

APPROVED

Dec 19 2021

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 24-269

DATE December 19, 2024

C.D. ALL

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: CITYWIDE PARK NEEDS ASSESSMENT – ACCEPTANCE OF BID AND AWARD OF CONTRACT – STATUTORY EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 18, SECTION 15262 [A PROJECT INVOLVING ONLY FEASIBILITY OR PLANNING STUDIES FOR POSSIBLE FUTURE ACTIONS WHICH THE BOARD HAS NOT APPROVED, ADOPTED, OR FUNDED DOES NOT REQUIRE THE PREPARATION OF AN EIR OR NEGATIVE DECLARATION BUT DOES REQUIRE CONSIDERATION OF ENVIRONMENTAL FACTORS] OF CALIFORNIA CEQA GUIDELINES AND ARTICLE II, SECTION 2(d), OF CITY CEQA GUIDELINES

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



 General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Award and approve the contract for a Citywide Park Needs Assessment (Contract), in the form attached hereto as Attachment 2, to Olin Partnership, LTD for a total award amount of \$3,950,273.26, subject to the approval of the City Attorney as to form;
2. Authorize the Department of Recreation and Parks (RAP) Chief Accounting Employee or designee to encumber funds, in the amount of \$3,950,273.26, from the fund and account numbers noted in this Report, under the awarding authority of this Report;
3. Approve the authorization of change orders as authorized under Report No. 06-136, for the Contract awarded in this Report in the budget contingency amount of \$249,726.74, which is approximately 6.32% of the total amount of the Contract;
4. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed Contract to the City Attorney for review as to form;
5. Authorize RAP’s General Manager or designee to execute the Contract upon receipt of the necessary approvals;

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6. Find, in accordance with Charter Section 1022, that it is necessary, feasible, and economical to secure these services by contract as RAP lacks sufficient and necessary personnel to undertake these specialized professional services;
7. Find, pursuant to Charter Section 371(e)(10), and Los Angeles Administrative Code Section 10.15(a)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP for the preparation of a Citywide Park Needs Assessment;
8. Determine that approving the Contract and related actions are statutorily exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 18, Section 15262 [A project involving only feasibility or planning studies for possible future actions which the agency, board, or commission has not approved, adopted, or funded does not require the preparation of an EIR or Negative Declaration but does require consideration of environmental factors] of California CEQA Guidelines and Article II, Section 2(d), of City CEQA Guidelines, and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk and the California Governor's Office of Land Use and Climate Innovation;
9. Authorize the RAP Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing an NOE; and,
10. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

In 2024, RAP was awarded \$1,500,000.00 in the Fiscal Year 2024-2025 City Budget in order to conduct a Citywide Community Needs Assessment (henceforth referred to as the "Park Needs Assessment" or "PNA"). A Citywide Community Needs Assessment has not been conducted by RAP since 2009 (Report No. 09-247).

The proposed PNA will evaluate the present and future recreational needs of the residents within the City of Los Angeles. The PNA will heavily rely on community outreach, gathering feedback from residents across socioeconomic levels throughout the City through various outreach methods, including but not limited to stakeholder meetings, public workshops, focus groups, and surveys. Outreach methods will emphasize equity, inclusion, and ensuring that a diverse range of voices are heard over the course of the PNA.

A component of the PNA is the evaluation of the current park needs of the City and its residents. This would involve coordination with RAP in asking for Angelenos to provide their opinions regarding RAP's current level of service, areas of improvement, as well as a prioritization of amenities in terms of value to the respective communities making use of them.

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In order to make accurate forecasts on future needs for parks and recreation services, a model of future population growth will need to be created based on the most current certifiable Citywide data available to be utilized. From this model, the PNA will perform region-specific scenarios to project if current RAP service levels would be sustainable for our growing population. An additional component would include the appraisal of past park investment, growth, and development over the last 25 years. This will help inform the PNA's Decision Making Framework, as well as any park planning efforts that may be undertaken in the future.

The expected outcome of the PNA would be to develop a Decision Making Framework to objectively inform how RAP should be prioritizing overall park investment, including future capital improvement projects, and to allocate RAP resources to meet the needs identified in the community outreach process that emphasizes inclusivity, accessibility, and transparency.

BACKGROUND

On August 2, 2024, the RAP released a Request for Proposals (RFP) (Attachment 2) in search of the most qualified consulting services firm to develop a citywide PNA in support for its comprehensive parks planning and community outreach projects. The RFP was posted on the City's Regional Alliance Marketplace for Procurement (RAMPLA) and advertised via a press release, social media posts on RAP's platforms, the Los Angeles Daily Journal, and by email notifications to potential proposers.

On August 20, 2024, a Mandatory Pre-Submission Meeting was held at the Grace Simons Lodge to discuss the requirements of the RFP and answer questions from prospective proposers. A Non-Mandatory Pre-Qualification Meeting was held on September 10, 2024 to allow proposers an opportunity to ask technical questions regarding the submission of required contract compliance documents for the RFP. The final date for proposers to submit questions regarding the required content and bid process of the RFP was on September 26, 2024.

On October 8, 2024, RAP received four bids to develop the citywide PNA. The bid amounts are listed below:

Proposer	Bid Amount
MLA Green, Inc. DBA Studio-MLA	\$3,331,413.00
Olin Partnership, LTD	\$3,950,273.26
Placeworks, Inc	\$3,211,451.00
RJM Design Group, Inc.	\$3,468,199.00

RAP evaluated the responses received through a two-level review process. During Level I evaluation, RAP conducted a preliminary evaluation of all four proposals to determine compliance with basic requirements and document submissions. RAP also checked references provided by Proposers. All 4 proposers passed Level I evaluation and were then invited to participate in the Level II Evaluation. Level II Evaluation included a comprehensive assessment of each proposal

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and an in-person presentation and interview with Proposers and the selection panel. Interviews were held on November 1, 4, and 6, 2024. The selection panel included 2 RAP executive staff members, 2 RAP superintendents, and 1 representative from Los Angeles County Department of Parks and Recreation. At the conclusion of the interviews, the selection panel deliberated, ranked, and scored proposers in conformance with the Level II scoring criteria based on the chart below.

Evaluation Criteria		Maximum Points
A	Demonstrated expertise and experience of the team members on similar PNAs or related planning projects.	15
B	Demonstrated expertise in financial analysis and identifying spending trends.	25
C	Demonstrated experience regarding the analysis of governmental structure and departmental operations.	25
D	Qualifications and abilities of the Project Manager.	10
E	Qualifications of the individual(s) identified as the lead for public meeting facilitation.	10
F	Project schedule and value to the City of the proposal.	10
G	Work plan approach as described in the proposal.	5
RFP Total Score Earned		100

Local Business Preference Program

As a part of the RFP, RAP included language that the Proposers that submitted proposals and the contract awarded from this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.25, Local Business Preference Program (LBPP) Ordinance. The LBPP was established by the City in an effort to maximize opportunities for local businesses, as well as encouraging local businesses to locate and operate in Los Angeles County. The LBPP Ordinance allows RAP to apply additional points to the Proposal's final score under certain conditions.

Scoring

The Proposer with the highest score from the Level II evaluation (which could have resulted in a maximum total of 100 points) plus any bonus points (up to 12 additional points) awarded from any application of the LBPP was recommended by the selection panel.

RESULTS OF THE RFP PROCESS

RAP received thoughtful, competitive proposals from all the proposers. It is worth noting that all the proposers received additional points through the LBPP. The chart shown in Attachment 1 details the scoring of each panelist, the average score by category awarded to each proposer and any additional LBPP points that were included in the final score.

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Based on the Level II Evaluation scoring from the selection panel, Olin Partnership, LTD received the highest score of 102. The selection panelist unanimously awarded Olin the highest score in each of the evaluation criteria. While the other proposers demonstrated their ability to complete the PNA and brought together teams with similar expertise and impressive experience, Olin provided the most detailed plan and appeared to have compiled the team with the most capacity to successfully complete the PNA.

Olin is a leader in parks planning, parks design, equitable engagement, and project management. From their current work on the Culver City Parks Plan and the Cleveland Parks and Recreation Plan to the recently completed Sepulveda Basin Vision Plan and LA River Master Plan, the team brings together international design leadership with local knowledge of Los Angeles and the Department of Recreation and Parks. Olin's deep history and experience in Los Angeles extends across many decades and includes legacy projects like the Getty Center and the Playa Vista Master Plan. The Project Director, Jessica Henson, is the Partner-in-Charge of Olin's Los Angeles Office; she has extensive experience in leading complex, multi-disciplinary planning efforts and construction projects that bring together planning and implementation strategies.

Olin's team includes experts at engagement, facilitation, web design, surveying, and, most importantly, listening.

The Robert Group will lead overall engagement coordination in collaboration with the Community Partner Program and design leads. The team will complete a statistically valid survey with the assistance of ETC Institute and digital video tools by digital engagement consultant LANDAU Design+Technology to help reach communities.

Local non-profit Kounkuey Design Initiative (KDI) and local small and minority-owned business Agency: Artifact will join Olin to expand the capacity for assessment, equity, and community-specific topics. Both organizations are leaders in representing the voices of often underrepresented communities in design processes.

Several technical experts will help lead innovation in strategy, infrastructure, financial analysis, cost estimating, and decision-making frameworks including Estolano Advisors, HR&A, Geosyntec, Better World Group, Dharam Consulting, Calvada Surveying, GreenInfo Network, and Jon Christensen from the UCLA Institute of the Environment and Sustainability and the Luskin Center for Innovation.

The team brings together a range of skillsets with sufficient capacity to meet the goals and timeline of the PNA with a team of all-local project leads.

A detailed breakdown of each scoring category is described below:

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“Demonstrated expertise and experience of the team members on similar PNAs or related planning projects” (Maximum 15 points)

The RFP required at least three similar projects that key team members recently completed within the last five years. Ideally, experience in the formulation, outreach, and delivery/implementation of large scale master plans related to parks and recreation services.

Olin Partnership, LTD has prior experience with park needs assessments and related park planning plans in their work on the Cleveland Parks & Recreation Plan, Fort Collins Parks and Recreation Master Plan, and the Culver City Parks Plan. The referenced Plans include decision making frameworks that act as guides for parks and recreation planning, programming, and funding on a long-term basis. In addition, the equity-based prioritization framework for future investments is a tool that aligns with the goals and strategy of RAP. Olin Partnership, LTD has worked with diverse, multi-cultural communities, and has a proven capability to successfully assess the needs for the different geographies within Los Angeles.

“Demonstrated expertise in financial analysis and identifying spending trends” (Maximum 25 points)

The duties of the RFP include tasks that appraise past park investment, growth, and development over the last 25 years to help inform the PNA Decision Making Framework, as well as any park planning efforts that may be undertaken in the future.

Olin Partnership, LTD has led large scale projects that include financial analysis and budgeting including Los Angeles County’s LA River Master Plan. In the LA River Master Plan, the needs of communities were compared to the potential impact of projects proposed within the Plan. The product of this analysis was a cost analysis that informed Los Angeles County to determine which projects should be pursued after community needs were identified. The LA River Master Plan included a capital costs analysis that accounted for the projected growth of costs over time as capital projects are completed, and considers capital investments, life-cycle costs, and operation and maintenance costs. Additionally, the Olin team includes HR&A Advisors to conduct the financial analysis for the PNA. HR&A Advisors has a wealth of experience providing services for government agencies including the Los Angeles County Parks and Recreation Impact Fee Study, the development of funding strategies for parks and open space across Los Angeles County, and analysis of Atlanta’s Parks Department budget and operations.

“Demonstrated experience regarding the analysis of governmental structure and departmental operations” (Maximum 25 points)

The Olin team and the majority of the subcontractors identified in the PNA proposal have recent, relevant experience working with large government agencies on park planning efforts. Olin demonstrated in their presentation that they can conduct a substantial amount of research regarding RAP’s structure and operation. In addition, the team presented some hypothetical approaches to the PNA that demonstrated an understanding of the City’s needs and the overall

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PNA.

“Qualifications and abilities of the Project Manager.” (Maximum 10 points)

The RFP requires a project manager with a balance of skills and abilities in park planning, communication, and expertise in delivering master plans.

The proposed project manager is Jessica M. Henson (RLA, ASLA, AICP), a Partner of Olin Partnership, LTD. Jessica leads the Los Angeles Studio for Olin, and directs planning and design projects that seek to create socially and environmentally resilient infrastructure, including the Los Angeles County LA River Master Plan and the Sepulveda Basin Vision Plan. The Olin team will be supported by the Sarah Swanseen, who will act as the project coordinator, and park planning expert, Andrew Dobshinsky. The overall team compiled by Olin for the PNA included prominent experts in their respective fields and demonstrated the capacity of Olin’s team to handle the demands of the PNA’s compressed schedule and expansive engagement process.

“Qualifications of the individual(s) identified as the lead for public meeting facilitation.” (Maximum 10 points)

The RFP requires qualified individuals leading the outreach methods for the various communities within the City. Specifically, the three phases of community outreach each focus on different aspects of the park system that would ultimately inform the Steering Committee and Technical Advisory Committee the values and needs of the City’s communities to create the PNA decision-making framework.

The public meeting facilitation team of Olin Partnership, LTD consists of community partners who are leaders in park needs assessment work in the City. The proposed Community Partner Program would engage local non-profits and community-based organizations (CBO) to enhance the engagement reach of the PNA and to help expand the capacity of CBOs into the future to allow for collaboration on future projects. The proposed outreach plan includes a combination of traditional engagement meetings and interest group workshops as well as pop ups, youth engagement, and equity-based focused workshops. Estolano Advisors will lead the facilitation of the Steering Committee. Sub-consultants that will engage in the community outreach portion of the PNA include, but are not limited to, The Robert Group (Engagement and Outreach Coordination), Estolano Advisors (Program Analysis, Strategy, and Facilitation), and the ETC Institute (Statistically Valid Survey Facilitation).

“Project schedule and value to the City of the proposal.” (Maximum 10 points)

The RFP requires that the Consultant complete all tasks and deliverables of the PNA in twelve months from the date of issuance of the NTP. The goal is to fully develop the draft PNA in an eight-month timeframe, and an additional four months to develop the final PNA.

The Project Schedule proposed by Olin Partnership, LTD follows the goals and milestones

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outlined in the RFP, and reasonably overlays tasks that could be completed simultaneously in different areas of the City. The required number of meetings for the Steering Committee, Technical Advisory Committee, and community outreach/public participation are scheduled accordingly. The proposed schedule also accounts for City holidays, as well as comment periods and presentations to City staff, and unforeseen issues.

“Work plan approach as described in the proposal.” (Maximum 5 points)

Olin’s approach and breakdown of tasks identified in the workplan demonstrated a clear understanding of the various tasks described in the RFP and their relationship to the completion of the final Park Needs Assessment product.

Additional LBPP Points

Olin received an additional 4 points from the LBPP for the inclusion of the following certified sub-contractors: Estolano Advisors, Agency Artifact, GeoSyntec Consultants, and The Better World Group Advisors.

PNA CONTRACT

RAP staff is recommending that the Board of Recreation and Parks Commissioners select and award the contract for the preparation of the PNA (Contract) to Olin Partnership, LTD in the amount of \$3,950,273.26. RAP recommends that a contingency amount of \$249,726.74 (approximately 6.32% of the Base Bid) be made available to the Contract to address future change orders. The total amount for the Contract and contingency is \$4,200,000.00. It is anticipated that the PNA will be completed during the 2025 calendar year.

FUNDING

The 2024-2025 Adopted City Budget included \$1,500,000 for RAP in order to conduct a PNA. RAP has identified an additional \$2,700,000 in RAP Special Funds that can be made available for the Contract and contingency. Upon approval of this Report, the total amount available for the Contract, including contingency, would be \$4,200,000.

FUNDING SOURCE MATRIX

Upon approval of this Report and execution of the Contract, the funds from the account identified below can be encumbered by RAP for the Contract and contingency.

<u>Funding Source</u>	<u>Fund/Dept/Account</u>	<u>Amount</u>
FY 24-25 Budget	Fund No. 302/88/003040	\$1,500,000
RAP Special Fund	Fund No. 205/88/88TBD	\$2,700,000

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ENVIRONMENTAL IMPACT

The propose Board action consists of awarding the Park Needs Assessment for the City of Los Angeles to Olin Partnership, LTD.

The final result of this effort is a planning study that highlights the needs for parks and recreation structures in the City of Los Angeles and a decision making framework that will support future planning, taking into account climate change, environmental justice and other environmental factors. The assessment is not meant to produce a list of projects or commitments to build in the future and will not have a legally binding effect on later activities.

Based on this information, staff recommends that the Board determines that the proposed action is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 18, Section 15262 of California CEQA Guidelines and Article II, Section 2(d) of City CEQA Guidelines. Staff will file a Notice of Exemption with the Governor's Office of Land Use and Climate Innovation (LIC) upon Board's approval.

FISCAL IMPACT

The approval of Report will have no impact on RAP's General Fund.

This Report was prepared by Jeremy Silva, Planning Assistant, Planning, Maintenance and Construction Branch.

LIST OF ATTACHMENTS

- 1) Attachment 1 – Park Needs Assessment RFP Proposals Score Results
- 2) Attachment 2 – Contract to Provide and Fund the Preparation of a Citywide Park Needs Assessment
- 3) Attachment 3 – Request for Proposals for Services to Develop a Park Needs Assessment

Park Needs Assessment RFP Proposals

Score Results

	Olin Partnership, LTD		MLA Green, Inc. DBA Studio-MLA		RJM Design Group, Inc.		Placeworks, Inc.	
A. Demonstrated expertise and experience of the team members on similar PNAs or related planning projects. (15 points possible)	Panelist 1	15	Panelist 1	12	Panelist 1	10	Panelist 1	10
	Panelist 2	15	Panelist 2	10	Panelist 2	9	Panelist 2	10
	Panelist 3	15	Panelist 3	14	Panelist 3	9	Panelist 3	12
	Panelist 4	15	Panelist 4	13	Panelist 4	10	Panelist 4	15
	Panelist 5	15	Panelist 5	12	Panelist 5	11	Panelist 5	12
Avg. Points Rec'd and Subtotal:	15	75	12.2	61	9.8	49	11.8	59
B. Demonstrated expertise in financial analysis and identifying spending trends. (25 points possible)	Panelist 1	25	Panelist 1	23	Panelist 1	20	Panelist 1	20
	Panelist 2	25	Panelist 2	20	Panelist 2	18	Panelist 2	20
	Panelist 3	24	Panelist 3	22	Panelist 3	20	Panelist 3	21
	Panelist 4	25	Panelist 4	20	Panelist 4	10	Panelist 4	20
	Panelist 5	25	Panelist 5	22	Panelist 5	15	Panelist 5	20
Avg. Points Rec'd and Subtotal:	24.8	124	21.4	107	16.6	83	20.2	101
C. Demonstrated experience regarding the analysis of governmental structure and departmental operations. (25 points possible)	Panelist 1	25	Panelist 1	23	Panelist 1	20	Panelist 1	22
	Panelist 2	25	Panelist 2	20	Panelist 2	18	Panelist 2	20
	Panelist 3	25	Panelist 3	23	Panelist 3	19	Panelist 3	22
	Panelist 4	24	Panelist 4	22	Panelist 4	20	Panelist 4	18
	Panelist 5	25	Panelist 5	23	Panelist 5	20	Panelist 5	20
Avg. Points Rec'd and Subtotal:	24.8	124	22.2	111	19.4	97	20.4	102
D. Qualifications and abilities of the Project Manager. (10 points possible)	Panelist 1	10	Panelist 1	6	Panelist 1	6	Panelist 1	6
	Panelist 2	9	Panelist 2	5	Panelist 2	7	Panelist 2	6
	Panelist 3	9	Panelist 3	8	Panelist 3	8	Panelist 3	9
	Panelist 4	10	Panelist 4	8	Panelist 4	6	Panelist 4	8
	Panelist 5	10	Panelist 5	10	Panelist 5	10	Panelist 5	10
Avg. Points Rec'd and Subtotal:	9.6	48	7.4	37	7.4	37	7.8	39
E. Qualifications of the individual(s) identified as the lead for public meeting facilitation. (10 points possible)	Panelist 1	10	Panelist 1	10	Panelist 1	8	Panelist 1	5
	Panelist 2	10	Panelist 2	7	Panelist 2	8	Panelist 2	6
	Panelist 3	9	Panelist 3	9	Panelist 3	9	Panelist 3	8
	Panelist 4	8	Panelist 4	10	Panelist 4	8	Panelist 4	6
	Panelist 5	10	Panelist 5	10	Panelist 5	10	Panelist 5	6
Avg. Points Rec'd and Subtotal:	9.4	47	9.2	46	8.6	43	6.2	31
F. Project schedule and value to the City of the proposal. (10 points possible)	Panelist 1	10	Panelist 1	8	Panelist 1	8	Panelist 1	5
	Panelist 2	10	Panelist 2	7	Panelist 2	7	Panelist 2	5
	Panelist 3	9	Panelist 3	9	Panelist 3	7	Panelist 3	6
	Panelist 4	8	Panelist 4	8	Panelist 4	4	Panelist 4	4
	Panelist 5	10	Panelist 5	8	Panelist 5	8	Panelist 5	5
Avg. Points Rec'd and Subtotal:	9.4	47	8	40	6.8	34	5	25
G. Work plan approach as described in the proposal. (5 points possible)	Panelist 1	5	Panelist 1	5	Panelist 1	5	Panelist 1	1
	Panelist 2	5	Panelist 2	4	Panelist 2	3	Panelist 2	3
	Panelist 3	5	Panelist 3	4	Panelist 3	3	Panelist 3	4
	Panelist 4	5	Panelist 4	4	Panelist 4	3	Panelist 4	4
	Panelist 5	5	Panelist 5	5	Panelist 5	5	Panelist 5	4
Avg. Points Rec'd and Subtotal:	5	25	4.4	22	3.8	19	3.2	16
Total Points	490		424		362		373	
Average Score	98		84.8		72.4		74.6	
LBPP Bonus Points	4		8		5		2	
Total Final Score	102		92.8		77.4		76.6	

CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
OLIN PARTNERSHIP, LTD
TO PROVIDE AND FUND THE PREPARATION OF
A CITYWIDE PARK NEEDS ASSESSMENT

This CONTRACT ("Contract" or "Agreement") is made and entered into this ___th day of _____ 20___ by and between the CITY OF LOS ANGELES, a municipal corporation, (hereinafter referred to as "CITY") acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS (hereinafter referred to as "BOARD"), and OLIN PARTNERSHIP, LTD., hereinafter referred to as CONTRACTOR. CITY and CONTRACTOR shall be referred to individually as a "Party" and collectively as "the PARTIES".

