635 Pasadena Avenue
Los Angeles, California 90031
MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE (this “Memorandum”) is entered into as of December __, 2001, by and between THE LOS ANGELES BOYS AND GIRLS CLUB FOUNDATION, a California non-profit corporation (“Lessor”), and THE LOS ANGELES BOYS AND GIRLS CLUB, a California non-profit corporation (“Lessee”) with reference to the following Recitals:

A. Lessor is the fee owner of that certain real property (the “Property”) located at and commonly known as 2635 Pasadena Avenue, Los Angeles, California and more particularly described as Parcel 22 as shown on that certain Parcel Map recorded in Map Book 5205, Page 20 in the office of the Los Angeles County Recorder (the “Official Records”).

B. Lessor has previously entered into that certain Lease dated as of November 1, 1995 (the “Lease”), with Lessee, wherein Lessor has leased the Property, together with all buildings, improvements and equipment thereon to Lessee upon the terms and conditions set forth in the Lease. The term of the Lease (the “Term”) expires on June 30, 2013 as set forth in the Lease.

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby execute this Memorandum to evidence of record the leasehold interest created by the Lease in the Property and the parties hereby agree as follows:

1. In the event of any conflict between the terms of this Memorandum and the terms of the Lease, the terms of the Lease shall control.

2. It shall be conclusive evidence that the leasehold interest created by the Lease in the Property has terminated if Lessor records a Notice of Termination in the Official Records.

3. This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Memorandum attached thereto.
IN WITNESS WHEREOF, the undersigned parties have each caused this Memorandum of Lease to be executed by their duly authorized representatives as of the date first above written.

LESSOR: THE LOS ANGELES BOYS AND GIRLS CLUB FOUNDATION, a California non-profit corporation

By: [Signature]

Name: JoEllen Kitchen
Its: Foundation Board Member

[Signatures continued on next page]
LESSEE: THE LOS ANGELES BOYS AND GIRLS CLUB,
a California non-profit corporation

By: 

Name: June Aiello
Its: Executive Director
On December 18, 2001, before me, ROSALIA GARCIA, a Notary Public, personally appeared JOELLEN KITCHEN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Assignment of Real Estate Lease and Agreement
ASSIGNMENT OF REAL ESTATE LEASE AND AGREEMENT

This Assignment of Real Estate Lease and Agreement made and entered into by and between Los Angeles Boys and Girls Club, (Lessee, hereinafter called Borrower), Los Angeles Boys and Girls Foundation (hereinafter called Lessor), and the Community Development Department, City of Los Angeles (hereinafter called Assignor):

WITNESSETH:

WHEREAS, Borrower and Lessor have entered into a seventeen (17) year - eight (8) month Lease dated November 9, 1995 to May 28, 2012. The execution of such lease is recorded on November 9, 2000 (in Book 61, as instrument No. 3425947) filed in the office of the Los Angeles County Recorder.

ASSIGNMENT OF REAL ESTATE LEASE AND AGREEMENT

This Assignment of Real Estate Lease and Agreement made and entered into by and between Los Angeles Boys and Girls Club, (Lessee, hereinafter called Borrower), Los Angeles Boys and Girls Foundation (hereinafter called Lessor), and the Community Development Department, City of Los Angeles (hereinafter called Assignor):

WITNESSETH:

WHEREAS, Borrower and Lessor have entered into a seventeen (17) year - eight (8) month Lease dated November 9, 1995 to May 28, 2012. A memorandum of such lease is recorded on November 9, 2000 (in Book 61, as instrument No. 3425947). Official Records of Los Angeles County, State of California, covering property described in follows:

The real property and improvements to be affected by this Agreement are located at 2035 Rattlesnake Avenue, Los Angeles, CA 90031, and is further defined as:

Parcel 22 as shown on the parcel parcel map recorded in Book 5205, Page 20 in the office of the Los Angeles County Recorder.