RECITALS

WHEREAS, the Department of Recreation and Parks of the CITY of Los Angeles (hereinafter referred to as "DEPARTMENT") owns various park and recreational facilities and infrastructure throughout the CITY of Los Angeles and is responsible for the development, operation, maintenance, and improvement of such facilities and infrastructure; and

WHEREAS, DEPARTMENT requires the services of an experienced and responsible consultant to perform or secure a citywide park needs assessment (PNA) related services for the DEPARTMENT; and

WHEREAS, DEPARTMENT was awarded One Million, Five Hundred Thousand Dollars (\$1,500,000.00) in the CITY'S annual budget for Fiscal Year 2024-2025 for the preparation of a PNA; and

WHEREAS, the CITY under this Contract exclusively to pay for the citywide PNA rendered by CONTRACTOR to ensure completion of all performance milestones; and

WHEREAS, CONTRACTOR is subject to the specified Standard Provisions for CITY Contracts attached hereto and incorporated herein in by reference as Appendix A; and

WHEREAS, the PARTIES expressly acknowledge and agree that the DEPARTMENT will exercise its independent discretion in review of all documents related to the PNA whether produced by CONTRACTOR pursuant to this Contract or by any other agency or entity involved in review of the PNA; and

NOW, THEREFORE, CITY AND CONTRACTOR in consideration of the recitals above and of the terms, covenants, and conditions contained herein, agree as follows:

ARTICLE 1 - PARTIES TO CONTRACT, REPRESENTATIVES AND NOTICE

1.1 Parties

The parties to this Contract are:

CITY – The CITY of Los Angeles, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS on behalf of the Department of Recreation and Parks having its principal office located at 221 North Figueroa Street, Suite 300, Los Angeles, California 90012.

CONTRACTOR – Olin Partnership, LTD, A Sub Chapter S Corporation, having its Headquarters at 1617 John F. Kennedy Blvd, Suite 1900, Philadelphia, PA 19103, and its Los Angeles office at 5900 Wilshire Blvd, Suite 2375, Los Angeles, CA 90036.

1.2 Representatives

The representatives of the parties who are authorized to administer this Contract and to whom formal notices, demands and communications will be given for as follows:

CITY's representative will be:
Jimmy C. Kim, General Manager
CITY of Los Angeles, Department of Recreation and Parks
221 North Figueroa Street, Suite 350
Los Angeles, California 90012

With a copy to:

Darryl A. Ford
Superintendent
Planning, Construction and Maintenance Branch
CITY of Los Angeles, Department of Recreation and Parks
221 North Figueroa Street, Suite 400
Los Angeles, California 90012
Telephone Number: (213) 202-2661
Fax Number: (213) 202-2612

CONTRACTOR's representative will be:
Jessica M. Henson
Partner
5900 Wilshire Boulevard, Suite 2375
Los Angeles, CA 90036
Email: jhenson@theolinstudio.com
Telephone Number: 215.440.0030 ext 819

With a copy to:

Steve Dubin
CFO
1617 JFK Blvd. Suite 1900

Philadelphia, PA 19103
Email: sdubin@theolinstudio.com
Telephone Number: 215.440.0030 ext 808
Fax Number: 215-440-0041

1.3 Notices

Formal notices, demands and communications to be given hereunder by either party will be made in writing and may be effected by personal delivery or certified mail, return receipt requested, and will be deemed communicated as of the date of receipt.

If the person designated to receive the notices, demands or communications or the address of such person is changed, written notice of such change shall be given, in accordance with this Section, within five (5) working days of the change.

ARTICLE 2 - TERM OF CONTRACT

2.1 Term

The term of this Contract shall be twelve (12) months from the date of execution ("Term").

2.2 Extension

The PARTIES may mutually agree to extend the Term for two (2) additional Twelve (12) month periods, subject to the approval of the PARTIES. The Term may be extended only by written amendment to this Contract. If the PARTIES cannot agree upon such an extension, this Contract shall automatically terminate.

2.3 Ratification

Due to the need for CONTRACTOR's services to be provided continuously on an ongoing basis, CONTRACTOR may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

ARTICLE 3 - INTERACTION OF PARTIES

3.1 Good Faith Dealings

3.1.1 The PARTIES and their consultants, staff, and management, shall diligently and in good faith pursue timely completion of the Project and shall cooperate in conducting related activities to achieve the Scope of Work, attached hereto and incorporated herein as provided in Appendix B.

3.1.2 The PARTIES shall make available their consultants, staff, management, and other necessary resources as may be required for the timely resolution of issues that may arise during the PNA process and for the expeditious review of documents submitted during PNA preparation.

3.1.3 The PARTIES acknowledge and agree that they, and their consultants, staff, and management, shall be deemed to be acting in good faith so long as they make reasonable efforts to attend scheduled meetings, direct consultants to cooperate with the other Party, provide information necessary to the duties of the other Party, and use commercially reasonable efforts to review and timely return with comments all correspondence, reports, documents, or contracts received from the other Party.

ARTICLE 4 - PURPOSE AND SCOPE OF WORK

4.1 Purpose

4.1.1 The purpose of CONTRACTOR's work under this Agreement is to develop a Citywide Park Needs Assessment (PNA). CONTRACTOR will provide, for the DEPARTMENT's sole and independent consideration, the PNA documents that evaluate the current and potential future uses and projects for the park or specified plan area.

4.1.2 As directed by CITY, CONTRACTOR agrees to develop a PNA in line with the Scope of Work detailed in Appendix B, which is hereby incorporated into this Agreement by reference, and perform such other functions as further articulated in this Agreement.

4.1.3 CONTRACTOR will provide, for the DEPARTMENT's sole and independent consideration, any other technical studies required to assess and used to inform the PNA.

4.1.4 Any modifications in the terms and/or conditions to this Agreement shall require the execution of an amendment, approved and signed by an authorized representative of both CITY and CONTRACTOR. If CONTRACTOR performs any modification without a written amendment, CITY shall neither pay for, nor be obligated to accept said modification.

4.2 Timely Completion

CONTRACTOR shall use all best efforts to timely reach the milestones provided in the Performance Milestones and Budget Template, attached hereto and incorporated herein as Appendix C, which includes the key milestones in the PNA process for the Project.

ARTICLE 5 - SERVICES TO BE PROVIDED BY THE CITY

The DEPARTMENT agrees that, upon reasonable notice, as from time to time requested by CONTRACTOR, the DEPARTMENT shall provide progress reports to CONTRACTOR regarding the status of review and processing of documents related to the Project.

ARTICLE 6 - COMPENSATION AND INVOICING

6.1 Compensation

CITY will pay CONTRACTOR \$3,950,273.26 to pay for costs related to PNA services and to coordinate the preparation of the PNA, and associated technical studies, for the Project in accordance with the terms and provisions of this Contract. The total for this Contract will not exceed the amount listed above without prior discussion and approval from the CITY. Payments from CITY to CONTRACTOR, according to Appendix C – Performance Milestones and Budget

Template, only will be provided to CONTRACTOR after CITY has determined, in its sole and independent discretion that the PNA documentation associated with each performance milestone is complete.

6.2 Limitation of CITY'S Obligation to Make Payments to CONTRACTOR

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

6.3 Invoicing

6.3.1 The CONTRACTOR shall invoice the CITY for the approved task(s) and/or deliverable(s) as outlined in the terms of this Contract (Appendix C – Performance Milestones and Budget Template). Invoices related to the tasks performed for this Contract should be emailed to meghan.luera@lacity.org.

6.3.2 CONTRACTOR shall invoice CITY within sixty (60) days of completion of each milestone provided in Appendix C – Performance Milestones and Budget Template by submitting two (2) copies of the invoice, which shall demonstrate that the milestone has been achieved.

6.3.3 CONTRACTOR shall submit invoices to:

CITY of Los Angeles, Department of Recreation and Parks
Attention: Darryl Ford / Meghan Luera
Planning, Construction and Maintenance Branch
221 North Figueroa Street, Suite 400
Los Angeles, California 90012

6.3.4 All invoices shall be submitted on CONTRACTOR's letterhead, containing CONTRACTOR's official logo, or other unique and identifying information, such as the name and address of CONTRACTOR. Evidence that documents the task has been completed, in the form of transmittal correspondence for completed PNA documents, public or hearing notices, reports, brochures, photographs, or other applicable documents shall be attached to all invoices.

6.3.5 CONTRACTOR shall submit invoices for the approved task(s) and/or deliverable(s) that conform to CITY standards and include, at a minimum, the following information:

- CONTRACTOR's name
- Contract number
- Project name

- Invoice number
- Remit To address
- Invoice date Dates of services performed
- Description of the task(s) performed and /or deliverable(s) during billing period
- All approved reimbursable expenses (mileage, parking, postage, photocopying, messenger services, and other pre-approved miscellaneous expenses) must have official/identifiable receipts attached
- A summary progress table detailing work performed during the billing period, which includes the following:
 - Total budgeted project amount
 - Total amount billed to date
 - Total amount remaining to date
 - Total billed that invoice
 - Percentage of total amount billed to date
 - Percentage of total project completed to date
- A narrative progress report detailing work performed during the billing period, which includes the following:
 - Summary of work performed during the billing period
 - Percentage of total project completed to date
 - Any other relevant information

6.3.6 Invoices, evidence, and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. CITY will not compensate CONTRACTOR for costs incurred in invoice preparation. CITY may request changes to the content and format of the invoice, evidence, and supporting documentation at any time.

6.3.7 Subcontractor's Requirements. Tasks and/or Deliverables that are completed by subcontractors must be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.

6.3.8 Failure to adhere to these policies may result in nonpayment pursuant to Charter Section 262(a), which requires the CITY Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any CITY office or department, and to approve demands before they are drawn on the Treasury.

6.3.9 DEPARTMENT shall promptly review the content and format of invoices, evidence, and supporting documentation to determine if the associated milestone has been achieved and if the invoice has been properly submitted by CONTRACTOR. DEPARTMENT shall provide prompt notice to CONTRACTOR of any CITY requested changes to the content and format of the invoice, evidence, and supporting documentation.

6.3.10 DEPARTMENT shall notify CONTRACTOR of date of receipt of a properly submitted invoice.

6.3.11 The CITY shall pay invoices properly submitted by CONTRACTOR within sixty (60) calendar days of date of receipt of a properly submitted invoice.

6.3.12 Notwithstanding the foregoing, CITY shall not be responsible for, and CONTRACTOR waives the right to seek, any late fees, late charges, penalties, and/or interest.

6.3.13 The granting of any payment by CITY, or the receipt thereof by CONTRACTOR, in no way lessens, limits, or waives the liability of CONTRACTOR to replace unsatisfactory work, equipment, or materials, even if the unsatisfactory character of this work, equipment, or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by CITY and, upon rejection, must be replaced by CONTRACTOR without delay.

6.3.14 If the deliverables, or invoice, or both, are not received and approved by the General Manager or Designee, CITY may withhold all payments referred to in the Contract until the deliverables and invoice are received and approved. Prior to withholding any payments pursuant to this paragraph, the General Manager or Designee shall give notice of his or her intention to withhold the payment and the basis for withholding the payment.

6.4 Advanced Payment

6.4.1 The CONTRACTOR may submit a request for advanced payment in an amount not to exceed \$125,000.00 for the implementation of a Community Partner Program that is related to the scope of work described in Appendix B. The request for advanced payment is subject to approval of the City Controller's Office and shall be in the same format as an invoice and will include quotes or estimates for the services of the community partners agreed upon by the CITY and CONTRACTOR.

6.4.2 The CONTRACTOR shall provide invoices, receipts, or other applicable documentation to the CITY to show proof of payment to the community partner as well as a summary of the activities completed by the community partner and their contribution to the PNA prior to the termination of this Contract.

6.4.3 Any funds not spent by the CONTRACTOR for the Community Partner Program shall be returned to the CITY upon the termination of this Contract.

ARTICLE 7 - DATA SECURITY AND PRIVACY

7.1 Data Ownership

As between the parties, CITY is the sole and exclusive owner of all data and information provided to CONTRACTOR by or on behalf of CITY pursuant to this Agreement and any and all updates or modifications thereto or derivatives thereof made by CONTRACTOR ("CITY Data"), and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. CITY Data is Confidential Information for the purposes of this Agreement. CONTRACTOR shall not use CITY Data for any purpose other than that of rendering the services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit CITY Data. CONTRACTOR shall not possess or assert any lien or other right against, or to CITY Data. CITY may request an export of CITY Data stored within the systems or held by CONTRACTOR in any form or format at no charge to CITY.

Subject to the restrictions articulated elsewhere in this Agreement, CITY grants CONTRACTOR a non-transferable, non-exclusive, terminable at-will license, solely for the term of this Agreement, to use CITY Data solely for purposes of performing the services pursuant to this Agreement for CITY's benefit.

7.2 Data Protection

7.2.1 CONTRACTOR shall use best efforts, but in no event less than information security industry standard protections, to prevent unauthorized use, disclosure, or exposure of CITY Data. To this end, CONTRACTOR shall safeguard the confidentiality, integrity, and availability of CITY Data.

7.2.2 CONTRACTOR shall implement and maintain appropriate administrative, technical, and organization security measures to safeguard against unauthorized access, disclosure, or theft of CITY Data. Such security measures shall be in accordance with recognized industry best practices and the standard of care imposed by state and federal laws and regulations relating to the protection of such information. In the absence of any legally imposed standard of care and not less stringent than the measures CONTRACTOR applies to CONTRACTOR's own personal data and non-public data of similar kind.

7.2.3 At no time may any content or CITY processes be copied, disclosed, or retained by CONTRACTOR or any party related to CONTRACTOR for subsequent use in any transaction that does not include CITY.

7.3 Compliance with Privacy Laws

CONTRACTOR shall ensure that CONTRACTOR's performance of CONTRACTOR's obligations under this Agreement complies with all applicable local, state, and federal privacy laws and regulations, including, but not limited to, laws relating to consent to make visual and audio recordings of individuals and consent to collect information from individuals. If this Agreement or any practices which could be, or are, employed in performance of this Agreement are inconsistent with or do not satisfy the requirements of any of these privacy laws and regulations, CITY and CONTRACTOR shall in good faith execute an amendment to this Agreement sufficient to comply with these laws and regulations and CONTRACTOR shall complete and deliver any documents necessary to compliance.

7.4 Confidential Information

CONTRACTOR understands that all original material, whether written or readable by machine, including written or recorded data, documents, graphic displays, reports, and other documentation or other materials which contain information relating to CONTRACTOR's performance hereunder are considered confidential property of CITY. CONTRACTOR understands the sensitive nature of the above and therefore agrees that neither its officers, partners, employees, agents, CONTRACTORS or subcontractors will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, nor other materials except as provided herein or as authorized, in writing, by CITY's representative. This Section shall remain in effect after the termination of this Agreement until such time as the Confidential Information has been released by the CITY.

CONTRACTOR must submit a signed copy of the Confidentiality Agreement, that is attached hereto as Appendix E and incorporated herein, and require it from each subcontractor. The provisions of this Subsection shall survive expiration or termination of this Agreement.

7.5 Provision of Data

Upon termination of this Agreement for any cause or reason (including CITY's breach), CONTRACTOR shall provide CITY with a copy of all CITY Data in CONTRACTOR's possession in a mutually agreeable machine-readable format.

7.6 Data, Development, and Access-Point Location

Storage of CITY Data shall be located in the continental United States of America. CONTRACTOR shall not allow its personnel or CONTRACTORS to store CITY Data on portable devices, including personal computers, except for devices that are used and kept only at CONTRACTOR's continental United States of America headquarters or data centers. CONTRACTOR shall neither access, nor allow a third party to access systems housing CITY Data from any location outside of the continental United States of America. Notwithstanding anything to the contrary in this Agreement, and only after obtaining prior written approval of CITY, CONTRACTOR may grant personnel and CONTRACTORS located outside the continental United States remote read-only access to CITY Data only as required to provide other technical support in relation to the services contemplated herein. CONTRACTOR shall obtain the CITY's prior written approval for each of its employees, contractors, officers, partners, consultants, principals, agents, affiliates, or subsidiaries who are essential for the purpose of providing the services under this Agreement ("Authorized Persons"). When CONTRACTOR submits a request for CITY's prior written approval, it shall describe the proposed Authorized Person's role and the necessity for the proposed Authorized Person to access CITY Data. CONTRACTOR shall at all times cause such Authorized Persons to abide strictly by CONTRACTOR's obligations under this Agreement and the industry standards for information security. CONTRACTOR hereby agrees that only Authorized Persons who are bound in writing by confidentiality and other obligations sufficient to protect CITY Data in accordance with the terms and conditions of this Agreement will access CITY Data, and will do so only for the purpose of enabling CONTRACTOR to perform its obligations under this Agreement.