AND, WHEREAS, Assignor has authorized a loan to Borrower in the amount of $200,000.00 with an interest to be paid in installments for a period of six and one-quarter (6.25) years, to run concurrently with the service payment covenant to City Agreement No. 88739, Section 203.4. An amortization rate of $40,000 per year shall commence when the Lease obtains a Certificate of Occupancy or Notice of Completion and begins utilizing the space to fulfill its service obligations.

AND, WHEREAS, the loan is to be evidenced by a deed of trust to be recorded in the County Recorder's office at the time the loan is closed.

NOW, THEREFORE, for and in consideration of the premises herein above stated and of the covenants herein contained, and of the covenants contained herein and as security for the payment of the sum of $200,000.00, Borrower, Lessee, and Assignor, hereby agree with and among themselves, and this Agreement is made and entered into:

A. Borrower and Lessor further agree:

1. Borrower is not in default in the performance of the terms, conditions, or covenants of the Lease, or any part thereof, and Borrower and Lessor will each perform the covenants and conditions of the Lease.

2. Except as otherwise herein provided, Borrower and Lessor will not, except on agreement between them, modify or terminate the Lease without consent of Assignor.

3. In the event Borrower defaults on the Lease, either Lessor shall have the right to terminate the Lease in accordance with its terms, provided however, Lessor shall first give Assignor sixty (60) days written notice of the default. Assignor shall have the right to cure the default during the notice period, and during such period, Lessor will take no action to enforce its claims arising from the default without Assignor's consent.

4. Borrower shall not perform the terms of the Lease, or any part thereof, without written notice and consent of Assignor, and in the event Borrower defaults in the performance of any of its obligations on the leased premises, any renewal, substitution, or extension thereof, or any agreement made in connection therewith, including this agreement, then Assignor may, at its option, without notice and using such force as may be necessary, enter the leased premises and do any one or more of the following:

a. Remove all property of Borrower that is hypothecated as collateral for loan.

b. Sell the property referred to in Paragraph 6a on the leased premises.

c. Transfer and assign the lease and Borrower's rights thereto to parties satisfactory to Assignor and Lessor, and upon Assignor's written consent: the obligations of the lease shall be binding on the transferee.

B.
Lessor hereby subscribes to this lease and may now have or hereafter acquire an interest in property of Borrower, that is now or hereafter security for the payment of loan, or Assignee's lien on the property and its Assignee's rights therein.

C. Lessee represents and warrants that it holds title to the leased real property in the name of, that it has good and sufficient title to the leased personal property and that it has full power and authority to enter into this agreement.

D. This agreement shall be binding upon and inure to the benefit of the personal representatives, successors and assigns of the parties hereto.

The Los Angeles Rose and Glee Club

Dated 12/28/01

State of California

County of Los Angeles

On 12-28-01 before me, a Notary Public in and for the State of California, personally appeared Hannah Gaglin, personally known to me (as provided in ss. 12809 and 12810 of the Evidence Act) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

By: Executive Director

State of California

County of Los Angeles

On 12-28-01 before me, a Notary Public in and for the State of California, personally appeared Edward C. Colker, personally known to me (as provided in ss. 12809 and 12810 of the Evidence Act) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

By: Community Development Department

City of Los Angeles

State of California

County of Los Angeles

On January 2002 before me, a Notary Public in and for the State of California, personally appeared Betty Santos, personally known to me (as provided in ss. 12809 and 12810 of the Evidence Act) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

By: Betty Santos

State of California

County of Los Angeles

On 12-28-01 before me, a Notary Public in and for the State of California, personally appeared Hannah Gaglin, personally known to me (as provided in ss. 12809 and 12810 of the Evidence Act) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Paul, Hastings, Janofsky & Walker
555 South Flower Street
Twenty-Third Floor
Los Angeles, CA 90071
Attn: Michael W. Traynham, Esq.

MAIL TAX STATEMENT TO:

Los Angeles Boys and Girls Club
2615 Pasadena Avenue
Los Angeles, California 90031
Attn: Mr. Henry Molina

The undersigned Grantor declares that this conveyance is a bona fide gift and the Grantor received nothing in return. Revenue and Taxation Code § 11911.

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LOS ANGELES TIMES FUND, a California non-profit corporation (f/k/a Los Angeles Times Charities, Inc.) ("Grantor"), hereby grants, conveys and sells to THE LOS ANGELES BOYS AND GIRLS CLUB FOUNDATION, a California non-profit corporation ("Grantee"), that certain real property located in the County of Los Angeles, State of California, more particularly described in Exhibit "A" attached hereto ("Land"), together with all right, title and interest of in and to all buildings and improvements now located or hereafter constructed on the Land (collectively, "Property").

Grantor hereby further grants to Grantee all of Grantor’s right, title and interest in and to all easements, privileges and rights appurtenant to the Land and pertaining or held and enjoyed in connection therewith and all of Grantor’s right, title and interest in and to any land lying in the bed of any street, alley, road or avenue to the centerline thereof in front of, or adjoining the Land.
This conveyance is made subject to the condition that the Property shall continue to be used and maintained for the benefit of the Los Angeles Boys and Girls Club. If the Property shall ever cease to be used and maintained for such purpose, Grantor shall have the power to terminate Grantee's interest in and to all portions of the Property, all in accordance with California Civil Code Section 885.010 et seq., as amended or modified from time to time. Grantee agrees to take all necessary actions and execute all documents in recordable form to memorialize such termination, including the execution and delivery of a quitclaim's deed in favor of grantor within ninety (90) days after written demand by Grantor.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of January 9, 1995.

GRANTOR:

THE LOS ANGELES TIMES FUND, a California
non-profit corporation (f/k/a Los
Angeles Times Charities, Inc.)

By: ________________________________
    David L. Paulson
    Treasurer

By: ________________________________
    William A. Niese
    Secretary
STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  

On January 27, 1995, before me, the undersigned, a Notary Public in and for said state, personally appeared David L. Paulson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for
Said State and County

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  

On January 27, 1995, before me, the undersigned, a Notary Public in and for said state, personally appeared William A. Niese, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for
Said State and County
EXHIBIT "A"

LEGAL DESCRIPTION

Lot 1 and 2 of Tract No. 14556, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 350, Pages 20 and 21 of Maps, in the office of the County Recorder of said County.

Reserving therefrom all oil, mineral, gas, and other hydrocarbon substances below a depth of 500 feet under said real property, together with an easement over, under and through said real property for the purpose of access to and extraction of such oil, mineral, gas and other hydrocarbon substances.
MEMORANDUM OF LEASE

This MEMORANDUM OF LEASE (this "Memorandum") is entered into as of December 1, 2010, by and between THE LOS ANGELES BOYS AND GIRLS CLUB FOUNDATION, a California non-profit corporation ("Lessor"), and THE LOS ANGELES BOYS AND GIRLS CLUB, a California non-profit corporation ("Lessee") with reference to the following Recitals:

A. Lessor is the fee owner of that certain real property (the "Property") located at and commonly known as 2635 Pasadena Avenue, Los Angeles, California and more particularly described as Parcel 22 as shown on that certain Parcel map recorded in Map book 5205, Page 20 in the office of the Los Angeles County Recorder (the "Official Records").

B. Lessor has previously entered into that certain Lease dated as of November 1, 1995 (the "Lease"), with Lessee, wherein Lessor has leased the Property, together with all buildings, improvements and equipment hereon to Lessee upon the terms and conditions set forth in the Lease. The term of the Lease (the "Term") expires on June 30, 2050 as set forth in the Lease.

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby execute this Memorandum to evidence of record the leasehold interest created by the Lease in the Property and the parties hereby agree as follows:

1. In the event of any conflict between the terms of this Memorandum and the terms of the Lease, the terms of the Lease shall control.