7.7 Data Breach

CONTRACTOR shall protect CITY Data using the most secure means and technology that is consistent with industry standards for the type of data at issue. CONTRACTOR shall notify CITY as soon as reasonably feasible, but in any event within twenty-four (24) hours in writing and telephonically of CONTRACTOR's discovery or reasonable belief of any unauthorized access of CITY Data ("Data Breach"), or of any incident affecting, or potentially affecting CITY Data related to cyber security ("Security Incident"), including, but not limited to, denial of service attack, system outage, instability, or degradation due to computer malware or virus. CONTRACTOR shall begin remediation immediately. CONTRACTOR shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONTRACTOR until the Data Breach or Security Incident has been effectively resolved to CITY's satisfaction. CONTRACTOR shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. If directed by CITY, CONTRACTOR shall retain an independent third party to conduct the investigation at CONTRACTOR's sole cost. At CITY's sole discretion, CITY and/or its authorized agents shall have the right to lead or participate in the investigation.

CONTRACTOR shall cooperate fully with CITY, its agents and law enforcement. CONTRACTOR is responsible for all costs associated with a Data Breach or Security Incident, including, if directed by CITY, the provision of identity theft protection and/or credit monitoring services to individuals affected by the Security Incident. If required by law or directed by CITY, CONTRACTOR will be responsible for notifying individuals impacted by the Security Incident or Data Breach, with CITY having final approval of the content of the notification. In the event CITY incurs any costs related to the breach referenced above, CITY will seek reimbursement from CONTRACTOR or reduce CONTRACTOR's invoice for costs associated with breach of security

7.7.1 Data Breach Liability. If CITY is subject to any claims relating to any Data Breach or Security Incident, CONTRACTOR shall fully indemnify and hold harmless CITY and defend CITY against any such claims, including reimbursement of any costs incurred by CITY relating to those claims. This obligation is in addition to any of CONTRACTOR's other indemnification obligations in this Agreement.

7.8 Firewalls and Access Controls

7.8.1 Access Precautions. CONTRACTOR shall use precautions, including, but not limited to, physical software and network security measures, employee screening, training and supervision, and appropriate agreements with employees to:

7.8.1.1 Prevent anyone other than CITY, CONTRACTOR, and authorized CITY or CONTRACTOR personnel from monitoring, using, gaining access to, or learning the import of CITY Data;

7.8.1.2 Protect appropriate copies of CITY Data from loss, corruption, or unauthorized alteration; and

7.8.1.3 Prevent the disclosure of CITY and CONTRACTOR passwords and other access control information to anyone other than authorized CITY personnel.

7.8.2 Security Best Practices. CONTRACTOR shall implement the following security best practices with respect to any service provided:

7.8.2.1 Least Privilege: CONTRACTOR shall authorize access only to the minimum amount of resources required for a function.

7.8.2.2 Separation of Duties: CONTRACTOR shall divide functions among its staff members to reduce the risk of one person committing fraud undetected. 1

7.8.2.3 Role-Based Security: CONTRACTOR shall restrict access to authorized users and base access control on the role a user plays in an organization.

7.9 Right of Audit by CITY

Without limiting any other audit rights of CITY, CITY may review CONTRACTOR's data privacy and data security program prior to the commencement of this Agreement and from time to time during the term of this Agreement. During the performance of this Agreement, on an ongoing basis from time to time and without notice, CITY may, by itself or by retaining a certified public

accounting firm or information security professional, perform, or have performed, an on-site audit of CONTRACTOR's data privacy and information security program. In lieu of an on-site audit, at CITY's discretion and upon request by CITY, CONTRACTOR agrees to complete, within fourteen (14 days) of receipt, an audit questionnaire provided by CITY regarding CONTRACTOR's data privacy and information security program.

7.10 Written Information Security Policy

CONTRACTOR shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards, and procedures (collectively "Information Security Policy"), and communicate the Information Security Policy to all of its respective employees and contractors in a relevant, accessible, and understandable form. CONTRACTOR shall regularly review and evaluate the Information Security Policy to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks. Upon execution of this Agreement and thereafter within three (3) business days of CITY's request, CONTRACTOR shall make available for CITY's review CONTRACTOR's Information Security Policy and any related SOC audits, information security certifications, or other evidence that CONTRACTOR has in place appropriate policies and procedures regarding information protection and security.

7.11 Change in Service

CONTRACTOR shall notify CITY of any changes, enhancement, and upgrades to CONTRACTOR's systems, or changes in other related software services, as applicable, which can impact the security of the services.

ARTICLE 8 - MISCELLANEOUS

8.1 Insurance

CONTRACTOR shall maintain the level of insurance required in the completed Form Gen. 146, Required Insurance and Minimum Limits, which is attached as Appendix D, Standard Provisions for CITY Contracts (Rev. 6/24 [v.1]). The insurance must name CITY as additional insured with respect to liability coverage. No policies or certificates with respect to such insurance may be cancelled or materially changed without at least 30 days' prior written notice by the respective insurer to CITY.

8.2 Separation Assistance

In the event of separation, CONTRACTOR shall provide separation assistance to CITY to facilitate separation. CONTRACTOR shall further guarantee elimination from CONTRACTOR's services of all CITY Data upon separation.

8.3 CONTRACTOR's Personnel & Subcontractors

Except as expressly provided in Subsection 8.4 below, CONTRACTOR shall use its own employees to perform the services described in this Agreement. CITY shall have the right to review and approve any personnel who are assigned to work under this Agreement. If CITY has

concerns about the performance of any personnel assigned to perform services under this agreement, CITY and CONTRACTOR shall meet and attempt to resolve such concerns.

8.4 Subcontractors

CONTRACTOR may utilize subcontractors to assist in performance of this Agreement. Notwithstanding the fact that CONTRACTOR may utilize subcontractors, CONTRACTOR shall remain responsible for performing all aspects of this Agreement. CITY has the right to approve CONTRACTOR's subcontractors and CITY reserves the right to request replacement of a subcontractor. CITY does not have any obligation to pay subcontractors and nothing herein creates any privity between CITY and the subcontractors. Nothing herein is intended to create a third-party beneficiary in any subcontractors.

8.5 Non-Exclusive Agreement

CONTRACTOR understands and agrees that this is a non-exclusive Agreement to provide services to CITY and that CITY has entered into contracts with other contractors and will continue to do so. CITY may terminate this Agreement and use any of the contractors with whom CITY has current or future contracts and, therefore, CITY cannot estimate nor guarantee the volume or amount of work to be received by CONTRACTOR under this Agreement.

8.6 CONTRACTOR's Interaction with the Media; Publicity

CONTRACTOR shall refer all inquiries from the news media to CITY, shall immediately contact CITY to inform CITY of the inquiry, and shall comply with the procedures of CITY's Public Affairs staff regarding statements to the media relating to this Agreement or CONTRACTOR's services hereunder.

8.7 Ambiguity

No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement. The parties acknowledge that they have read and understood this Agreement and had the opportunity to consult with counsel of their choosing regarding this Agreement.

8.8 Amendments to Agreement

Any changes in the terms of this Agreement, including changes in the services to be performed by CONTRACTOR, extension of the term, and any increase or decrease in pricing, must be incorporated into this Agreement by a written amendment properly executed by both parties.

8.9 Notice of Delays

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.10 Entire Agreement

This Agreement, including all Attachments and documents incorporated herein by inclusion or by reference, contains the full and complete Agreement between the parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

8.11 Order of Precedence

In the event of any inconsistency between the provisions in the body of this Agreement and the attachments, the provisions in the body of this Professional Services Agreement take precedence, followed by Appendix A, Standard Provisions for CITY Contracts (Rev. 6/24 [v.1]), followed by any other exhibits or attachments to this Agreement in the order in which they are attached.

9.0 INCORPORATION OF DOCUMENTS

9.1 Entire Contract

This Contract and appendices represent the entire integrated Contract of the PARTIES and supersedes all prior written or oral representations, discussions, and contracts. This Contract may not be changed or modified in any manner except by formal, written amendment fully executed by both CITY and CONTRACTOR. The following documents are incorporated and made a part hereof by reference:

Appendix A: Standard Provisions for CITY Contracts (Rev. 6/24 [v.1])

Appendix B: Scope of Work

Appendix C: Performance Milestones and Budget Template

Appendix D: Insurance Requirements (Form Gen. 146)

Appendix E: Confidentiality Agreement

Appendix F: Travel Policy

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by CITY) and sent by e-mail shall be deemed original signatures.

(Signature Page to Follow)

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

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

OLIN PARTNERSHIP, LTD.

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

By: _____
President

By: _____
Jessica M. Henson, Partner

Date: _____

Date: _____

By: _____
Secretary

Date: _____

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Brendan Kearns
Deputy City Attorney

Date: _____

Agreement Number:

APPENDIX A

Standard Provisions for City Contracts (Rev. 6/24 [v.1])

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

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

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

PSC-3. Time of Effectiveness

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

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of 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 **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** 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 **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

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

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

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

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'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 **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract 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 **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **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 **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

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

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** 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 Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’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. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

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

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

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

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

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

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

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

PSC-27. Child Support Assignment Orders

CONTRACTOR 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, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** 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 **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR 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 **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- 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 Contract 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.

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **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."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

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

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

You are a subcontractor on City of Los Angeles Contract # _____ Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten 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.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

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

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR 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. **CONTRACTOR** 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, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. 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, **CONTRACTOR** 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 **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’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.

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** 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 **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

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

Limits

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

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

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

Professional Liability (Errors and Omissions)

Discovery Period _____

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

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

Pollution Liability

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

Crime Insurance

Other: _____

Professional Services Agreement

The Olin Partnership Ltd. "OLIN"

Appendix B – Scope of Work

Contractor shall perform services and deliverables for the delivery of the PNA, as listed below as paragraphs (a.) through (o.) and further detailed in Tasks I through VIII below.

- a. Assemble a comprehensive team of expert professionals for the execution of a Park Needs Assessment (PNA).
- b. Coordinate all subconsultant services needed to complete the work and allow sufficient time to review and correct the work of subconsultants prior to submission of all deliverables. All meetings that Contractor is required to attend shall also include subconsultants as appropriate. Contractor shall include a proposed limit of staff for all meetings.
- c. Provide an experienced Project Manager who will oversee the consultant team on a day- to-day basis for the duration of the task, and who will coordinate closely with RAP's Project Manager. This coordination will include regular phone calls and email correspondence.
- d. Coordinate all work activities with the RAP Project Manager, which includes but is not limited to: coordination of all meetings; preparation of meeting materials and meeting minutes; organization of deliverables; identification of areas of concern; providing recommended solutions to such areas of concern that arise; providing sufficient consultant resources; management of subconsultants; following the RAP Project Manager's directions; providing feedback, and coordination of all other matters related to the development of the PNA and all components outlined here.
- e. Attend coordination meetings anticipated to be held approximately once every two (2) weeks with RAP's Project Management team. Attend and facilitate separately with both Technical Advisory Committee (TAC) and Steering Committee (SC) meetings as described in tasks below.
- f. Expert facilitation of the public meeting process.
- g. Coordinate and facilitate community meetings and engagement functions.
- h. Develop a public engagement program that may include but not be limited to public workshops, focus group meetings, surveys, and participatory exercises. Contractor shall also work with RAP to update and maintain a project website. Prepare project information sheets, proper public meeting notifications, and other informational public materials as required. Prepare public presentations, graphics and presentation materials for community meetings in collaboration with the RAP Project Manager.

- i. Management of the stakeholder and community information and input process, including public meetings, surveys, online communications, press releases, and the creation and maintenance of the project website.
- j. Formulation of and completion of appropriate technical studies, financial analysis, and visual and design studies and analyses required to support the PNA process and to support the conclusions that result from the work.
- k. Production of graphs, renderings, site plans, and other physical, visual and graphic material that can be used to explain the process and the conclusions to the public and to policy makers.
- l. Authorship of the PNA in draft and final form, with associated visuals and with a final, comprehensive list of reference documents and work products. A final visual PNA presentation must also be created and presented. The final PNA document should be print ready and formatted to be effectively posted on the project website.
- m. Submit monthly progress reports (actual work vs. planned work), in accordance with the work plan and schedule. Update the work plan and schedule as needed.
- n. Submit timely invoices, with updated Business Inclusion Program utilization profiles corresponding to each invoice.
- o. Provide all documentation in electronic format.

1. Task I: Project Initiation

- a. **Work Plan:** Contractor shall meet with City staff project team to develop and finalize a detailed work plan to complete the PNA, which at a minimum will describe the tasks to be performed, establish required meetings and presentations as well as clarify roles and responsibilities of both City staff and Contractor's team.
 - An assessment of recreation program services (i.e., recreation classes/activities) is not a part of the PNA. Rather, the PNA is an assessment of the **recreation assets** and making inferences on future needs based on the historical demands of RAP infrastructure.
- b. **Work Schedule:** Contractor shall develop and maintain a Microsoft Projectwork schedule of the PNA process that consists of:
 - tasks to be performed
 - durations
 - start and end dates
 - task relationships
 - all significant tasks such as workshops, reviews, preparation of a Draft PNA, completion of the Final PNA, etc. that shall be included in the work

schedule.

- c. **Project Website:** Contractor shall develop and maintain a WordPress-based project website that provides information and updates about the project, a community engagement and feedback section, and opportunities to get involved with the project. Contractor is not expected to respond to community feedback received on the website. The project website will be accessed through RAP's website, and Contractor shall coordinate with RAP to establish this link. Contractor shall upload approved project-related public information to maintain a current website for visitors. The website will incorporate real time translation using Google Translate services to give the most flexible and extensive language options.
- d. **Deliverables.** Contractor must provide the following as deliverables for Task I:
- A record of summary notes for meetings.
 - A work plan and project schedule.
 - Community Partner Program Outline with Process for Onboarding.
 - Project website initialization outline including recommendations for available web addresses, memorandum summary of website structure, mockup of three graphic styles alternatives for selection.
 - Live Website.
 - Initial Press Release Text/Image Content.

2. Task II: Conduct and Coordinate Steering Committee Meetings:

- a. In coordination with City staff, Contractor shall conduct Steering Committee meetings. The Steering Committee will be tasked with providing expert guidance on the development of the Final Report and associated deliverables. The Steering Committee will also be responsible for providing input regarding the local/community boundaries to be used for the purposes of conducting community outreach, reviewing Draft and Final Reports, and the implementation of the PNA.

The Steering Committee may be composed of representatives from the Council Offices, representatives from the Mayor's office, non-profit organizations and community groups involved in parks and recreation advocacy, advocates of youth-specific programming, environmental justice groups, park equity groups, and public health advocates. The Steering Committee is anticipated to meet a total of seven (7) times over the course of the PNA's development. The final number of meetings is subject to approval by the City.

- b. **Deliverables.** Contractor must provide the following as deliverables for Task II:
- Outline Memorandum of Meeting Dates and Recommended Progression of Topics.
 - Steering Committee Role and Guidelines Document Draft and Final.
 - A preparation meeting with RAP per steering committee meeting, if necessary.

- Steering Committee Meetings, Assumed to be 2 hours each in person or virtual if preferred by RAP, up to seven (7).
- Meeting Agendas.
- Meeting Summaries.

3. Task III: Conduct and Coordinate Technical Advisory Committee (TAC) Meetings:

- In coordination with City staff, Contractor shall coordinate and present at up to three (3) TAC meetings. The TAC shall be composed of representatives from the State Parks office, professional city planners, GIS experts, and experienced academics. The TAC will be tasked with providing expert guidance on the technical aspects of the PNA at key phases of the project.
- The TAC will be tasked with creating a model of the future City growth and demand of RAP maintenance and services within the City. The TAC will also be responsible for developing and recommending a decision-making framework for future RAP projects, funding, and investment. The decision-making framework would infer the future needs of new and existing parks and recreation assets based on the historical demands on RAP infrastructure and projected population trends per planning area.
- The TAC shall be composed of representatives from the State Parks office, professional city planners, GIS experts, and experienced academics. The TAC is anticipated to meet a total of three (3) times prior to the completion of the PNA Draft Report. The final number of meetings is subject to approval by the City.
- Deliverables.** Contractor must provide the following as deliverables for Task II:
 - Meeting Agendas.
 - Technical Advisory Meetings, assumed to be 2 hours each in person or virtual if preferred by RAP up to three (3).
 - Meeting Summaries.

4. Task IV: Park Condition Assessment (PCA) Data Translated to PNA:

- Contractor shall coordinate with the TAC to develop a method, format, and set of best practices that allow the park inventory and assessment data gathered by RAP as part of the PCA to be accessible in a system/platform that is open and available to interested groups and the general public.
- Deliverables:** Contractor must provide the following as deliverables for Task IV:
 - Technical Summary Memorandum with recommendations for method to translate data.
 - Accessible portal for data on live website.

5. Task V: Evaluation of Current and Future Park Needs:

- a. Contractor shall acquire, analyze, validate, and describe all existing information related to the capital funds and budget allocations to previous investments for park acreage expansion, addition of new park amenities, maintenance activities, and trends of recreational programming over the last 25 years.
- b. Contractor shall analyze the areas within the City that will see the largest population growth and decline. This would help support community outreach efforts by providing context on the projected future park needs of residents within the City. The Consultant Team will integrate information from different City departments and other entities such as SCAG.
- c. Contractor shall simulate outcomes across the City where population continues to increase but RAP service levels (including maintenance and programming) remain the same to determine the sustainability of existing resource distribution.
- d. Contractor shall provide cost estimates for park acreage expansion, addition of new park amenities, maintenance activities, and recreational programming necessary to meet future needs.
- e. The Contractor shall evaluate a series of technical criteria to enhance the knowledge base for the PNA.
- f. Filling data gaps: Recognizing that some parks may have incomplete data, the Consultant Team will fill minor gaps in data if helpful to the purpose of the PNA with up to ~150 acres of supplemental LiDAR, photogrammetry, or photography information.
- g. **Contractor must provide the following as deliverables for Task V:**
 - A summary of meeting notes.
 - Rollup of digital survey, and analysis of information received.
 - Technical Memorandum Draft and Final version of Research and Analysis findings.
 - Supplemental LiDAR, aerial photogrammetry, or photography.

6. **Task VI: Community Outreach and Public Participation**

- a. **Phase 1:** The first phase of community outreach shall focus on an assessment of the public's general understanding of RAP's role within the City and obtaining general feedback regarding RAP's overall performance as perceived by the community. Contractor shall prepare and conduct a community input process that will allow for maximum public participation through a variety of strategies, including but not limited to: stakeholder meetings; public workshops; focus groups; surveys; and social media posts at major milestones and as required throughout the master planning process

to gain stakeholder and community insight and opinions at critical stages. Phase 1 of community outreach is scheduled to span from February 2025 to April 2025. It is anticipated approximately 16 meetings will be held. The final number of meetings is subject to approval by the City. Meetings would take place in various geographic areas within the City and would be for a maximum of three (3) hours duration per meeting exclusive of set-up and break-down.

- b. **Phase 2:** The second phase of community outreach shall focus on the public's priorities in regards to existing park amenities. Extensive surveying would be conducted to determine the needs of the participating public and to distinguish the specific user groups for the variety of park amenities. Participants would have an opportunity to qualitatively describe and rank existing park amenities in order of importance in order to gauge the priorities based on user groups. Contractor shall prepare and conduct a community input process that will allow for maximum public participation through a variety of strategies, including but not limited to: interest group meetings; public workshops; focus groups; surveys; and social media posts at major milestones and as required throughout the planning process to gain stakeholder and community insight and opinions on the work completed to date and to adjust priorities. Phase 2 of community outreach is scheduled to span from April 2025 to August 2025. It is anticipated approximately 40 meetings will be held. The final number of meetings is subject to approval by the City. Meetings would take place in various geographic areas within the City and would be for a maximum of two (2) hours duration per meeting exclusive of set-up and break-down. These meetings may include, but not be limited to, stakeholder meetings, public workshops, focus groups, and surveys.

- c. **Phase 3:** The third phase of community outreach shall focus on sharing preliminary results and analysis with the public as a part of the review and finalization of the PNA documents. Contractor shall prepare and conduct a community input process that will allow for the maximum public participation through a variety of strategies, including but not limited to: interest group meetings; public workshops; focus groups; surveys; and social media posts at major milestones and as required throughout the planning process to gain stakeholder and community insight and opinions on the design work completed to date and to adjust priorities. Phase 3 of community outreach is scheduled to span from August 2025 to December 2025. It is anticipated approximately 16 meetings will be held. The final number of meetings is subject to approval by the City. Meetings would take place in various geographic areas within the City with a maximum of three (3) hours duration per meeting exclusive of set-up and break-down

- d. **Translation:** Contractor shall translate key public information documents into Spanish, with the option of an additional three (3) languages for translation of key documents. Contractor shall also provide Spanish language interpreters for each

large and small community meeting, with the option of adding interpreters for three (3) other languages.

- e. **Surveys**: Contractor shall solicit community input using web surveys and paper surveys that will pose questions regarding the public perception of RAP, the quality of services being provided, and input regarding amenities that are currently available in RAP parks.
- The Consultant Team will mail a survey packet to a random sample of 1000 households in Los Angeles. Each survey packet will contain a cover letter, a copy of the survey, and a postage-paid return envelope. Residents who receive the survey will be given the option to return the survey by mail or complete it online. ETC Institute will send emails or place phone calls to follow up with households that received the survey but have not responded, to encourage participation. To prevent people who are not residents of Los Angeles from participating, ETC Institute will verify the addresses of those who complete the survey online. With surveys completed by 1000 households, the overall results will have a precision of at least +/-3.1% MOE (Margin Of Error) at the 95% level of confidence. Results will be cross-tabulated by council district and select household demographics. These surveys will be statistically representative and inclusive and must be in English, Spanish, and an additional three (3) languages.
 - Parallel public surveys and online comment forms will be available for others who may want to participate in addition to the statistically valid survey.
- f. **Engagement Videos**: To assist with broad education and engagement, the Consultant Team will create two longer videos (up to 3 minutes each), one at the beginning and one at the end of the process, as well as up to 5 shorter videos (up to 30 seconds each) in-between. The first video will be to educate the public on the process and act as a call to action for people to get involved and make their voices heard in this process. The shorter videos will remind people that the process is happening, to remind them about engagement opportunities. The last video will summarize the Parks Needs Assessment effort providing a quick reference and entry into the report for years to come.
- g. **Community Outreach and Public Participation Goals**: The community outreach process should seek to achieve the following:
- Educate the public about the role RAP plays within the City of Los Angeles.
 - Contractor outreach shall be structured to solicit input from a diverse audience from a diverse cross-section of the City, including individuals who may not be able to attend meetings. Contractor shall propose diverse ways to outreach using social media, surveys, engagement videos, and other means.
 - Provide opportunities for communities across the City to provide feedback on the PNA process, including progress updates on the TAC, Steering Committee, and RAP components of the Draft's development.

- Plan for hybrid public meetings – entirely online or, alternatively, both online and in- person as required based on any prevailing health restrictions, community preference, or other unforeseen requirements.

Deliverables. Contractor must provide the following as deliverables for Task VI:

- A work plan detailing the community outreach strategy and timeline, including the inclusion of the Community Partners.
- Presentation, written, graphic and social media materials.
- One hard-copy, analog postcard mailing to equity-focused communities for up to 100,000 households.
- Up to one press release per community outreach phase.
- One 2-3-minute video focused on education about RAP and the PNA.
- One 2-3-minute video focused on the input received during the PNA.
- Up to five reel-length snippets about the PNA for posting on Social Media.
- Social Media Accounts and posts for the PNA on Facebook, Instagram, and LinkedIn.
- Website updates at each community engagement phase that includes digital engagement materials, a web-based survey.
- A detailed written summary of community and public input and survey results and other meeting records (i.e. sign-in sheets, meetings, notes and/or video recordings, statistically valid survey results, public survey/s results, website comment log/s).

7. **Task VII: Draft Report and Presentation**

- a. Based on research and analysis findings, technical advisory input, and community outreach, Contractor shall compile all research and community outreach data into a comprehensive Draft PNA report and develop a presentation (using PowerPoint or comparable presentation software such as InDesign). The draft report and presentation will include tables, graphs, illustrations, concept designs, pictures, financial projections and analysis, and other information to illustrate Contractor's recommendations.
- b. Once the draft report and presentation are completed, Contractor shall present the draft report and presentation to City staff and incorporate proposed revisions based on City staff input. Once the draft report and presentation have been revised, Contractor shall develop a final report and presentation under Task VIII.
- c. **Deliverables.** Contractor must provide the following as deliverables for Task VII:
 - Six (6) hard bound copies, one (1) electronic, print ready copy of the PNA in Portable Document Format (PDF), and a web version of the PNA, including diagrams; photographs; research and analysis findings; summary of strategies utilized and comments obtained during the Community Outreach and Public Participation process; descriptions of all PNA features; a proposed decision-

making framework; and recommendations that guide the future of RAP. It is assumed the document will be approximately 200 pages and will be in PDF format.

- Three (3) presentations by Contractor of the Draft PNA to the combined City entities with representatives from other agencies involved in the project.
- Presentation by Contractor of the Draft PNA to the public in two separate forums, such as City Council meetings or similar.
- Written, graphic and digital materials needed to conduct presentations of the Draft PNA.
- Any other written, graphic or digital materials needed to explain the Draft PNA.

8. Task VIII: Final PNA Document and Collateral Materials

Based upon comments and feedback on the Draft PNA, Contractor shall develop the Final PNA document and collateral materials, which must at minimum include the information noted below.

- a. A written, print-ready and web-ready report that addresses objectives outlined in this RFP and objectives identified during the PNA process. Appropriate diagrams and graphics must be included to adequately represent the final PNA, the underlying analytic work, and the decision-making framework.
- b. **Deliverables.** Contractor must provide the following as deliverables for Task VIII: Six (6) hard bound copies, one (1) electronic, print-ready copy in Portable Document Format (PDF) and a web-ready version of the Final PNA Report, including diagrams; photographs; research and analysis findings; summary of strategies utilized and comments obtained during the Community Outreach and Public Participation processes; descriptions of all PNA features; and recommendations for RAP.
 - Summary of public comments received with short description of changes made in the PNA, assumed to be approximately 10 pages.
 - Color renderings and diagrams of the final PNA for in-person presentation purposes or displays in a large, hard copy and digital format, that can be printed on multiple sheets lined up in sequence mounted to boards.
 - Digital presentation materials to be used for the City's formal review committees, various City boards, appropriate City policy committees, Council Offices, Mayor's Office, and other groups as required.
 - Presentation by the Contractor of the Final PNA to the Mayor's Office, City Council, and the Board of Recreation and Park Commissioners.
 - Presentation by the Contractor of the Final PNA to the public in two separate forums, such as City Council meetings or similar.
 - Other written, graphic and digital materials needed to conduct presentations.
 - Shape files (.shp) or file geodatabases (.gdb) developed specifically for this project with their associated metadata.

- Login information and license keys for web hosting, domain name, and any purchased WordPress themes/plugins.

9. Task IX: Project Management

- a. The contractor shall coordinate the activities of the Consultant Team including managing workflows, communications, and quality control.
- b. The contractor shall coordinate contracts with RAP and subconsultants.
- c. The contractor shall submit monthly progress reports (actual work vs. planned work), in accordance with the work plan and schedule and update the work plan and schedule as needed.
- d. The contractor shall submit timely invoices, with updated Business Inclusion Program utilization profiles corresponding to each invoice.
- e. Deliverables. The Consultant Team will provide the following as deliverables for Task IX:
 - Contract and subcontracts.
 - Invoices and monthly reports for 12 months, including BIP utilization.
 - Updated project schedule as appropriate to track deliverables and milestones.
 - Agendas for Project Management meetings (assumed to be bi-weekly).
 - Agendas for Monthly meetings with RAP.
 - Meeting Summaries for Project Management Meetings.
 - Meeting Summaries for Monthly meetings with RAP.

Assumptions

Meeting and engagement facilities will be provided by RAP and RAP will assist with scheduling and reserving those facilities.

Publicly available datasets will be used as they are. At the end of the project a spreadsheet or similar table will be provided to the City with data sources used by the Consultant Team. Publicly available datasets will be referenced with their publicly available link.

RAP or City of LA Public Relations will send press releases and/or media advisories once prepared by the Consultant Team and approved/reviewed by RAP and appropriate City officials. RAP will assist in coordinating elected quotations or similar content.

Based on the RFP, an assessment of recreation program services (i.e., recreation classes/activities) is not a part of the PNA. Rather, the PNA is an assessment of the recreation assets and making inferences on future needs based on the historical demands of RAP infrastructure.

Given the robust timeline, it is assumed that RAP will return a single set of consolidated comments on draft deliverables in a timely fashion.

Task 8 includes a public comment summary. Line-by-line comment responses could be provided as an additional scope item.

OLIN | City of LA Park Needs Assessment

Performance Milestones

Task No	Task Name	Task Total Budget	2025 Anticipated Billing Month	Milestone	Monthly Billing	General Activities
1	Project Initiation	\$93,243.00				
			Jan	Milestone 1-A	\$93,243.00	Project initiation including - Workplan and Project Schedule - Community Partner Program Outline - Website Launch - Meeting Summary Notes
2	Conduct and Coordinate Steering Committee Meetings	\$294,375.00				
			Jan	Milestone 2-A	\$26,761.36	Ongoing Meeting Facilitation including Outline Memorandum of Meeting Dates and Recommended Progression of Topics. Steering Committee Role and Guidelines Document Draft
			Feb	Milestone 2-B	\$26,761.36	Ongoing Meeting Facilitation including Steering Committee Role and Guidelines Document Final
			Mar	Milestone 2-C	\$26,761.36	Ongoing Meeting Facilitation, Agendas, Summary Notes, and Invitations
			Apr	Milestone 2-D	\$26,761.36	Ongoing Meeting Facilitation, Agendas, Summary Notes, and Invitations
			May	Milestone 2-E	\$26,761.36	Ongoing Meeting Facilitation, Agendas, Summary Notes, and Invitations
			June	Milestone 2-F	\$26,761.36	Ongoing Meeting Facilitation, Agendas, Summary Notes, and Invitations
			Jul	Milestone 2-G	\$26,761.36	Ongoing Meeting Facilitation, Agendas, Summary Notes, and Invitations
			Aug	Milestone 2-H	\$26,761.37	Ongoing Meeting Facilitation, Agendas, Summary Notes, and Invitations
			Sep	Milestone 2-I	\$26,761.37	Ongoing Meeting Facilitation, Agendas, Summary Notes, and Invitations
			Oct	Milestone 2-J	\$26,761.37	Ongoing Meeting Facilitation, Agendas, Summary Notes, and Invitations
			Nov	Milestone 2-K	\$26,761.37	Ongoing Meeting Facilitation, Agendas, Summary Notes, and Invitations
3	Conduct and Coordinate Technical Advisory Committee (TAC) Meetings	\$110,393.00				
			Jan	Milestone 3-A	\$18,398.83	Ongoing Meeting Facilitation, Agendas, Summary Notes, and Invitations
			Feb	Milestone 3-B	\$18,398.83	Ongoing Meeting Facilitation, Agendas, Summary Notes, and Invitations
			Mar	Milestone 3-C	\$18,398.83	Ongoing Meeting Facilitation, Agendas, Summary Notes, and Invitations
			June	Milestone 3-F	\$18,398.83	Ongoing Meeting Facilitation, Agendas, Summary Notes, and Invitations
			Jul	Milestone 3-G	\$18,398.83	Ongoing Meeting Facilitation, Agendas, Summary Notes, and Invitations
			Aug	Milestone 3-H	\$18,398.85	Ongoing Meeting Facilitation, Agendas, Summary Notes, and Invitations
4	PCA Data Translated to PNA	\$224,077.26				
			Jan	Milestone 4-A	\$44,815.45	Review and summary of data. Coordination meeting
			Feb	Milestone 4-B	\$89,630.90	Technical Summary Memorandum with recommendations for method to translate data.

Task No	Task Name	Task Total Budget	2025 Anticipated Billing Month	Milestone	Monthly Billing	General Activities
			Mar	Milestone 4-C	\$89,630.90	Portal for data on live website
5	Evaluation of Current and Future Park Needs	\$986,564.00				
			Feb	Milestone 5-B	\$217,044.08	Existing data review + inventory
			Mar	Milestone 5-C	\$217,044.08	Technical Analysis
			Apr	Milestone 5-D	\$217,044.08	Technical Memorandum Draft
			May	Milestone 5-E	\$217,044.08	Survey Roll-up Survey Data Review + Topical Analysis
			June	Milestone 5-F	\$118,387.68	Technical Memorandum Final
6	Community Outreach and Public Participation	\$978,186.00				
			Jan	Milestone 6-A	\$73,363.95	A work plan detailing the community outreach strategy and timeline, including the inclusion of the Community Partners. Phase 1 Press Release Phase 1 Draft Presentation, written, graphic and social media materials. Draft Survey (Milestone includes Community Partners Mini-Grant Funding)
			Feb	Milestone 6-B	\$73,363.95	Phase 1 Final Presentation, written, graphic and social media materials. Final Survey Phase 1 Meeting Staffing
			Mar	Milestone 6-C	\$48,909.30	Phase 1 Meeting Staffing Survey Administration
			Apr	Milestone 6-D	\$122,273.25	Phase 1 Summary/Meeting Records Survey Administration Phase 2 Press Release Phase 2 Draft Presentation, written, graphic and social media materials. Phase 2 Draft social media posts Phase 2 Meeting Staffing
			May	Milestone 6-E	\$122,273.25	Survey Administration Phase 2 Final Presentation, written, graphic and social media materials. Phase 2 Meeting Staffing
			June	Milestone 6-F	\$122,273.25	Evaluating Survey Responses Phase 2 Meeting Staffing

Task No	Task Name	Task Total Budget	2025 Anticipated Billing Month	Milestone	Monthly Billing	General Activities
			Jul	Milestone 6-G	\$122,273.25	Phase 2 Meeting Staffing
			Aug	Milestone 6-H	\$73,363.95	Phase 2 Summary/Meeting Records Survey Report Draft Phase 3 Presentation, written, graphic, and social media materials Phase 3 Meeting Staffing
			Sep	Milestone 6-I	\$73,363.95	Final Phase 3 Presentation, written, graphic, and social media materials Phase 3 Meeting Staffing
			Oct	Milestone 6-J	\$73,363.95	Phase 3 Meeting Staffing
			Nov	Milestone 6-K	\$73,363.95	Phase 3 Meeting Staffing Phase 3 Summary/Meeting Records
7	Draft Report and Presentation	\$612,335.00				
			Jul	Milestone 7-G	\$122,467.00	Development of Draft Report and Draft Presentation Slides
			Aug	Milestone 7-H	\$183,700.50	Development of Draft Report and Submission of Draft Presentation Slides
			Sep	Milestone 7-I	\$122,467.00	Development of Draft Report and Updating Presentation Slides
			Oct	Milestone 7-J	\$183,700.50	Submission of Draft Report and Presentation and Submission of Slides
8	Final PNA Document and Collateral Materials	\$299,943.00				
			Nov	Milestone 8-K	\$149,971.50	Development of Final Report and submission of Draft Presentation Slides
			Dec	Milestone 8-L	\$149,971.50	Submission of Final Report and Presentation and Submission of Final Slides
9	Project Management	\$207,157.00				
			Jan	Milestone 9-A	\$17,263.08	Ongoing Project Management
			Feb	Milestone 9-B	\$17,263.08	Ongoing Project Management
			Mar	Milestone 9-C	\$17,263.08	Ongoing Project Management
			Apr	Milestone 9-D	\$17,263.08	Ongoing Project Management
			May	Milestone 9-E	\$17,263.08	Ongoing Project Management
			June	Milestone 9-F	\$17,263.08	Ongoing Project Management
			Jul	Milestone 9-G	\$17,263.08	Ongoing Project Management
			Aug	Milestone 9-H	\$17,263.08	Ongoing Project Management
			Sep	Milestone 9-I	\$17,263.09	Ongoing Project Management
			Oct	Milestone 9-J	\$17,263.09	Ongoing Project Management
			Nov	Milestone 9-K	\$17,263.09	Ongoing Project Management
			Dec	Milestone 9-L	\$17,263.09	Ongoing Project Management
N/A	Reimbursables	\$144,000.00				
			Jan	N/A	\$125,000.00	Community Partners Program

Task No	Task Name	Task Total Budget	2025 Anticipated Billing Month	Milestone	Monthly Billing	General Activities
			Other	N/A	\$19,000.00	<i>As Incurred up to total of \$144,000</i>
				Total	\$3,950,273.26	

OLIN | City of LA Park Needs Assessment
Budget Template

		2025														
		Month	January	February	March	April	May	June	July	August	September	October	November	December	N/A	Total
Task #	Milestone	A	B	C	D	E	F	G	H	I	J	K	L			
1		\$ 93,243.00														\$ 93,243.00
2		\$ 26,761.36	\$ 26,761.36	\$ 26,761.36	\$ 26,761.36	\$ 26,761.36	\$ 26,761.36	\$ 26,761.36	\$ 26,761.37	\$ 26,761.37	\$ 26,761.37	\$ 26,761.37	\$ 26,761.37			\$ 294,375.00
3		\$ 18,398.83	\$ 18,398.83	\$ 18,398.83				\$ 18,398.83	\$ 18,398.83	\$ 18,398.85						\$ 110,393.00
4		\$ 44,815.46	\$ 89,630.90	\$ 89,630.90												\$ 224,077.26
5		\$ 217,044.08	\$ 217,044.08	\$ 217,044.08	\$ 217,044.08	\$ 217,044.08	\$ 118,387.68									\$ 986,564.00
6		\$ 73,363.95	\$ 73,363.95	\$ 48,909.30	\$ 122,273.25	\$ 122,273.25	\$ 122,273.25	\$ 122,273.25	\$ 73,363.95	\$ 73,363.95	\$ 73,363.95	\$ 73,363.95	\$ 73,363.95			\$ 978,186.00
7								\$ 122,467.00	\$ 183,700.50	\$ 122,467.00	\$ 183,700.50					\$ 612,335.00
8													\$ 149,971.50	\$ 149,971.50		\$ 299,943.00
9		\$ 17,263.08	\$ 17,263.08	\$ 17,263.08	\$ 17,263.08	\$ 17,263.08	\$ 17,263.08	\$ 17,263.08	\$ 17,263.08	\$ 17,263.09	\$ 17,263.09	\$ 17,263.09	\$ 17,263.09	\$ 17,263.09		\$ 207,157.00
Reimbursables		\$ 125,000.00													\$ 19,000.00	\$ 144,000.00
Total Monthly		\$ 398,845.68	\$ 442,462.20	\$ 418,007.55	\$ 383,341.77	\$ 383,341.77	\$ 303,084.20	\$ 307,163.52	\$ 319,487.75	\$ 239,855.41	\$ 301,088.91	\$ 267,359.91	\$ 167,234.59	\$ 19,000.00	\$ 3,950,273.26	
Total Budget		\$ 3,950,273.26														

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

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

Limits

___ **Workers' Compensation (WC) and Employer's Liability (EL)** _____

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

___ **General Liability** _____

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

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

___ **Professional Liability** (Errors and Omissions) _____

Discovery Period _____

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

All Risk Coverage

Boiler and Machinery

Flood _____

Builder's Risk

Earthquake _____

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

___ **Crime Insurance** _____

Other: _____

Professional Services Agreement

OLIN PARTNERSHIP, LTD.

Appendix E - Confidentiality Agreement

I, OLIN PARTNERSHIP, LTD. (hereinafter referred to as "Contractor"), have entered into a contract (hereinafter referred to as the "Agreement") with the City of Los Angeles to provide various services to the City of Los Angeles (hereinafter referred to as "City").

I will provide temporary services to City and as part of these services I will have access to confidential information. "Confidential Information" includes all data, records, documents, audio or visual recordings, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to me by City pursuant to the Agreement or this Confidentiality Agreement, regardless of whether the information is marked or otherwise identified in writing as confidential, and regardless of whether the Confidential Information is received prior to execution of this Confidentiality Agreement.