2. It shall be conclusive evidence that the leasehold interest created by the Lease in the Property has terminated if Lessor records a Notice of Termination in the Official Records.

3. This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Memorandum attached thereto.
IN WITNESS WHEREOF, the undersigned parties have each caused this Memorandum of Lease to be executed by their duly authorized representatives as of the date first above written.

LESSOR: THE LOS ANGELES BOYS AND GIRLS CLUB FOUNDATION, a California non-profit corporation

By: [Signature] [Signature]
Name: JoEllen Kitchen Gregory McClintock
Its: Secretary Foundation Chair

Date 5/9/19 5/9/19
AMENDMENT TO LEASE

This AMENDMENT TO LEASE (this "Amendment") is entered into as of October 25, 2011, by and between THE LOS ANGELES BOYS AND GIRLS CLUB FOUNDATION, a California non-profit corporation ("Lessor"), and THE LOS ANGELES BOYS AND GIRLS CLUB, a California non-profit corporation ("Lessee") with reference to the following Recitals:

A. Lessor is the fee owner of that certain real property (the "Property") located at and commonly known as 2635 Pasadena Avenue, Los Angeles, California, the legal description for which is as follows: Lot 1 and 2 of Track No. 14856, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 350, Pages 20 and 21 of Maps, in the office of the County Recorder of said County. (the "Official Records").

B. Lessor has previously entered into that certain Lease commencing on November 1, 1995 (the "Lease"), with Lessee, wherein Lessor has leased the Property, together with all buildings, improvements and equipment thereon to Lessee upon the terms and conditions set forth in the Lease. This Amendment modifies the terms and conditions of that Lease.

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby execute this Amendment to evidence of record the leasehold interest created by the Lease in the Property. The parties hereby agree as follows:

1. In the event of any conflict between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall control.

2. The initial term of the lease (the "Term") shall not expire until June 30, 2030. After June 30, 2030, the Term of the lease shall be from year-to-year as set forth in the Lease.

3. It shall be conclusive evidence that the leasehold interest created by the Lease in the Property has terminated if Lessor records a Notice of Termination in the Official Records.

4. The Memorandum of Lease between the parties that is dated December 1, 2010, is hereby declared to be null and void and of no effect.
5. This Amendment may be executed in any number of counterparts, each of which shall be
deemed an original, but all of which when taken together shall constitute one and the
same instrument. The signature page of any counterpart may be detached therefrom
without impairing the legal effect of the signature(s) thereon provided such signature
page is attached to any other counterpart identical thereto except having additional
signature pages executed by other parties to this Amendment attached thereto.

IN WITNESS WHEREOF, the undersigned parties have each caused this Amendment
to the Lease to be executed by their duly authorized representatives as of the date first above
written.

LESSOR: THE LOS ANGELES BOYS AND GIRLS CLUB FOUNDATION, a
California non-profit corporation

By: [Signature] [Date]

Name: JoEllen Kitchen

Its: Secretary

By: [Signature] [Date]

Name: [Signature]

Its: [Signature]

LESSEE: THE LOS ANGELES BOYS AND GIRLS CLUB,
a California non-profit corporation

By: [Signature] [Date]

Name: [Signature]

Its: Executive Director
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Los Angeles

On Oct. 26, 2011 before me Aurelio X. Vera, Notary Public, personally appeared Juana C. Lambert and Joellen I. Kitchen. Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their, signature(s), on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this for use to another document.

Description of Attached Document

Title or Type of Amendment to Lease: Amendment to Lease

Document Date: Oct 25, 2011

Number of Pages: 3 including this page

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer(s) Name:

□ Individual
□ Corporate Officer --- Title(s):
□ Partner --- □ Limited □ General
□ Attorney in Fact
□ Trustee
□ Guardian or Conservator
□ Other:

Signer Is Representing:

SIGNATURE OF SIGNER

RIGHTTHUMBPRINT OF SIGNER

Top of Thumb Here

SIGNATURE OF SIGNER

RIGHTTHUMBPRINT OF SIGNER

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EXHIBIT D.2(a)

SUBLEASE

(Grantee subleases the site to the City with property owner's consent to the sublease and improvements that Grantee will make to the site)

Grantee will provide a Sublease from the Grantee to the City of Los Angeles, which will then become Exhibit D.2(a).