I further understand that all Confidential Information provided to me by City, or accessed or reviewed by me during the performance of this assignment will remain the property of City.

I agree to use Confidential Information solely in connection with providing services to City under the Agreement and for no other purpose.

I agree not to provide Confidential Information, nor disclose its content or any information contained in it, either orally or in writing or in any form to transmit information, to any other person or entity, unless required by law or court order. I further agree not to make copies of any Confidential Information unless a formal request is made and approved by City.

I agree to promptly notify City of all requests, notices, subpoenas, pleadings, or other means, for the release of Confidential Information received by me.

I agree that I will not divulge to any unauthorized person, Confidential Information or any other information obtained while performing work pursuant to the Agreement between me and City.

I will be responsible for protecting the confidentiality and maintaining the security of all Confidential Information in my possession. I agree to use the same standard of care to protect City's Confidential Information as I use to protect my own confidential and proprietary information, but not less than a reasonable standard.

Upon request by City, or completion or termination of my assignment under the Agreement, I will promptly return or destroy all Confidential Information in my possession at City's discretion, and provide City with written certification stating that such Confidential Information has been returned or destroyed.

This Confidentiality Agreement is to apply in conjunction with any prior confidentiality agreement between myself and City, and will not nullify such agreements; however, this Confidentiality Agreement will take precedence. Any conflicts with any other agreements will be modified to comply with the terms and intent of this Confidentiality Agreement.

I acknowledge that violation of this Confidentiality Agreement may subject me to civil and/or criminal action and that the City of Los Angeles will seek all possible legal redress.

Jessica M. Henson

Print Contractor Name
PARTNER

Contractor Signature

Print Contractor Title

Date

Contractor Address

5900 Wilshire Blvd, Suite 2375, Los Angeles, CA 90036

Agreement Number _____

1.8 TRAVEL

1.8.1 Overview and General Guidelines

City employees and elected officials may be required to travel on official City business in the performance of their duties and responsibilities. The City Travel Policy provides guidelines in conformity with the Los Angeles Administrative Code (LAAC) Division 4, Chapter 5, Article 4 and the Internal Revenue Service (IRS) “Accountable Plan” criteria for allowable travel expenses.

The City Travel Policy provides guidelines for City employees traveling on official City business. Individual departments may, at their discretion, develop their own travel policies and impose greater restrictions and/or controls beyond what is required by the City Travel Policy. Departments should provide the Controller’s Office with a copy of their internal travel policies. Departments and travelers should be mindful that documents related to City travel expenditures are public records and may be subject to disclosure under the California Public Records Act.

General guidelines:

- City employees or elected officials will only incur expenses that a reasonable and prudent person would incur if traveling on personal business.
- Before a City employee or elected official incurs travel expenses, due consideration must be given to such factors as suitability, convenience, and the nature of the business involved. Travelers should book their travel arrangements sufficiently in advance to minimize the cost of travel.
- Per LAAC 4.242.2(f), travel expenses are those incurred outside the geographic boundaries of Los Angeles County for official City business. In line with best practices of other governmental entities, the City follows the “50-mile” rule and will reimburse travel expenses if the travel destination is farther than 50 miles from both the individual’s primary residence and headquarters.
- Travelers should use the most economical method of transportation. Departments should consider the cost of time employees will be away from headquarters before approving a method of transportation.
- Deviations from the City Travel Policy are generally not reimbursable. Per LAAC 4.242.3(j), travelers should be prepared to absorb the cost of unapproved expenses as a personal expenditure.

The City Travel Policy also applies to non-City employees whose travel expenses are paid by the City, such as individuals from non-profit organizations or other jurisdictions

requested by the City to sit on interview or selection panels. For travel by City contractors, the City Travel Policy only applies in the absence of specific provisions in the contract regarding travel.

1.8.2 Terms and Definitions

Authorized Approvers: Generally, the Department Head, or other approvers designated by the Department Head, with the responsibility of reviewing and approving travel authorities and expenditures and ensuring compliance with the City Travel Policy.

Headquarters: This is where employees spend the largest part of their regular working time, or where the employee returns upon completion of a special assignment, or a specifically assigned geographic area regularly traveled.

Official City Business: Activities of an employee or elected official that demonstrates:

- A valid City interest to be served or gained thereby; or
- Relevance to the City operations or the individual's role in such operations; or
- The promotion or development of City programs, methods, or administration; or,
- Compliance with instructions or authorization from the Mayor or the Council.

Per Diem Expenses: Lodging, meals, and incidental expenses while traveling on official City business.

Primary Residence: This is the dwelling where the employee lives, which bears the most logical relationship to the employee's headquarters, regardless of other legal or mailing addresses. If an employee maintains more than one dwelling, the Department will designate the employee's primary/permanent residence.

Other Travel Expenses: These are costs, other than per diem and transportation that are necessary for the conduct of official City business. Examples include registration, seminar, or meeting fees, telephone calls, parking fees, and supplies.

Transportation Expenses: Costs to transport the employee for official City business.

Travel: Official City business that requires the traveler to be away from the general area of the individual's primary residence substantially longer than an ordinary day's work, and which requires the traveler to sleep or rest to meet the demands of work while away from the individual's primary residence.

Travel Days: Days spent en route between the primary residence/headquarter and a destination city (i.e., the first and last day of a trip).

Travel Expenses: Per diem, transportation, and other travel expenses incurred while traveling on official City business.

1.8.3 Controller Responsibilities

In accordance with Charter Section 262, the Controller has delegated the pre-review and approval of travel authorities and expenditures to Council-controlled Departments. The Controller will conduct periodic reviews of Departmental compliance with the City Travel Policy, as well as post-review of travel transactions. The Controller may suspend delegated travel approval authority until review findings are corrected.

The proprietary departments, the Los Angeles Fire and Police Pension (LAFPP), and the Los Angeles City Employees Retirement System (LACERS) are governed by their respective boards. The Controller review will be in accordance with the respective board-adopted travel policies.

1.8.4 Department Responsibilities

Departments are responsible for establishing a system of internal controls to ensure that its travel expenses are reasonable, economical, justified, a prudent use of public funds, and in compliance with the City Travel Policy. Department Heads may designate other Authorized Approvers for travel. For the purpose of this policy, Department Head generally means the general manager, board, body, or elected or appointed officer having control and management of the department.

Department Heads shall designate a Department Travel Coordinator who will:

- Serve as the primary contact for travel coordination and processing;
- Ensure travelers have read and understood the City Travel Policy;
- Review travel authority and expense documents for compliance with City policies;
- Identify exceptions to the City Travel Policy and obtain Department Head approval of written justification and supporting documentation for the exceptions;
- Ensure that unallowable and/or unapproved expenses are not paid;
- Track credits from canceled airline reservations;

- Monitor travel advances, and ensure that outstanding advances are collected and adjusted in a timely manner; and,
- Respond to Controller travel-related questions

1.8.5 Documenting and Approving Travel Plans (Travel Authorities)

A completed travel authority documenting the travel plan and estimated costs must be approved by the Department Head ten (10) business days prior to the commencement of travel. Supporting documentation as to the necessity and importance of the travel must be included with the travel authority. Travel arrangements should not be made until the travel authority has been approved.

Travel blanket authorities may be established when Departments have large groups of employees that travel throughout the year to perform functions or attend activities for the same purpose. Departments must include written justification explaining the recurring and same purpose nature of the requested trips. Departments may encumber the total estimated dollar amount needed to cover these trips for the entire fiscal year.

1.8.6 Other Required Approvals and Notifications

A. Travel for Department Heads and Commissioners

Department Heads and Commissioners must not review and approve travel authorities and travel expenses related to their own travel. Per the Mayor's 2014 Executive Directive No. 4 (2014 ED-4), travel authority documents for all Department Heads and Commissioners, including proprietary departments, must be approved by the Mayor's Office. Personal expense statements (PES) of Department Heads and Commissioners that have exceptions to the City Travel Policy also require approval by the Mayor's Office. The Department Heads and Commissioners for LAFPP and LACERS are exempt from these Executive Directive's requirements. Travel authorities and PES documents for Department Heads and Commissioners that do not require approval from the Mayor's Office must be reviewed and approved by an Authorized Approver other than the Department Head or Commissioners that are traveling.

B. Travel to Sacramento or Washington D.C.

Per LAAC 4.242.9, all non-elected City officials and all other City employees must notify the Mayor, the Chair of the Committee that oversees the Intergovernmental Relations function, and the Chief Legislative Analyst *prior to traveling on official City business* to Sacramento or Washington, D.C. Employees of the City Council or Office of the Mayor are exempt from this requirement.

C. Travel Related to Advocacy and Intergovernmental Relations

Per 2014 ED-4, travel to Sacramento and Washington, D.C. by City employees and non-elected officials for the purposes of advocacy on behalf of the City requires approval from the Mayor's Office. Mayoral approval is also required for any travel by any City employee outside of the State of California for the purpose of conducting official City business with any other government entity, commission, agency or department. Elected officials and their staff are exempt from this requirement.

D. Foreign Travel involving more than one City Commissioner

Per LAAC 4.242.9, advance Council approval must be obtained for foreign travel (except to Canada or Mexico) involving more than one City commissioner. A request for such foreign travel must be filed with the City Clerk for placement on the next available Council agenda.

1.8.7 Transportation Expenses

A. Transportation Selection Criteria

Travelers are expected to select the least costly method of transportation after considering total travel expenses and employee time away from headquarters. Travelers may use a more costly form of transportation, but will be reimbursed at the less costly rate. In such cases, the Traveler should prepare and document a cost-comparison to determine the less costly rate. Travelers should consider and document their justification for choice of transportation based on the following criteria:

1. The cost of personnel hours lost in travel.
 2. Total travel costs (airline, rental vehicle, ground transportation, private or department vehicle, etc.).
 3. Added per diem costs
-

B. Airline Travel

Airline travel expenses are reimbursable at the lowest regular fare available (coach or economy class) for regularly scheduled airlines for the date and time selected.

Travelers should do the following to avoid paying higher airfares:

- Use the City's authorized business travel service provider to make airline travel arrangements. If booking a flight using a personal credit card, the traveler must provide sufficient proof that selected airfare is at least equal to or lower than airfare available from City's authorized business travel service.
- Make airline reservations in advance to minimize the cost of travel
- Purchase non-refundable tickets, unless the risk of changes in travel plans outweigh the benefit of booking a non-refundable ticket
- Select an arrival/departure airport that is closest to the destination, unless flights are not available or airfare is more expensive than the additional ground transportation costs to reach the destination

Departments shall not reimburse its travelers for using of frequent flier points or other promotional benefits for official City business. Frequent flier points or any other promotional benefits earned by the traveler from official City business travel are the property of the employee. Although travelers may use frequent traveler benefits earned on official or personal travel for a subsequent City travel, the City will only reimburse for actual out-of-pocket expenses incurred.

C. Alternate Mode of Transportation (other than airline travel)

Departments should consider using a City car before using a private automobile or automobile rental. In addition, the use of a private automobile for travel is discouraged unless the Department can demonstrate a business need and has compared it to other alternatives such as a City car. The use of modes of transportation other than airline travel must be approved by Department Heads in advance and the allowable cost shall be the actual cost of the alternate mode of transportation (including incidental costs such as parking fees) or the cost allowable under a regularly scheduled airline, whichever is less. Parking tickets, traffic violations or other penalties for infractions of any law that occur during travel are not reimbursable.

When choosing to drive to a non-adjacent county, Departments should prepare a cost comparison between air travel and driving. A cost comparison is not necessary when the destination is in an adjacent county to Los Angeles since air travel is generally not

the most economical or convenient. Adjacent counties include Orange, Riverside, San Diego, San Bernardino, Ventura, Kern, Santa Barbara, and San Luis Obispo.

Travelers should comply with the following guidelines for the chosen alternate mode of transportation:

- 1) Private automobile
 - a) Travelers operating the vehicle must have a valid driver's license and comply with LAAC section 4.232 insurance requirements.
 - b) Documentation of miles traveled, such as a map print-out with the number of miles is required.
 - c) Reimbursement for private automobile use shall be in accordance with the mileage provisions under the LAAC Division 4, Chapter 5, Article 2.
 - d) Reimbursement for use of a personal automobile will be payable to only one employee when traveling together with other employees on the same trip and in the same vehicle.
 - e) Reimbursement is not allowable if the traveler already receives a car allowance or any type of vehicle subsidy from the City on a regular basis through payroll.
 - f) Travel mileage should be claimed on the PES and not on the mileage reimbursement form.

- 2) Automobile rental
 - a) Travelers should select a mid-size or smaller rental car
 - b) Domestic rental car insurance is not reimbursable. Expenses arising from auto accidents will be reimbursed by the City through the self-insurance program. Travelers should consult with the City Administrative Officer (CAO) Risk Management Section for additional guidance.
 - c) For foreign travel, travelers should purchase that country's liability insurance from a reliable source.
 - d) Receipts are required for reimbursement of rental car, gasoline, parking, and toll expenses. If receipts for toll and/or parking meter expenses are not available, provide printouts from official websites, credit card receipts, or other appropriate documentation.
 - e) Travelers must fill the gas tank before returning a rental vehicle to avoid fuel surcharges.
 - f) Add-ons (e.g., GPS device) or other rental fees are not reimbursable expenses.

1.8.8 Per Diem Expenses (Lodging, Meals and Incidentals)

Per LAAC 4.242.3(b), travelers are expected to seek moderately priced establishments of acceptable quality when selecting restaurants and hotel rooms. Per CF 82-0944, reimbursements for food and lodging shall not exceed the per diem limits expressed in the City Budget Manual published by the CAO. These limits do not apply to conferences or legislative activities. In the absence of per diem limits set by the CAO, travelers must use the federal per diem rate applicable to their location of travel and comply with the guidelines described below.

A. Lodging/Hotel

The traveler must select the most economical and practical accommodations taking into consideration transportation costs, time, and other relevant factors. The following guidelines apply to lodging for travel:

- The rate must be for single occupancy standard room and, if available, at the government-rate.
- Generally, lodging should be limited to the actual dates of official City business. Additional lodging for one day before and/or after the event may be authorized to mitigate hardship for the traveler.
- Reimbursement will be for actual hotel expenses but not to exceed the total of the applicable federal per diem rate (plus fees and taxes, if applicable) for the destination and length of stay for the individual traveler.
- If the traveler is staying at the meeting/convention hotel or “authorized/sponsor” hotel for the conference or convention, supporting documentation must be submitted with the travel request package in order to receive reimbursement for actual costs up to 200% of the per diem limits. Acceptable documentation include confirmation letter indicating the meeting will be held at a particular hotel, or brochure/literature indicating the selected hotel is an “authorized/sponsor” hotel.
- If a room is not available at the meeting/convention hotel or any of the “authorized/sponsor” hotels, reimbursement for actual costs up to 200% of the per diem limits is allowed. The traveler must select the most economical among three hotels within reasonable distance from the event.
- If travel is for the purpose of assisting an agency/municipality in a federal, state or local emergency incident and there is no alternative lodging, reimbursement of actual costs up to 200% of the per diem limits may be allowed.
- An itemized original lodging receipt (listing all expenses such as meals, phone calls, services charged to the room) must be provided for reimbursement to be made in all instances.

B. Meals and Incidental Expenses (M&IE)

Travelers may claim reimbursement for up to three meals per day. M&IE will be reimbursed at claimed amount but not to exceed the applicable federal per diem rate for the destination with certain exceptions.

The applicable federal per diem rates are as follow:

- First day of the trip, use the per diem rate for the destination city.
- Last day of the trip, use the per diem rate for the last location where the traveler stayed overnight.
- The first and last day of the trip are considered travel days and will be reimbursed at a prorated amount of 75% of the applicable federal per diem amount for M&IE.
- If traveler is in more than one city/location per day, use the per diem for the city/location in which the traveler spends the night.

The per diem rates for M&IE include gratuities for restaurant service, as well as fees and tips to porters, baggage carriers, hotel staff and staff on ships. Per IRS Bulletin 2013-44, transportation between places of lodging and places where meals are taken are no longer included in the definition of incidental expenses, and may be authorized by the Department Head for reimbursement up to \$5 per day.

1) M&IE Reimbursement Limits – Travel with Overnight Lodging

Travelers may select one of three M&IE reimbursement methods shown in the table for the entire trip. Travelers must follow the requirements for receipts, maximum and prorated reimbursable amounts, and allowable exceptions for meals and incidentals for the selected method. All three methods require the traveler to note the date, time, place, amount, and business purpose of the expense.

Receipts are required for any single meal exceeding \$25 in accordance with LAAC 4.242.7, and for all meals when the traveler is using one of the actual costs methods. Traveler must use actual costs reimbursement method if the travel funding source requires receipts. In such cases, the travelers must submit receipts and will be reimbursed based on requirements specified by the funding source.

M&IE Reimbursement Methods for Travel with Overnight Lodging

Selected Reimbursement Method (1, 2 or 3) must be used for the entire trip

Methodology	Receipts Required	Reimbursement Cap at Destination	Prorated Reimbursement Cap for Travel Day/Conference Provided Meal⁽¹⁾/"50-mile" Rule Exceptions	Exception: Full Reimbursement Cap for Travel Day/Conference Provided Meal ⁽²⁾
Method 1: Federal Per Diem	No	Reimburse at federal per diem amount for destination	75% proration of federal per diem amount	No exceptions allowed
Method 2: Actual costs capped at federal per diem	Yes	Reimburse actual costs <i>up to</i> federal per diem amount for destination	Reimburse actual costs <i>up to</i> 75% of federal per diem amount for destination	Reimburse actual costs <i>up to</i> full federal per diem amount for destination
Method 3: Actual costs capped at \$60/day	Yes	Reimburse actual costs <i>up to</i> \$60 per day	Reimburse actual costs <i>up to</i> \$45 per day	Reimburse actual costs <i>up to</i> \$60 per day

(1) Hotel complimentary breakfasts do not constitute a meal.

(2) Exceptions to proration for travel days may be granted for full days spent at destination or in transit. Exceptions to proration for conference-provided meals may be granted if conference cannot accommodate medical or religious restrictions.

A traveler who stayed with a friend or family member overnight can be reimbursed for meals if traveler provides a signed statement as proof of overnight stay. Meal reimbursement will be subject to IRS taxable income reporting requirements without the signed statement.

2) M&IE Reimbursement Limits – One-Day Travel (Travel without Overnight Lodging)

Meal reimbursements for travel not involving an overnight stay must be reported as taxable income in accordance with IRS regulations. Departments are required

to report one-day meal reimbursements to the Controller at the end of the calendar year for W-2 adjustment in the payroll system.

The following guidelines apply to one-day meal reimbursements:

- Travel destination must meet the “50-mile” rule.
- Reimbursement cannot exceed 75 percent of the federal per diem for the destination.
- No meal reimbursement is allowed when the host provides meals at the event throughout the day.
- Receipts are required for any single meal exceeding \$25.
- Traveler must attach a signed “One-Day Travel Meals Reimbursement – Taxable Income Acknowledgement” form to the PES.

1.8.9 Other Travel Expenses

Expenses other than per-diem and transportation that are necessary for the conduct of official City business, with receipts, are allowable and may be reimbursed separately from M&IE limits. Below are guidelines for certain types of expenses.

- **Airline Checked-In Baggage Fee:** Airline fee for the first checked-in baggage is reimbursable.
- **Airport Parking:** Airport parking fees are reimbursable up to 125% of the lowest rates for the following airport parking lots:
 - Burbank Airport Lot A
 - John Wayne Airport Main Street Lot
 - Long Beach Airport Lot B
 - LA International Airport Lot C
 - Ontario International Airport Lot 5

For airports not listed above, traveler should use the lowest airport parking lot rate for that airport.

In addition, travelers should consider alternatives to airport parking, such as public transportation, shuttles, rideshare services, other options to get to and from the airport. Travelers should compare the total cost of airport parking to the cost of these alternatives and select the most economic choice.

- **Hosting While Traveling:** Food and beverage expenses for persons other than the traveler must be certified by the Department Head as expenditures for a public purpose and necessary for official City business. The provisions for lodging and M&IE reimbursements will apply to persons hosted by City officials or employees. Alcoholic drinks are NOT reimbursable expenses. It is the responsibility of City employees to comply with Personnel Department policy regarding consumption of alcoholic beverages while on duty. The name(s) and organization(s) of the person(s) hosted and the nature of the City business discussed must be specified in the travel authority and other travel expense documentation.
- **Registration, Seminar or Meeting Fees:** Reimbursement of registration, seminar or meeting fees where required is allowed.
- **Ground Transportation:** Transportation expenses to and from the airport or hotel are allowable with receipts or supporting documentation. Travelers should use free or courtesy shuttle services offered by airports and hotels whenever available.
- **Gratuities:** Gratuities are allowable expenses, where reasonable and customary. Tips to waiters (up to 15 percent of the restaurant bill exclusive of taxes), and drivers (up to 15 percent of the fare) are considered customary. Service charges required by service providers (e.g., gratuity added to restaurant bill for large parties) are fully reimbursable. **However, gratuities to porters, bell hops and housekeeping are included in the IRS definition of “incidental expenses” and therefore not reimbursed separately from the M&IE limit.**
- **Laundry Service:** Expenses for laundry service are allowable if the duration of the trip is four consecutive nights or longer.
- **Telephone Calls:** One personal telephone call to the employee’s immediate family in the locale of the residence of the employee is allowed if travel is in excess of three days. One such call is permitted for each successive three days thereafter.

Per LAAC 4.242.3(j), other expenses not specified in these guidelines or in the LAAC deemed necessary in the conduct of City business are allowable provided the reasons for such expenses have been reviewed and certified by the Department Head as reasonable, proper, and incurred in pursuit of City business.

1.8.10 Special Circumstances Requiring Exceptions to Standard Guidelines

There may be special circumstances that require exceptions to the standard guidelines set forth in this policy. In such instances, exceptions may be allowed when the

Department Head finds the expenses to be necessary in the conduct of official City business and reasonable. Allowed exceptions must be noted as “exceptions” on the travel authority and/or PES documents, along with the justification for the exception.

A. Airline Travel

- Airfare other than for coach class may be allowed under any of the following conditions:
 - Medical necessity certified by a competent medical authority
 - Exceptional security circumstances
 - The origin and/or destination are outside the Continental United States and the scheduled flight time, including non-overnight layovers and change of planes, is in excess of 14 hours and the traveler is required to report to duty the following day or sooner
 - No coach class seats are available on any airline that is scheduled to leave within 24 hours of the proposed departure time, or scheduled to arrive within 24 hours of the proposed arrival time
 - Use of other than coach-class accommodations results in overall cost savings.
 - Seating upgrade in coach class may be allowed to accommodate a medical necessity certified by a competent medical authority.

B. Alternate Modes of Transportation

- Reimbursements for rental cars other than mid-size or smaller may be allowed under any of the following conditions:
 - Insufficient car space for the number of City employees traveling together
 - Insufficient car space to accommodate work-related equipment
 - Terrain of destination requires a certain type of vehicle
 - Medical necessity certified by a competent medical authority
 - No extra cost for upgrade.
 - Reimbursement for fueling City vehicles may be allowed by the Department Head if the traveler presents documentation of efforts to obtain a Voyager Card from GSD prior to travel.

C. Lodging/Hotel

- Department Heads may approve reimbursements of actual lodging costs for non-conference travel up to 200% of the per diem limit.
- Department Heads may approve reimbursements of actual lodging costs in excess of 200% of the per diem limit if the travel is for the purpose of assisting an

agency/municipality in a federal, state, or local emergency incident and there is no alternative lodging.

- If two City authorized travelers choose to share a room, the cost of a double occupancy room cannot exceed 300 percent of the federal per diem rate for the destination. The traveler who paid the bill should claim the total paid for the room on their PES and note the name of the other traveler. The other traveler should also note the name of the traveler that their shared lodging with on their PES.
- On rare occasions, the actual lodging costs may be higher than the limits outlined in this policy. Upon demonstration that the higher lodging cost is justified, Department Heads may use their discretion and judgment to approve reimbursements of actual lodging costs that exceed the limits established in this policy. If necessary, Department Heads may delegate the approval for such reimbursements to Assistant Department Heads. A detailed justification or explanation why the extra cost lodging cost was necessary to carry out official City business must be fully documented in the “Excess Lodging Reimbursement Justification” form. The form must be signed by the Department Head or Assistant Department Head and, together with supporting documentation, attached to the PES. These exceptions must be tracked by Department Travel Coordinators and reported to the Controller’s Office at the end of the calendar year.

D. Other Travel Expenses

- Fees for additional checked-in baggage may be allowed for special equipment or extended travel.
- Airport parking rate that exceeds the applicable airport lot rate by more than 25% may be allowed with justification approved by the Department Head.
- Full reimbursement for meals may be allowed for long travel days. The traveler must use one of the actual cost methods to receive full reimbursement up to the federal per diem limit or \$60 per day.
- Whenever possible, travelers with special meal requirements should contact conference host to obtain reasonable meal accommodation. Full reimbursement for meals may be allowed if the traveler is unable to consume conference-furnished meals due to medical reasons or religious beliefs. The traveler must use one of the actual cost methods to receive full reimbursement up to the federal per diem limit or \$60 per day.

- Laundry service when travel is for less than four consecutive nights may be authorized when traveling conditions or special circumstances dictate.
- Department Heads may authorize reimbursement of internet connection service if free internet connection service is not available to conduct City business.

E. Lodging and Meals and Incidental Expenses for travel under 50 miles

- Reimbursements for lodging and M&IE may be authorized by the Department Head when the travel destination does not meet the “50-mile” rule under one of the following conditions:
 - Conference/meeting starts before 8 a.m. or ends after 6 p.m.
 - Traveler cannot drive to the destination and public transportation is not available to arrive in time for or leave after conference/meeting.
 - Traveler is hosting the event (e.g., set up and pack up exhibit booth) and needs to arrive before 8 a.m. or cannot leave until after 6 p.m.

1.8.11 Interrupted and Indirect Travel

Where there is an interruption or deviation from the direct travel route, due to non-City related or unjustifiable reasons, the allowable travel expenses will not exceed those that would have been incurred for uninterrupted travel utilizing the usual route. A traveler who combines personal travel with City travel must identify and pay for the personal segment of the trip. The traveler must provide sufficient supporting documentation to prove the City-related portion of the travel costs to receive travel expense reimbursements. For example, the traveler must provide a quote from the air travel service provider showing the cost of the roundtrip ticket for the most economical and direct travel to/from the business destination for the dates of official City business. The quote will be used for comparison and reimbursement purposes.

A City employee who becomes sick or injured during travel should immediately seek competent medical attention. The traveler should notify his/her Department Personnel Officer regarding the injury at the earliest possible time.

1.8.12 Personal Expense Statement (PES) and Required Documentation

At the conclusion of the travel, the traveler must complete and submit Form Gen. 16, Personal Expense Statement (PES) for review and approval. The traveler must itemize all expenses claimed for reimbursement, note all exceptions to the City Travel Policy, and

attach receipts for lodging, transportation, and any other necessary supporting documentation required by this policy to substantiate the expenses. In addition, LAAC 4.242.7 requires receipts for any single item of expenditure in excess of \$25. For grant-funded and special-funded travel, it is the traveler's responsibility to comply with the grant/special fund requirements on receipts or supporting documentation. In addition, per LAAC 4.242.75, travelers (other than elected officials or staff traveling on behalf of elected officials) must attach a report that summarizes the nature and purpose of the travel, the significant information gained, and/or benefits accruing to the City.

The Department Head or Authorized Approver shall review the PES and supporting documentation, resolve any issues to ensure compliance with all City policies, and certify all expenses were incurred in pursuit of City business. Falsification of such certification shall be ground for disciplinary action and any available legal sanctions.

Departments must finalize the PES with supporting documentation and process in FMS within 30 days of the trip conclusion. Departments should maintain original receipts and documents for at least five years for record-keeping and audit purposes.

Submitted PES and supporting documentation become part of the City official travel records and the official property of the City. Travelers are advised to black out/redact any personal information contained in any submitted documents.

1.8.13 Foreign Currency

The PES must indicate values in US dollars (USD). Travel expenses in foreign currency must be converted to USD based on exchange rates effective on the date of the original receipt. The following are acceptable supporting documentation for the foreign currency conversion and must be attached to the PES:

- Credit card statement showing conversion of foreign-denominated expenses to USD
- Foreign exchange receipts from money exchanges or banks showing foreign conversion rates
- Verifiable foreign exchange rates from the internet

1.8.14 Travel Advances

When approving travel authorities, Department Heads may authorize travel advances to City employees only. Travel advances must comply with the following guidelines:

- Travel advances can be issued for up to 90% of the traveler’s total estimated out-of-pocket travel expenses, which includes lodging, meals and incidentals, and registration, seminar, and meeting fees paid by the traveler. Advances for airfare are not allowed as airline tickets can be purchased through the City’s authorized business travel service provider. No travel advance check will be issued for any amount under \$500.
- Travel advances must be approved by the Authorized Approver as part of the travel authority request package. If a traveler decides that they need a travel advance after the travel authority has already been approved, Departments may modify an existing travel authority to include the travel advance request.
- The travel authority must include the following information for a travel advance to be approved:
 - Travel authority number
 - Name of traveler
 - Travel period
 - Destination
 - Purpose of the trip and nature of the City business to be conducted
 - Cash advance request, with written justification and pre-approval by Department Head
 - Certification that the traveler has no outstanding travel advance
- Payment requests for travel advances must be submitted at least ten (10) business days, per LAAC 4.242.8, but not earlier than thirty (30) days, prior to travel.
- No travel advance will be provided to an employee with an outstanding travel advance
- Checks for approved travel advances will be available from the Controller Paymaster on a “Will-Call” basis one calendar week prior to travel.
- Travelers must return any unused travel advances by writing a check or money order payable to the City of Los Angeles. Refund checks, together with cash receipts (CR), should be forwarded immediately to the Office of Finance (OOF). Travelers should attach a copy of the CR with the OOF stamp (or other receipt verification) to the completed PES.
- Travel advances are considered delinquent if not settled within 30 days after the conclusion of the trip through the submission of a completed PES.

1.8.15 Travel Reimbursements Reported As Taxable Income

Departments must monitor and track the following types of reimbursements and report them to the Controller’s Office on an annual basis. These reimbursements will be reported to the IRS as taxable income on the traveler’s IRS Form W-2:

- Delinquent travel advances that have not been returned to the City within 120 calendar days after the last day of travel. For non-City employees, delinquent travel advances over 120 days will be reported through IRS Form 1099-MISC.
- Any unsubstantiated or unallowable travel expenses that were reimbursed to the employee, including expenses that exceeded the limits in this policy
- One-Day Travel Meal Reimbursements
- Expenses for travel assignments expected to last in excess of one year, or does in fact exceed one year (per IRS Publication 5137)

Upon review, the Controller’s Office may determine that some one-day travel meal reimbursements qualify for the de minimis exclusion for occasional meal reimbursements and opt not to report the reimbursement as taxable income.

1.8.16 Related Resources

Travel forms and additional information are available on the Controller website. Questions regarding “Will-Call” policies and procedures should be directed to the Controller Paymaster Section. Departments should refer to the FMS policy and procedure documents and training manuals for specific instructions on how to process travel encumbrance and payment requests:

Subject Area	FMS Guidance	
	Procedure	Training Manual
Travel Encumbrance	AP-301-5	FMS 303
Travel Expenditure	AP-401-5	FMS 304

Questions regarding cash receipts should be directed to Office of Finance. Questions regarding this Policy should be directed to the Controller’s Fiscal Oversight and Support Section.

City of Los Angeles
Department of Recreation and Parks



Figueroa Plaza
221 North Figueroa St., Suite 350
Los Angeles, CA 90012

REQUEST FOR
PROPOSALS
SERVICES TO DEVELOP
A PARK NEEDS ASSESSMENT

RFP Release Date:

August 2, 2024

Mandatory Pre-Proposal Meeting:

August 20, 2024

Submission Deadline:

October 8, 2024

**City of Los Angeles
Request for Proposals**

SERVICES TO DEVELOP A PARK NEEDS ASSESSMENT

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I. INTRODUCTION

The City of Los Angeles Department of Recreation and Parks (RAP) seeks comprehensive parks planning and community outreach consulting services for the development of a citywide Park Needs Assessment (PNA). RAP seeks to engage a qualified team capable of providing the full range of disciplines and needed for a PNA. The City of Los Angeles (City) intends to contract with one entity (hereinafter referred to as “Proposer”) that shall be responsible for administering the entire PNA and managing a team of subconsultants. The Proposer and their team shall be able to provide the services as described below.

The Proposer’s performance period shall not exceed twelve (12) months from the date of issuance of the Notice to Proceed (NTP) by the City for the final PNA. Interim milestone deliverables will be established in consultation with the City, with the goal of an eight (8) month timeframe to fully develop the draft PNA, and an additional four (4) months to develop the final PNA.

II. ORGANIZATION AND PROJECT BACKGROUND AND DESCRIPTION

The City spans 469 square miles across Southern California with a population of approximately four million people located in the heart of Los Angeles County. RAP presides over 16,000 acres of parkland throughout the City, offering recreational, social, and cultural programs. RAP manages and maintains parks, playgrounds, recreation centers, pools, monuments, museums, cultural venues, wilderness areas, beaches, child care centers, meal programs, youth sports programs and golf courses. Along with these facilities and park land, RAP’s assets also include substantial equipment, diverse and varied programs as well as capable and dedicated staff.

The previous PNAs (which included a Citywide Community Needs Assessment completed in 2009, a Los Angeles Countywide Comprehensive Parks & Recreation Needs Assessment completed in 2016, and a Los Angeles Countywide Comprehensive Parks & Recreation Needs Assessment Plus completed in 2022) all documented the needs of communities within the City at the time of their respective releases. In an effort to evaluate the present and future needs of Angelenos, the necessity to perform an updated citywide community needs assessment became apparent to RAP.

A successful PNA will evaluate the current park needs of the City and its residents, evaluate past park investment, growth and development over the last 25 years, model future City population growth and future park needs, and develop a decision-making framework to objectively inform how RAP should be prioritizing overall park investment, including capital improvement projects for the foreseeable future.

RAP desires that the proposed tasks set forth below in preparation of the final PNA report will build on the data gathered as part of the 2024 Park Condition Assessment (PCA). The PCA is currently in process and is anticipated to be complete by December 2024. The PCA, once complete, will include an assessment of the condition of all existing parks and major park assets and amenities within the City.

III. IMPORTANT DATES AND DEADLINES.

MANDATORY PRE-SUBMISSION MEETING:

RAP will conduct a mandatory pre-submission meeting for this RFP at the following date and time:

- **Mandatory Pre-Submission Meeting: August 20, 2024 at 9:30 a.m.**

Grace Simons Lodge
1025 Elysian Park Drive
Los Angeles, CA 90012

In order to submit a proposal in response to this RFP, interested vendors **must** attend this **in-person** pre-submission meeting, the purpose of which is to clarify the contents of this RFP and to discuss the needs and requirements of the proposal. We highly recommend that prospective Proposers read the complete RFP prior to the mandatory pre-submission meeting and begin preparation of their proposal (and any questions) in order to maximize the benefits of the meeting. Additionally, please familiarize yourself with parking in the area around the meeting location and allot sufficient time to arrive at the meeting in a timely manner.

To maximize the effectiveness of the mandatory pre-submission meeting, to the extent possible, Proposers should provide questions in writing prior to the mandatory pre-submission meeting. This will enable the Contract Coordinator to prepare responses in advance. Additional written questions after the mandatory pre-submission meeting may be accepted. All questions, without identifying the submitting individual, will be compiled with the appropriate answers and issued as an addendum to the RFP. To the extent possible, please have in attendance at the meeting the team member who will be the project manager responsible for any contract awarded should your firm's proposal be awarded.

Except for questions asked during the mandatory pre-submission meeting and non-mandatory technical review meeting, all questions must be in writing and submitted via email. Responses to questions will be posted to www.rampla.org along with this RFP. It is recommended that questions be submitted as soon as possible in order to provide sufficient time to post written responses prior

to the deadline to submit a proposal. Questions will be deemed late and may not be answered after September 26, 2024 at 3:00 p.m. When submitting questions, please specify the RFP section and subsection number, paragraph number, and page number, and quote the passage that prompted the question.

(See page 28 for contractor coordinator contact information)

NON-MANDATORY PRE-QUALIFICATION MEETING:

This non-mandatory meeting will be an opportunity for prospective Proposers who attended the mandatory pre-submission meeting to ask technical questions.

This non-mandatory technical review meeting will be conducted at 11:00 a.m. on September 10, 2024 via Zoom at the following link:

<https://us02web.zoom.us/j/9586218654>

Or telephonically at +1 (669) 900-6833

BUSINESS INCLUSION PROGRAM DUE DATE

Business Inclusion Program (BIP) Outreach is an essential requirement of this RFP and must be completed through RAMP **by 11:59 p.m. on September 24, 2024.**

DEADLINE AND DELIVERY INFORMATION:
RESPONSES MUST BE RECEIVED BOTH BY DROPBOX AND AS HARD COPIES

In order to be considered responsive to this RFP, Proposers must submit an electronic copy via Dropbox as well as a hard copy of the proposal. Both the electronic version and the hard copy must contain all documents required with the RFP.

DROPBOX SUBMISSION

Electronic Responses must be received **no later than 2:00 p.m. on October 8, 2024** and uploaded to the following link:

<https://www.dropbox.com/request/VuS91AsMLIsvJ051aiwO>

Please note that the maximum file size is 2 GB. Please indicate your company name in the title of the filename of your submission.

Hard Copy RFP Responses shall be submitted **no later than 3:00 p.m. on October 10, 2024**, as follows:

Six (6) originals of the RFP Response to be bound and delivered to:

**City of Los Angeles Department of Recreation and Parks
Office of the Board of Commissioners
Attention: Board Secretary
221 North Figueroa Street, 3rd Floor, Suite 300
Los Angeles, CA 90012**

The format for the RFP response must be bound copies on vertically oriented 8 ½" x 11" size sheets, with fold out sheets that are 11" x 17" permitted. The responses shall not exceed 40 pages of text (excluding the appendix). The Background and Experience Statement must be no more than eight (8) typed pages (single-spaced, 12-point font or similar) and must provide context on the professional background, experience in major projects, community outreach achievements, and other relevant project management skills.

RESPONSE OPENING:

Those wishing to observe the response opening may do so by joining the meeting using the following information on **October 8, 2024 at 2:00 p.m.:**

Please use this link to join the meeting:

<https://us02web.zoom.us/j/84110629294>

Or telephonically at +1 (669) 900-6833

Facsimile Responses or telegraphic modification of any RFP document will not be considered. Late submittals will not be accepted. Any other means of submission, other than as stated above, may deem the submission non-responsive.

IV. PURPOSE OF THIS REQUEST FOR PROPOSALS (RFP)

RAP is initiating a PNA to evaluate the present and future recreational needs of the residents within the City of Los Angeles. The assessment will heavily rely on community outreach, gathering feedback from residents across socioeconomic levels throughout the City through various outreach methods, including but not limited to stakeholder meetings, public workshops, focus groups, and surveys. Outreach organizers would need to take into consideration outreach methods that emphasize equity, inclusion, and ensuring that a diverse range of voices are heard over the course of the document's finalization.

A component of the PNA is the evaluation of the current park needs of the City and its residents. This would involve coordination with RAP in requesting that Angelenos provide their opinions regarding RAP's current level of service, areas of improvement, as well as a prioritization of amenities in terms of value to the respective communities making use of them.