No Proposition K funds shall be disbursed under this Grant Agreement until a Sublease is executed and attached hereto.

(Note: Will be executed after the Proposition K Grant Agreement is executed)
EXHIBIT D.2(b)

Sublease Leaseback
(Sublease Leaseback by the City to the Grantee with consent of property owner)
EXHIBIT E

LIST OF OTHER FUNDS
EXHIBIT E

Grantee has no other funds for this project
EXHIBIT F

PROJECT BUDGET & SITE PLAN
PROPOSITION K.L.A. FOR KIDS PROGRAM

PROJECT BUDGET FORMS

I. CAPITAL IMPROVEMENTS BUDGETS:

Estimated capital improvements costs for proposed project (please attach bids for services whenever applicable). If a section is not applicable to your project, please indicate with “Not Applicable” in the appropriate column. In the “Matching Funds Already Secured” column, indicate only those funds which have been already committed to your project; attach documentation of such commitment.

<table>
<thead>
<tr>
<th>DESCRIPTION OF ESTIMATED PROJECT COSTS</th>
<th>PROPOSITION K FUNDS REQUESTED</th>
<th>MATCHING FUNDS ALREADY SECURED</th>
<th>MATCHING FUNDS NOT YET SECURED</th>
<th>SOURCE OF MATCHING FUNDS</th>
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Sub-Total Construction: $449,033.00

Sub-Total All Construction: $449,033.00

TOTAL PROJECT COSTS: $449,033.00
Los Angeles Boys & Girls Club Lighting Project Plan

North Property Line
Front Bungalows

North Property Line
Rear Bungalows

New Western Fence Cover

Existing Building

28,900.67 sq ft

Existing Building

24,013.33 sq ft

SERVICE/EMERGENCY VEHICLE TURN-AROUND (63 PARKING)

Children's Hard Court/Play Area

Perimeter Lighting

Perimeter Lighting

Replacement Pole & Light Fixtures

Perimeter Lighting

Fencing for Title 24 Requirements

South Property Line
Adjacent Apartments

SITE PLAN

PASADENA AVENUE
LOS ANGELES BOYS & GIRLS CLUB

PROPOSITION K TIMELINE

BASEBALL FIELD LIGHTING PROJECTS

TIMELINE 2019-2020

The following is a timeline to delineate the progress and projected completion of the Baseball Field Lighting Projects for the Los Angeles Boys & Girls Club.

• January 2019
  o Met to outline revised contractual agreement for implementation of project with public and private support.

• February- March 2019
  o Meet electrical team to execute an audit to determine renovation needs to bring LABGC to current code energy requirements.
  o Review audit with club representatives.

• April, 2019
  o Project plan initiated to begin for installation of lighting for the baseball field.

• June, 2019
  o Finalize contract with the city to implement lighting project plan.
  o Project manager identified.

• July, 2019
  o Plan implemented to determine new energy needs to comply with Title 24 to be identified.
  o An assessment of electrical needs associate with the installation of the power system conducted.

• August 2019
  o A general contractor to manage the project will take place.

• September 2019
  o Project manager will submit plans to the city building and safety department
  o Approval of the plans will initiate bid and contractual agreement to complete the project.

• October 2019 Construction will begin
  o Project anticipated to take 8-10 weeks to complete.