In order to make accurate forecasts on future needs for parks and recreation services, a model of future population growth will need to be created based on the most current certifiable Citywide data available to be utilized. From this model, the PNA will perform region-specific scenarios to project if current RAP service levels would be sustainable for our growing population. An additional component would include the appraisal of past park investment, growth, and development over the last 25 years. This will help inform the PNA's Decision Making Framework, as well as any park planning efforts that may be undertaken in the future.

The expected outcome of the PNA would be to develop a Decision Making Framework to objectively inform how RAP should be prioritizing overall park investment, including future capital improvement projects, and to allocate RAP resources to meet the needs identified in the community outreach process that emphasizes inclusivity, accessibility, and transparency.

V. SCOPE OF SERVICES / DELIVERABLES

(Note: This section refers to the duties of the Proposer who will be selected for contract and refers to the Proposer as "Contractor" throughout this section.)

Contractor shall perform services and deliverables for the delivery of the PNA, as listed below as paragraphs (a.) through (o.) and further detailed in Tasks I through VIII below.

- a. Assemble a comprehensive team of expert professionals for the execution of a Park Needs Assessment (PNA) as described in this RFP.
- b. Coordinate all subconsultant services needed to complete the work and allow sufficient time to review and correct the work of subconsultants prior to submission of all deliverables. All meetings that Contractor is required to attend shall also include subconsultants as appropriate. Contractor shall include a proposed limit of staff for all meetings outlined in this RFP.
- c. Provide an experienced Project Manager who will oversee the consultant team on a day-to-day basis for the duration of the task, and who will coordinate closely with RAP's Project Manager. This coordination will include regular phone calls and email correspondence.

- d. Coordinate all work activities with the RAP Project Manager, which includes but is not limited to: coordination of all meetings; preparation of meeting materials and meeting minutes; organization of deliverables; identification of areas of concern; providing recommended solutions to such areas of concern that arise; providing sufficient consultant resources; management of subconsultants; following the RAP Project Manager's directions; providing feedback, and coordination of all other matters related to the development of the PNA and all components outlined here.
- e. Attend coordination meetings anticipated to be held once every two (2) weeks with RAP's Project Management team, and once every month with the Technical Advisory Committee (TAC) and separately with the Steering Committee (SC).
- f. Expert facilitation of the public meeting process.
- g. Coordinate and facilitate community meetings and engagement functions.
- h. Develop a public engagement program that may include but not be limited to public workshops, focus group meetings, surveys, and participatory exercises. Contractor shall also work with RAP to update and maintain a project website. Prepare project information sheets, proper public meeting notifications, and other informational public materials as required. Prepare public presentations, graphics and presentation materials for community meetings in collaboration with the RAP Project Manager.
- i. Management of the stakeholder and community information and input process, including public meetings, surveys, online communications, press releases, and the creation and maintenance of the project website.
- j. Formulation of and completion of appropriate technical studies, financial analysis, and visual and design studies and analyses required to support the PNA process and to support the conclusions that result from the work.
- k. Production of graphs, renderings, site plans, and other physical, visual and graphic material that can be used to explain the process and the conclusions to the public and to policy makers.
- l. Authorship of the PNA in draft and final form, with associated visuals and with a final, comprehensive list of reference documents and work products. A final visual PNA presentation must also be created and presented. The final PNA document should be print ready and formatted to be effectively posted on the project website.
- m. Submit monthly progress reports (actual work vs. planned work), in accordance with the work plan and schedule. Update the work plan and schedule as needed.

- n. Submit timely invoices, with updated Business Inclusion Program utilization profiles corresponding to each invoice.
- o. Provide all documentation in electronic format.

Contractor shall complete the following tasks and deliverables for the PNA in addition to the items listed above. Contractor shall work with RAP to schedule these Tasks, and it is anticipated that there will be overlaps to the Tasks in order to achieve a full PNA in twelve (12) months.

1. Task I: Project Initiation

- a. **Work Plan:** Contractor shall meet with City staff project team to develop and finalize a detailed work plan to complete the PNA, which at a minimum will describe the tasks to be performed, establish required meetings and presentations as well as clarify roles and responsibilities of both City staff and Contractor's team.
 - An assessment of recreation program services (i.e., recreation classes/activities) is not a part of the PNA. Rather, the PNA is an assessment of the **recreation assets** and making inferences on future needs based on the historical demands of RAP infrastructure.
- b. **Work Schedule:** Contractor shall develop and maintain a Microsoft Project work schedule of the PNA process that consists of:
 - tasks to be performed
 - durations
 - start and end dates
 - task relationships
 - all significant tasks such as workshops, reviews, preparation of a Draft PNA, completion of the Final PNA, etc. that shall be included in the work schedule.
- c. **Project Website:** Contractor shall develop and maintain a project website that provides information and updates about the project, a community engagement and feedback section, and opportunities to get involved with the project. Contractor is not expected to respond to community feedback received on the website. The project website will be accessed through RAP's website, and Contractor shall coordinate with RAP to establish this link. Contractor shall upload approved project-related public information to maintain a current website for visitors. Information must be presented, at a minimum, in English and Spanish that is both grammatically accurate and free from spelling errors.

- d. **Deliverables.** Contractor must provide the following as deliverables for Task I:
- A record of minutes for all meetings.
 - A work plan and project schedule.

2. Task II: Conduct and Coordinate Steering Committee Meetings:

- a. In coordination with City staff, Contractor shall conduct Steering Committee meetings. The Steering Committee will be tasked with providing expert guidance on the development of the Final Report and associated deliverables. The Steering Committee will also be responsible for providing input regarding the local/community boundaries to be used for the purposes of conducting community outreach, reviewing Draft and Final Reports, and the implementation of the PNA.
- b. The Steering Committee may be composed of representatives from the Council Offices, representatives from the Mayor's office, non-profit organizations and community groups involved in parks and recreation advocacy, advocates of youth-specific programming, environmental justice groups, park equity groups, and public health advocates. The Steering Committee is anticipated to meet a total of seven times over the course of the PNA's development.

3. Task III: Conduct and Coordinate Technical Advisory Committee (TAC) Meetings:

- a. In coordination with City staff, Contractor shall conduct Technical Advisory Committee meetings. The TAC will be tasked with providing expert guidance on the technical aspects of the PNA at key phases of the project.
- b. The TAC will be tasked with creating a model of the future City growth and demand of RAP maintenance and services within the City. The TAC will also be responsible for developing and recommending a decision-making framework for future RAP projects, funding, and investment. The decision-making framework would infer the future needs of new and existing parks and recreation assets based on the historical demands on RAP infrastructure and projected population trends per planning area.

- c. The TAC shall be composed of representatives from the State Parks office, professional city planners, GIS experts, and experienced academics. The TAC is anticipated to meet a total of three times prior to the completion of the PNA Draft Report.

4. Task IV: PCA Data Translated to PNA:

- a. Contractor shall coordinate with the TAC to develop a method, format, and set of best practices that allow the park inventory and assessment data gathered by RAP as part of the PCA to be accessible in a system/platform that is open and available to stakeholders and the general public.

5. Task V: Evaluation of Current and Future Park Needs:

- a. Contractor shall acquire, analyze, validate, and describe all existing information related to the capital funds and budget allocations to previous investments for park acreage expansion, addition of new park amenities, maintenance activities, and trends of recreational programming over the last 25 years.
- b. Contractor shall analyze the areas within the City that will see the largest population growth and decline. This would help support community outreach efforts by providing context on the projected future park needs of residents within the City.
- c. Contractor shall simulate outcomes across the City where population continues to increase but RAP service levels (including maintenance and programming) remain the same to determine the sustainability of existing resource distribution.
- d. Contractor shall provide cost estimates for park acreage expansion, addition of new park amenities, maintenance activities, and recreational programming necessary to meet future needs
- e. **Contractor must provide the following as deliverables for Task V:**
 - A summary of meeting notes. Rollup of digital survey, and analysis of information received.
 - A draft and final versions of Research and Analysis findings.
 - Submit monthly progress reports (actual work vs. planned work), in accordance with the work plan and schedule. Update the work plan and schedule as needed.

6. Task VI: Community Outreach and Public Participation

- a. **Phase 1:** The first phase of community outreach shall focus on an assessment of the public's general understanding of RAP's role within the City and obtaining general feedback

regarding RAP's overall performance as perceived by the community. Contractor shall prepare and conduct a community input process that will allow for maximum public participation through a variety of strategies, including but not limited to: stakeholder meetings; public workshops; focus groups; surveys; and social media posts at major milestones and as required throughout the master planning process to gain stakeholder and community insight and opinions at critical stages. Phase 1 of community outreach is scheduled to span from February 2025 to April 2025. An estimated minimum of 16 meetings would be held. Meetings would take place in various geographic areas within the City and would be for a maximum of three (3) hours duration per meeting exclusive of set-up and break-down.

- b. **Phase 2**: The second phase of community outreach shall focus on the public's priorities in regards to existing park amenities. Extensive surveying would be conducted to determine the needs of the participating public and to distinguish the specific user groups for the variety of park amenities. Participants would have an opportunity to qualitatively describe and rank existing park amenities in order of importance in order to gauge the priorities based on user groups. Contractor shall prepare and conduct a community input process that will allow for maximum public participation through a variety of strategies, including but not limited to: stakeholder meetings; public workshops; focus groups; surveys; and social media posts at major milestones and as required throughout the planning process to gain stakeholder and community insight and opinions on the work completed to date and to adjust priorities. Phase 2 of community outreach is scheduled to span from April 2025 to August 2025. An estimated minimum of 40 meetings would be held. Meetings would take place in various geographic areas within the City and would be for a maximum of two (2) hours duration per meeting exclusive of set-up and break-down. These meetings may include, but not be limited to, stakeholder meetings, public workshops, focus groups, and surveys.
- c. **Phase 3**: The third phase of community outreach shall focus on sharing preliminary results and analysis with the public as a part of the review and finalization of the PNA documents. Contractor shall prepare and conduct a community input process that will allow for the maximum public participation through a variety of strategies, including but not limited to: stakeholder meetings; public workshops; focus groups; surveys; and social media posts at major milestones and as required throughout the planning process to gain stakeholder and community insight and opinions on the design work completed to date and to adjust priorities. Phase 3 of community outreach is scheduled to span from August 2025 to December 2025. An estimated minimum of 16 meetings would be held. Meetings would take place in various geographic areas within the City with a maximum of three (3) hours duration per meeting exclusive of set-up and break-down.

- d. **Translation**: Contractor shall translate key public information documents into Spanish, with the option of an additional three (3) languages for translation of key documents. Contractor shall also provide Spanish language interpreters for each large and small community meeting, with the option of adding interpreters for three (3) other languages.
- e. **Surveys**: Contractor shall solicit community input using web surveys and paper surveys that will pose questions regarding the public perception of RAP, the quality of services being provided, and input regarding amenities that are currently available in RAP parks. These surveys must be structured to be statistically representative and inclusive and must be in English, Spanish, and an additional three (3) languages.
- f. **Community Outreach and Public Participation Goals**: The community outreach process should seek to achieve the following:
- Educate the public about the role RAP plays within the City of Los Angeles.
 - Contractor outreach shall be structured to solicit input from a diverse audience from a diverse cross-section of the City, including individuals who may not be able to attend meetings. Contractor shall propose diverse ways to outreach using social media, surveys, and other means.
 - Provide opportunities for communities across the City to provide feedback on the PNA process, including progress updates on the TAC, Steering Committee, and RAP components of the Draft's development.
 - Plan for hybrid public meetings – entirely online or, alternatively, both online and in-person as required based on any prevailing health restrictions, community preference, or other unforeseen requirements..
- g. **Technical Advisory Committee Meetings**: Contractor shall coordinate and present at up to three (3) TAC meetings. The TAC shall be composed of representatives from the State Parks office, professional city planners, GIS experts, and experienced academics.
- h. **Deliverables**. Contractor must provide the following as deliverables for Task VI:
- A work plan detailing the community outreach strategy and timeline.
 - All presentation, written, graphic and social media materials.
 - A detailed written summary of community and public input and survey results and all other records (i.e. sign-in sheets, meetings, notes and/or video recordings).
7. **Task VII: Draft Report and Presentation**
- a. Based on research and analysis findings, technical advisory input, and community outreach, Contractor shall compile all research and community outreach data into a comprehensive

Draft PNA report and develop a presentation (using PowerPoint or comparable presentation software). The draft report and presentation will include tables, graphs, illustrations, concept designs, pictures, financial projections and analysis, and other information to illustrate Contractor's recommendations.

- b. Once the draft report and presentation are completed, Contractor shall present the draft report and presentation to City staff and incorporate proposed revisions based on City staff input. Once the draft report and presentation have been revised, Contractor shall develop a final report and presentation.
- c. **Deliverables.** Contractor must provide the following as deliverables for Task VII:
 - Six (6) hard bound copies, one (1) electronic, print ready copy of the PNA in Portable Document Format (PDF), and a web version of the PNA, including diagrams; photographs; research and analysis findings; summary of strategies utilized and comments obtained during the Community Outreach and Public Participation process; descriptions of all PNA features; a proposed decision-making framework; and recommendations that guide the future of RAP.
 - Three (3) presentations by Contractor of the Draft PNA to the combined City entities with representatives from other agencies involved in the project.
 - Presentation by Contractor of the Draft PNA to the public in two separate forums.
 - All written, graphic and digital materials needed to conduct presentations of the Draft PNA.
 - Any other written, graphic or digital materials needed to explain the Draft PNA.

8. Task VIII: Final PNA Document and Collateral Materials

Based upon comments and feedback on the Draft PNA, Contractor shall develop the Final PNA document and collateral materials, which must at minimum include the information noted below.

- a. A written, print-ready and web-ready report that addresses all objectives outlined in this RFP and objectives identified during the PNA process. Appropriate diagrams and graphics must be included to adequately represent the final PNA, the underlying analytic work, and the decision-making framework.
- b. **Deliverables.** Contractor must provide the following as deliverables for Task VIII:
 - Six (6) hard bound copies, one (1) electronic, print-ready copy in Portable Document Format (PDF) and a web-ready version of the Final PNA Report, including diagrams; photographs; research and analysis findings; summary of strategies utilized and comments obtained during the Community Outreach and Public Participation processes; descriptions of all PNA features; and recommendations for RAP.

- Color renderings and diagrams of the final PNA for in-person presentation purposes or displays in a large, hard copy and digital format, that can be printed on multiple sheets lined up in sequence mounted to boards.
- Digital presentation materials to be used for the City’s formal review committees, various City boards, appropriate City policy committees, Council Offices, Mayor’s Office, and other groups as required.
- Presentation by the Contractor of the Final PNA to the Mayor’s Office, City Council, and the Board of Recreation and Park Commissioners.
- Presentation by the Contractor of the Final PNA to the public in two separate forums.
- Any other written, graphic and digital materials needed to conduct presentations.

VI. REQUEST FOR PROPOSAL RESPONSE REQUIREMENTS

Proposers shall submit each of the Proposal Submittal Items listed below. Failure to submit any of the specified items may result in the proposal being declared non-responsive.

If selected as the winning proposal, the Proposer must be willing and able to commit to the proposal. The contents of a Proposer’s proposal, this RFP document, and the Standard Provisions for City Contracts (Rev. 6/24 [V.1]) (Attachment 6) will be incorporated as part of the provisions of the contract and will be deemed a binding commitment. A Pro Forma Contract is attached as an example (Attachment 9) to allow Proposers to familiarize themselves with the form that the final contract with RAP will likely take. Proposers are encouraged to submit a practical and sustainable proposal.

NOTE: Submission of a proposal in response to this RFP constitutes permission for RAP to contact any identified previous clients to request information on the performance of the Proposer.

The RFP Response shall be submitted through the methods outlined in **Section III IMPORTANT DATES AND DEADLINES** above and shall include the following documents and information organized as noted below:

Section 1	Cover Letter: One-page general statement providing team composition and qualifications, along with name, address, email, and telephone number for the Proposer’s single point-of-contact.
Section 2	Project Understanding: Explain your team’s overall approach to the work. The City will focus on: (i) the Proposer’s demonstrated understanding of the task and the challenges, and (ii) creative and innovative suggestions for an inclusive process of community

	engagement and development of PNA based on the City's stated goals.
Section 3	<p>Related Experience: Describe three (3) similar projects that key members of your team have recently completed (within the last five years) where the team members were personally involved, and how these relate to the PNA. These projects will be used to determine the suitability of the Proposer as references for award and must be free of bias. Work performed by a current employee while employed at another company cannot be imputed. Include the project name; a brief project description including explanatory visuals; the project location; the scope of work completed on the referenced project by the team member(s) who worked on the referenced project and who is (are) proposed for to provide services per this RFP; the total project consulting fee and if applicable, total project construction cost; the year or years of completion of the project elements (conceptual design, design and construction); and client references with name, phone number, and email address for an individual or individuals who personally worked with the team member on the referenced project. Please note that these references must not have been employed by the Proposer in any regard throughout the duration of the referenced project.</p>
Section 4	<p>Project Team, Project Schedule and Fee Proposal: Provide a project team organization chart and describe background, roles and responsibilities of key team members. Provide information on MBE/WBE/SBE/EBE/DVBE/OBE subconsultant involvement. Resumes of those who will work on the project should be included in the Appendix.</p> <p>Provide a detailed scope of work and an associated schedule which expands and develops the scope of work described in this RFP. The schedule should indicate the Proposer's approach to completing the PNA as efficiently as possible, including identifying milestones. Indicate how the Proposer proposes to complete the PNA in 12 months.</p>

	Provide a Detailed Fee Proposal in the format the City has requested (Attachment 4). The total fee cannot exceed the Not to Exceed amount noted above. Reimbursable expenses shall include costs for travel, printing, and reproduction, and fixed cost will be pre-printed indicated within the Fee Proposal.
Appendix	Team member resumes for each member of the Proposer team
Completed Compliance Packet	As part of your proposal, all Proposers must review, complete, sign, and submit the required compliance documents listed in Attachment 7 that contain information, related forms, and instructions. Compliance documents include forms ensuring that the selected Proposer is fully aware of, and committed to comply with, specific City policies and requirements. If you do not complete and submit the required compliance documents, your proposal will be deemed non-responsive and will not be scored. NOTE: Previous compliance document submittals for other prior or current City contracts and/or waivers do not apply. The appropriate forms must be completed and processed as part of this application. RAP reserves the right to request additional information and/or clarification regarding submitted compliance documents during the evaluation process.

NOTE: Only responses from Proposers that possess relevant experience working in the field outlined herein providing the services of the type described in **Section V SCOPE OF SERVICES** above will be considered for this RFP. Work must have been completed by the Proposer and may not be imputed by work performed by a current employee of the Proposer that was not completed while employed by the Proposer.

SERVICES AND FEE PROPOSALS:

The Proposers shall submit the fee proposal for each of the project phases noted under **Section V SCOPE OF SERVICES** above and itemize fees accordingly, in the “Cost Fee Proposal” included in Attachment 4.

At a minimum, the Proposer and their team shall be able to provide the following services as part of the prime Proposer’s staff or using specialty subconsultants, with the anticipation that an individual team member can fulfill multiple disciplinary services.

Proposer fee quotations shall include, but not be limited to, the disciplines noted below:

1. Experienced Project Management
2. Open Space Master Planning
3. Urban Planning
4. Landscape Architecture
5. Active and Passive Recreation Facility Planning and Design
6. Expert Meeting Facilitation
7. Community Engagement and Public Relations
8. Written and Spoken Language Translation from English to Spanish and Access to Translation for Three (3) Other Languages as An Optional Task
9. Familiarity with City of Los Angeles Neighborhood Councils, Community Groups and Interested Non-Profit Organizations
10. Project Web Site Development and Maintenance (within the duration of the project)
11. Familiarity with Financial Analysis and Spending Trends
12. Expertise in assembling a comprehensive Master Plan document and all supporting materials.

This RFP is not an authorization to start work. A Notice to Proceed (NTP) will be issued to authorize the start of work when the Proposer has been selected and their fee proposal has been accepted.

The requested fee proposal shall be prepared in accordance with the terms and conditions of your executed contract.

The Proposer shall submit the names and resumes of their proposed subconsultants including the Business Inclusion Program's Schedule B Task Work Order List of Subconsultants (Attachment 5).

The fee proposal shall outline the costs per phase for each design service and each discipline, as well as an estimated cost for reimbursable expenses (Attachment 4).

The Proposer shall be required to submit the required invoices for the project per the terms set forth in the Pro Forma Contract.

DOCUMENT CHECK:

Please check the contents of the RFP package carefully to ensure you have all necessary documents as referenced within the RFP, including any addenda. If you are missing any items, you should make a written request to the Contract Coordinator identified above.

The complete RFP package and all forms and information are available at the opportunity page for this opportunity at Regional Alliance Marketplace for Procurement (RAMP): <https://www.rampla.org/s/>.

Should you find a discrepancy in or omissions from said documents, or have questions as to their meaning, notify the Contract Coordinator at the above address in writing no later than the deadline date for receiving proposals. The City of Los Angeles will not be bound by any oral statements or representations.

VII. EVALUATION, SELECTION, AND AWARD OF WORK

RAP will evaluate the responses received through a two level review process using the evaluation criteria identified herein and make recommendations to the Board of Recreation and Park Commissioners (Board) regarding the selected Proposer with whom to enter into a contract for the provision of services. The award of the contract will be based on the completeness of the proposal and the Proposer's qualifications. The process for that determination is described below. As part of the evaluation process, RAP reserves the right to request additional information to clarify and verify information submitted in response to this RFP. If a Proposer knowingly and willfully submits false information or data, RAP reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, RAP reserves the right to terminate the Agreement.

The evaluation of proposals will consist of two levels. Each Proposer must pass Level I in order to advance to Level II. All proposals meeting the requirements of this RFP shall be reviewed and rated by a selection panel according to the criteria and manner described below.

1. Level I Evaluation – Compliance with RFP Submission Requirements:

RAP will conduct a preliminary evaluation of all proposals submitted by the deadline to determine compliance with basic requirements and document submissions. RAP will also check references provided by Proposers at this Level. To be found responsive to the RFP under Level I evaluation, proposals must include all documents listed in **Section IV** above.

Those Proposers found responsive to the RFP as defined above shall proceed to Level II. Those who are not responsive will not proceed to Level II and will not be eligible for award of the contract.

2. Level II Evaluation – Evaluation and Scoring Criteria of Proposal Items:

For the purposes of Level II evaluation, proposals will be evaluated, ranked, and scored based on the criteria below.

For those Proposers that complete the Level I review, RAP will conduct a pre-award interview and/or telephone conference call with Proposers. Proposers should include the future project manager and relevant staff who will be performing the services of the PNA in the pre-award interview. RAP staff will numerically score the proposals based on the criteria noted below.

	Evaluation Criteria	
A	Demonstrated expertise and experience of the team members on similar PNAs or related planning projects.	15
B	Demonstrated expertise in financial analysis and identifying spending trends.	25
C	Demonstrated experience regarding the analysis of governmental structure and departmental operations.	25
D	Qualifications and abilities of the Project Manager.	10
E	Qualifications of the individual(s) identified as the lead for public meeting facilitation.	10
F	Project schedule and value to the City of the proposal.	10
G	Work plan approach as described in the proposal.	5
	RFP Total Score Earned	100
H	Local Business Preference Program Bonus	Up to 12 additional points
	Post-LBPP Total	112 Possible

Total Score

The selection panel will recommend the Proposer with the highest score from the Level II evaluation (which may result in a maximum total of 100 points) plus any bonus points awarded from any application of the Local Business Preference Program. The LBPP bonus points shall not exceed twelve points.

Responsive proposals (Level I) to this RFP will be scored in each of the criteria above and ranked according to scores achieved (Level II). The City selection panel described above will conduct a comprehensive evaluation of the proposals. The City reserves the right to conduct such investigations as the City considers appropriate with respect to the qualifications of each responsive Proposer and any information contained in its proposal.

All proposals will be evaluated solely on the basis of the criteria listed above and will serve as a basis to formulate the RAP General Manager's recommendation, setting forth the reasons for recommendation in a Board Report. RAP shall notify all Proposers of the recommendation. The RAP Board will consider the General Manager's recommendation during a public Board meeting and may accept or reject the General Manager's recommendation in making its decision as to the selection, if any, stating publicly the reasons for their actions.

RAP CONTRACT AWARD:

If the Board accepts the General Manager's recommendation, its action will be for a contract award. RAP shall then proceed to execute a specific contract for the work with the selected Proposer, who shall now be referred to as the CONTRACTOR.

PROTEST PROCEDURES:

The purpose of these procedures is to provide a method for resolving, prior to award, protests regarding the award of contracts by the City, by and through its Board. These procedures are for the benefit of the City and are not intended to establish an administrative requirement that must be exhausted by the protesting Proposer prior to pursuing any legal remedy which may be available. For this reason, no Proposer shall have any right to due process, should the City fail to follow these procedures for any reason within its discretion. However, failure by a Proposer to follow the protest procedures as discussed below will create the presumption that any subsequent legal action in a court of competent jurisdiction is of no merit. These procedures will enable the Board to ascertain all of the facts necessary to make an informed decision regarding the award of the contract.

Should a Proposer object on any ground to any provision or legal requirement set forth in the RFP, or any addendum to the RFP, the Proposer must, not more than ten (10) calendar days after the RFP or addendum is issued, provide written notice to RAP, setting forth with specificity the grounds for the objection. The failure of a Proposer to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.

It is the policy of the Board that:

1. Officially signed and dated protests must be received not more than ten (10) calendar days after being notified by RAP in response to this RFP.

2. Protests are transmitted via email to:

Board of Recreation and Park Commissioners
Attention: Board Secretary
rap.commissioners@lacity.org

3. If filing a protest against another Proposer, the Board will only consider such protests if it appears that either Proposer may have a substantial and reasonable prospect of receiving an award if the protest is denied or sustained.
4. Protests from agencies concerned with contract compliance matters may be considered by the Board beyond the protest period. These protests will receive due consideration if the agency submits the protest in a timely period and such protest affects a Proposer who appears to have a substantial and reasonable prospect of receiving an award if the protest is denied or accepted.
5. Protests meeting the above criteria will be evaluated by staff and any recommended actions will be presented in a written report to the Board. Protesting parties and firms protested against will be notified of the time and date that the written report will be discussed in a public session of the Board. Protesting parties and firms protested against will be given the opportunity to present their arguments at the public session.

Prime Contractors are requested to advise their potential Subcontractors of this protest period policy. In addition, protests against a Prime Contractor by a Subcontractor with a direct financial interest that may be adversely affected by the determination of the protest may be considered by the Board beyond the protest period.

CITY’S RIGHT TO REJECT PROPOSALS AND TO WAIVE INFORMALITIES:

Notwithstanding any other provisions of this RFP, the City reserves the right to withdraw this RFP at any time without prior notice. The City also reserves the right to reject any and all proposals submitted or to waive any minor administrative irregularities contained in any proposal, when to do so would be in the best interest of the City and pursuant to Los Angeles City Charter Section 371(c): “The City shall reserve the right to reject any and all bids or proposals and to waive any informality in the bid or proposal when to do so would be to the advantage of the City.”

NATURE OF THIS RFP PROCESS:

RAP staff will recommend that the Board, in its capacity as the contract awarding authority for RAP, find, pursuant to Charter Section 371(e)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which Proposer can best provide the services required by RAP for the services sought under this RFP. To select the best Proposer for these services, RAP staff will recommend that the Board find it is necessary to utilize a standard request for proposals process and to evaluate proposals received based upon the criteria included in this RFP and that the narrower and more specialized competitive sealed proposal process authorized but not required by Charter Section 371(b), would not meet RAP needs.

Proposal Process Overview. A successful City of Los Angeles RFP process starts with the release of the RFP by a City agency (in this case, RAP) and ends with a signed contract. Along the way, there are milestones associated with proposal preparation, proposal evaluation, contract award, and contract execution. Some key steps in that process are described below in greater detail.

ESTIMATED PROJECT SCHEDULE:

<u>Milestones (Per Section/Phase)</u>	<u>Durations</u>
● RAP Issues RFP on RAMP	08/02/2024
● Mandatory Pre-Submission Meeting	08/20/2024
● Non-Mandatory Online Technical Review Meeting	09/10/2024
● Last Day to receive Questions Regarding the Proposal	09/26/2024
● Electronic Proposals Due	10/08/2024
● Hard-copy Proposals Due	10/10/2024
● Qualifying Candidates Notified of Interview	10/22/2024
● Interviews	10/28/2024 to 11/08/2024

- Proposer Selection and Negotiation 11/09/2024 to 11/22/2024
- RAP Board Approval/Award 12/05/2024
- Vendor Signing and Returning Contract before 12/15/2024
- Contract Execution 01/05/2025
- Issuance of NTP 01/10/2025
- Completion of Draft PNA 09/12/2025
- Completion of Final Adopted PNA 01/15/2026

VIII. CONTRACTUAL RESPONSIBILITIES & COMPENSATION

If awarded a contract, the selected Proposer (referred to as the “CONTRACTOR” upon selection) will be obligated to perform the responsibilities as described in:

- This Request for Proposals (RFP) document.
- The Proposer’s submitted proposal in response to this RFP.
- The Pro Forma Contract (Attachment 9). Please note the Pro Forma Contract may be modified at RAP’s discretion to include general and specific contractual and operating responsibilities based on the submitted proposal accepted by the City.
- The Standard Provisions for City Contracts (Rev. 6/24 [V.1]) (Attachment 6).
- Compliance documents (Attachment 7) signed by the Proposer.
- Insurance Requirements as stated on Form 146 (Attachment 8).

COMPENSATION SCHEDULE AND PAYMENT MILESTONES:

The CONTRACTOR shall be compensated based on the satisfactory completion of each of the project milestones indicated below. A final payment schedule will be issued to the selected CONTRACTOR based on the final approved fee proposal.

CONTRACTOR Payment Schedule:

1. 25% completion of PNA Work Products
2. 50% completion of PNA Work Products
3. 75% completion of PNA Work Products
4. 100% completion of PNA Work Products

BUSINESS INCLUSION PROGRAM (MBE, WBE, SBE, EBE, DVBE, OBE) REQUIREMENTS:

It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) an equal

opportunity to participate in the performance of City contracts as subconsultants. To maximize this participation, the City implemented the Business Inclusion Program (BIP).

The BIP requires City departments to set anticipated participation levels based on the opportunities presented in their advertised RFP, and each Proposer shall assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBE, WBE, SBE, EBE, DVBE, and OBE have an equal opportunity to compete for and participate in City contracts.

The anticipated participation levels for this project for subconsultants are **18%** percent MBE, **4%** percent WBE, **25%** percent SBE, **8%** percent EBE and **3%** percent DVBE. Only firms certified with certifying agencies acceptable to the City will be recognized and counted toward the pledged participation levels. Note that it is the City policy that a firm can be counted in all eligible certification categories, except a firm can only be counted as either MBE or WBE, but not both.

As the prime Proposers responding to this RFP have established Schedule A's in their contracts, in the event that the Proposer is including in the proposal new subconsultants not previously listed on the Schedule A of their contract, the Proposer shall first conduct outreach in accordance with the contract's PSC-37 – Business Inclusion Program.

Prior to the final negotiation of this RFP, the selected Proposer shall be asked to submit documentation supporting outreach efforts undertaken to potential subconsultants and evaluation of selected subconsultants, for all proposed subconsultants for the project not previously listed in the established Schedule A of the Proposer's contract.

LOCAL BUSINESS PREFERENCE PROGRAM ORDINANCE:

Proposers are advised that any proposal submitted and contract awarded from this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.25, Local Business Preference Program (LBPP) Ordinance. The City is committed to maximizing opportunities for local businesses, as well as encouraging local businesses to locate and operate in Los Angeles County. The LBPP Ordinance allows RAP to apply additional points to the Proposal's final score under certain conditions.

If applicable, Proposers may choose to complete and upload the LBPP Application/Renewal Form available on the RAMP at www.RAMPLA.org before the Proposal Submission Deadline. The City may request supporting documentation to verify qualification for designation as a Local Business. Only those Proposers who apply and qualify for a Local Business designation (or otherwise qualify by using a qualified Local Subcontractor) by the RFP due date will be eligible for additional points that can be awarded under the ordinance.

Proposers seeking additional information regarding the requirements of the Local Business Preference Program Ordinance may visit the Bureau of Contract Administration's website at <http://bca.lacity.org>.

INSURANCE REQUIREMENTS:

Insurance policies must be current and on file with the Office of the City Administrative Officer (CAO) Risk Management when the contract is awarded and executed to the selected CONTRACTOR. Work cannot commence or continue if the proper proof of insurance forms are not on file with the CAO. Also, invoices will not be paid if the proper proofs of insurance forms are not on file with the CAO.

TAXES:

CONTRACTOR shall cooperate with the City, State, and Federal Government in all matters relating to taxation and the collection and or payment thereof.

OFFICE OF CONTRACT COMPLIANCE FORMS:

The following documents must be submitted to the Department of Public Works Bureau of Contract Administration's Office of Contract Compliance (OCC) at the address listed in this section:

1. The "Ethnic Composition of Work Force Report" shall be submitted monthly for all time worked on the project.
2. Certified payrolls of the Prime Contractor and all Subcontractors performing work on the project shall be submitted upon OCC's request, regardless of the dollar amount or type of contract. The forms will be supplied to the successful Bidder. The period covered shall be from the time work commences until all project work is completed. Failure to submit certified payrolls within the required time frame may result in the withholding of progress or retention payments to the Prime Contractor.

Upon RAP's request, certified payrolls shall be submitted to the RAP address listed on the cover page of this RFP.

The above forms shall be submitted to:

**Department of Public Works
Bureau of Contract Administration
Office of Contract Compliance
1149 South Broadway, Suite 300
Los Angeles, CA 90015**

The Office of Contract Compliance may be reached at (213) 847-1922.

SIGNATORIES AND SIGNATURE BLOCKS:

Proposers must provide a sample signature block that includes the proper signatories and signatures as outlined below. Failure to provide the required signatories/signature(s) for contract documents with bid may render the Response non-responsive):

If the Proposer is:

An Individual (Individual DBA [Name of Company] Etc.): Individual must sign, using full name.

A Partnership: One (1) general partner must sign.

A Joint Venture: All parties to the Joint Venture must sign.

A non-LLC Corporation: The following signatories must sign and the corporate seal must be attached to such signatures:

- Two (2) signatures: One (1) President or Chief Executive Officer and one (1) by Secretary, Assistant Secretary, Chief Financial Officer or an Assistant Treasurer. OR
- One (1) signature by a Corporate-Designated Individual together with the properly attested resolution of the Board of Directors authorizing the person to sign on behalf of the corporation. An authorized agent may sign for a corporation provided the City is furnished a certified copy of the Board of Directors Resolution authorizing such person to execute the documents on behalf of the corporation. Minutes of the Board of Directors authorizing such person to execute the documents on behalf of the corporation. This certified copy must be certified by the Secretary or Assistant Secretary of the Corporation and the signature of the Secretary or Assistant Secretary must be affirmed by a notary jurat.

CONTRACT COORDINATOR:

Please direct all comments and questions regarding this RFP to the Contract Coordinator. All contact regarding this RFP or any matter relating thereto must be in writing and may be e-mailed as follows: rap-contracts@lacity.org

This will ensure the passage can be quickly found in the RFP. RAP reserves the right to group similar questions when providing answers.

If City requirements or the specifications prevent Proposers from submitting a proposal that would be beneficial to the City, please address the concern to the Contract Coordinator.

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage Proposers or, due to unclear instructions, may result in RAP not receiving the best possible responses from Proposers.

DISCLAIMER:

RAP may or may not decide to award any or part of this Request for Proposals in one or multiple NTPs based on its sole convenience and shall not be responsible for any solicitation response costs. All costs of proposal preparation shall be borne by the Proposer. The City shall not, in any event, be liable for any expenses incurred by the Proposer in the preparation and/or submission of the proposal. All Proposers who respond to solicitations do so solely at their own expense.

Furthermore, the schedule of any or part of this Request for Proposals is dependent on the availability of funding and can be postponed at any time.

RAP reserves the right to award none, some or all parts of the proposal to the selected Proposer, as well as reserves the right to reject any and all proposals.

Furthermore, RAP reserves the right to issue additional RFPs, if necessary, to complete parts of the scope of work, and work that may logically follow the work of this RFP.

CONSTITUTIONAL AND OTHER LIMITS ON CONTRACTOR'S RIGHT TO EXCLUSIVITY:

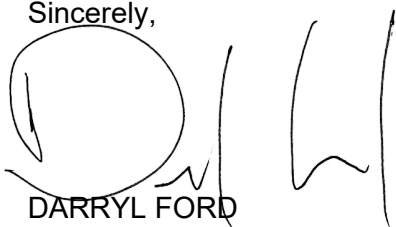
Notwithstanding exclusivity granted to the CONTRACTOR by the terms of the awarded Contract, the City in its discretion may require CONTRACTOR, without any reduction in cost recovery reimbursement fees or other valuable consideration to CONTRACTOR, to accommodate the rights of persons to access and engage in expressive activities, as guaranteed by the First Amendment

to the United States Constitution, the California Constitution, and other laws, as these laws are interpreted by the City. Expressive activities include, but are not limited to, protesting, picketing, proselytizing, soliciting, begging, and vending of certain expressive, message-bearing items.

PUBLIC RECORDS ACT:

All proposals submitted in response to this RFP shall become the property of the City of Los Angeles and will be a matter of public record, subject to the State of California Public Records Act (California Code Sections 6250 et seq.). Proposers must identify in writing all copyrighted material, trade secrets, or other proprietary information that the Proposers' claim are exempt from disclosure under the California Public Records Act (CPRA). Any Proposer claiming such exemption must identify the specific provision of the CPRA that provides an exemption from disclosure for each item that the Proposer claims is not subject to disclosure under the CPRA. Please note that the wholesale use of headers/footers bearing designations such as "confidential," "proprietary," or "trade secret" on all or nearly all of a proposal is not acceptable and may be deemed by the City as a waiver of any exemption claim. The identification of exempt information must be more specific. In addition to the requested proposal copies listed in Section C.I., all Proposers must supply one complete duplicate copy of its proposal, in Portable Document Format (PDF), with those specific items claimed as exempt clearly marked (redacted). This copy must identify what specific information (if any) in their proposal that they claim, in good faith, is exempt from disclosure under the CPRA. Any Proposer claiming such exemption must also state in the proposal the following: "The Proposer agrees to indemnify the City and its officers, employees, and agents and hold them harmless from any claim or liability and will defend any action brought against the City for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any person making a request therefor."

Sincerely,

A handwritten signature in black ink, appearing to read 'Darryl Ford'. The signature is stylized with a large circular loop on the left and several vertical strokes on the right.

DARRYL FORD

Superintendent of Planning, Construction and Maintenance
City of Los Angeles, Department of Recreation and Parks

JK/DF:ln

IX. LIST OF ATTACHMENTS

1. 2009 Citywide Community Needs Assessment.
2. 2018 Park Condition Assessment Report.
3. 2018-2022 RAP Strategic Plan.
4. Proposer Cost Fee Proposal Spreadsheet, RAP, 2024.
5. Schedule B, RAP, 2024.
6. Standard Provisions for City Contracts (Rev. 6/24 [V.1]).
7. Compliance Documents Packet.
8. Form 146 Insurance Requirements.
9. Pro Forma Contract.
10. Insurance Instructions.