• December 2019 to February 2020
  o Construction targeted to be completed

• March 2020
  o Completion of Construction.
  o Notice of Completion Filed with City Of LA Building and Safety Department.
EXHIBIT H

ASSIGNMENT OF ARCHITECTS CONTRACT AND PLANS
(Grantee will provide after the architect is selected)
EXHIBIT I

STORMWATER POLLUTION CONTROL MEASURES FOR CONSTRUCTION ACTIVITIES
EXHIBIT I
STORMWATER POLLUTION CONTROL
MEASURES FOR CONSTRUCTION ACTIVITIES

1.1 THE REQUIREMENT

A. General

1. The Contractor shall exercise every reasonable precaution to protect channels, storm drains, and bodies of water from pollution.

2. Conduct and schedule operations to minimize or avoid muddying and silting channels, drains, and waters.

3. As required, obtain permits for erosion and water pollution control from the appropriate jurisdictional agency before starting Work. All costs for work required for compliance with this Section shall be included within the Bid Prices.

4. Provide any necessary water pollution control devices to prevent, control, and abate water pollution, and implement good housekeeping pollution control measures to reduce the discharge of pollutants from work sites to the maximum extent practicable. These water pollution control devices include drains, gutters, slope protection blankets and retention basins and shall be constructed concurrently with other Work at the earliest practicable time.

5. Exercise care in preserving vegetation and protecting property, to avoid disturbing areas beyond the limits of the Work. Promptly repair any damage caused by Contractor operations.

6. Comply with the specific requirements based on acreage of disturbed soil.

7. Penalties: Failure to comply with this Section may result in significant fines and possible imprisonment. The RWQCB or other prosecuting authority may assess fines of up to $32,500 per day for each violation. Should the City be fined or penalized as a result of the Contractor failing to comply with this Section, the Contractor shall reimburse the City for any and all fines, penalties and related costs.

8. Notification and Report: If pollution occurs in the work area for any reason or when the Contractor becomes aware of any violation of this Section, correct the problem and immediately notify the Inspector. In addition, submit a written report to the Engineer within seven (7) calendar days describing the incident and the corrective actions taken. If either the Inspector or Engineer is first to observe pollution or a violation, the Contractor shall also explain in the written report why the Work was inadequately monitored.

9. The provisions of this Section describe minimum compliance and do not preclude other more stringent stormwater pollution control measures that may be required in the Contract.

B. Definition
1. Construction Activity: Includes clearing, grading, excavation, stockpiling, and reconstruction of existing facilities involving removal and replacement. Construction activity does not include routine maintenance such as, maintenance of original line and grade, hydraulic capacity, or original purpose of the facility. If construction activity is part of a larger common plan of development, the amount of disturbed soil is the total land area of disturbed soil that results under the common plan.

C. Projects Having Less Than One Acre of Disturbed Soil

Projects with construction activity that will result in less than one acre of disturbed soil, the Contractor shall comply with the following minimum water quality protection requirements:

1. Retain eroded sediments and other pollutants on-site and do not allow transportation from the site by sheet flow, swales, area drains, natural drainage, or wind. Control slope and channel erosion by implementing an effective combination of best management practices (BMPs). Such BMPs include scheduling grading during non-rainy seasons, planting and maintaining vegetation on slopes and covering erosion-susceptible slopes.

2. Protect stockpiles of earth and other construction-related materials from being transported from the site by wind or water.

3. Properly store and handle fuels, oils, solvents, and other toxic materials to not contaminate the soil or surface waters, enter the groundwater, or be placed where they may enter a live stream, channel, drain, or other water conveyance facility. Protect all approved toxic storage containers from weather. Clean spills immediately and properly dispose of cleanup materials. Spills shall not be washed into live streams, channels, drains, or other water conveyance facilities.

4. Do not wash excess or waste concrete into the public way or any drainage system. Retain concrete wastes on-site until they can be appropriately disposed of or recycled.

5. Deposit trash and construction-related solid wastes in covered receptacles to prevent contamination of rainwater and dispersal by wind.

6. Do not allow sediments and other materials to be tracked from the site by vehicle traffic. Stabilize construction entrance roadways to inhibit sediments from being deposited onto public ways. Immediately sweep up accidental depositions. Do not allow depositions to be washed away by rain or by any other means.

7. Contain non-stormwater runoff from equipment or vehicle washing and any other activity at the work site.

8. At completion of the Work, clear the worksite of debris and restore to a condition at least equal to or better than prior to construction.

9. When construction activity with grading is likely to occur during the rainy season (October 15 through April 15), prepare a Wet Weather Erosion Control Plan (WWECP) per LAMC Section 61.02. The WWECP must be submitted to the Engineer for approval within thirty (30) calendar days after Notice to Proceed.
Guidance on preparing the WWECP can be found in "Development Best Management Practices Handbook - Part A, Construction Activities", adopted by the Board and as authorized by LAMC Section 64.72. The handbook can be viewed at or obtained at cost at Bureau of Engineering public counters.

10. When working in live streams, these are additional water pollution control requirements.

11. Erect barriers sufficient to prevent muddying or polluting streams.

12. Prior to removing materials from a flowing stream, use a stream bypass or other equivalent means to keep the flow in the stream free of the mud or silt from the removal operations.

13. Avoid transporting materials across live streams. If not possible, the transportation operation must be designed to prevent materials from falling into the stream and cannot muddy the stream.

14. Equipment may not be operated in a live stream or channel unless the Contractor can demonstrate to the Engineer's satisfaction that no other practical alternatives exist. The equipment must be designed to prevent materials from falling into the stream and cannot muddy the stream.

15. Do not allow fresh portland cement or fresh portland cement concrete to enter the water flowing in streams, channels or drains.

16. Do not allow material derived from the Work to be deposited in a live stream, channel or drain.

D. Projects Having One Acre or More of Disturbed Soil

Projects (including Linear Underground Projects) with construction activity that will result in one acre or more of disturbed soil, or less than one acre but part of a larger common plan of development, the Contractor shall comply with the requirements included in Section 1.1.C above, and the following requirements:


2. The Contractor shall provide a Qualified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD) to prepare all Permit Registration Documents (PRDs), as defined in the General Permit. All PRDs must be uploaded to the SWRCB's General Permit web application called the Storm Water Multiple Application Report Tracking System (SMARTS) prior to commencement of construction activities. The SMARTS website link is: [http://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp](http://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp). The PRDs include the Notice of Intent, Risk Assessment, Post-Construction Calculations, Site Map, SWPPP, and the first annual fee. The annual fee for this project is estimated to be $[XX.00] [NTS: Project Manager shall calculate the estimated permit fee using the fee schedule on the SWRCB website which is based on the total disturbed area (in acres)]. The Contractor must submit the prepared SWPPP to the City for
review and approval prior to uploading it to the SMARTS system. Upon City approval, the SWPPP shall be uploaded by the Contractor and certified by the City's Legally Responsible Person (LRP). At that time, the actual fee invoice will be provided by the City to the Contractor and the Contractor will submit payment to the State for the first annual fee. The Contractor is also responsible for all subsequent annual fees for this project.

3. This project has been determined to be a Risk Level [1, 2, or 3] [NTS: Project Manager shall complete the Risk Level analysis as per the General Permit and insert the proper risk level]. The Contractor shall comply with all visual monitoring, effluent water quality sampling, reporting, and record keeping requirements associated with this Risk Level, in accordance with the General Permit. For projects with Risk Level 2 or Risk Level 3, the Contractor must prepare and implement a Rain Event Action Plan, as described in the General Permit.

4. The Contractor shall provide a Qualified SWPPP Practitioner (QSP) to implement all SWPPP requirements at the project site and monitor the effectiveness of the SWPPP, in accordance with the General Permit.

5. The Contractor shall prepare the Annual Report required by the General Permit and submit it to the City for review and approval by August 1st of each year. The City's LRP will certify the Annual Report.

6. The Contractor shall provide and submit all reports and data necessary to complete the Notice of Termination at the Completion of the Work, in accordance with the General Permit.

(END OF SECTION)