

CONTRACT  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
(CONTRACTOR)

**CONTRACTOR Name**

TO PROVIDE AND FUND THE PREPARATION OF  
A MASTER PLAN FOR ELYSIAN PARK

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"), (CONTRACTOR list) 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 park master planning and California Environmental Quality Act (CEQA) related services for the DEPARTMENT; and

WHEREAS, DEPARTMENT was awarded funds for the preparation of a master plan; and

WHEREAS, the CITY under this Contract exclusively to pay for the park master plan and CEQA services 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 park master plan whether produced by CONTRACTOR pursuant to this Contract or by any other agency or entity involved in review of the master plan; 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 – (INSERT CONTRACTOR NAME), a California corporation, having its principal office located at (CONTRACTOR OFFICE LOCATION).

### 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 copies 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:

Name  
Title  
Address  
Email  
Telephone Number:

With a copy to:

Name, Title  
Address

Email  
Telephone Number:  
Fax Number:

### 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 master plan process and for the expeditious review of documents submitted during the master plan 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 Master Plan for South Griffith Park. CONTRACTOR will provide, for the DEPARTMENT's sole and independent consideration, the master plan 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 master plan 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 master plan.

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, attached hereto and incorporated herein as Appendix C, which includes the key milestones in the master plan 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 \$\_\_\_\_\_ to pay for costs related to master plan services and to coordinate the preparation of the master plan, 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 \$\_\_\_\_\_. Payments from CITY to CONTRACTOR, according to Appendix D – Budget Template, only will be provided to CONTRACTOR after CITY has determined, in its sole and independent discretion that the master plan 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 D – Budget Template). Invoices related to the tasks performed for this Contract should be emailed to [@laCITY.org](mailto:@laCITY.org).

6.3.2 CONTRACTOR shall invoice CITY within sixty (60) days of completion of each milestone provided in Appendix C – Performance Milestones 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 name). Evidence that documents the task has been completed, in the form of transmittal correspondence for completed master plan 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.

## **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 F 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 E, 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 3.1 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. 1/25 [v.2]), 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. 1/25 [v.2])

Appendix B: Scope of Work

Appendix C: Performance Milestones

Appendix D: Budget Template

Appendix E: Insurance Requirements (Form Gen. 146)

Appendix F: Confidentiality Agreement

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

[CONTRACTOR'S NAME]

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

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
[SIGNATORY'S NAME & TITLE]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
[SIGNATORY'S NAME & TITLE]

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
HYDEE FELDSTEIN SOTO, City Attorney

By: \_\_\_\_\_  
Brendan Kearns  
Deputy City Attorney

Date: \_\_\_\_\_

Agreement Number:

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Appendix A

# Standard Provisions for CITY Contracts (Rev. 1/25 [v.2]) (TBD)

# Scope of Work (TBD)

Appendix C

# Performance Milestones (TBD)

**Appendix D - Budget Template**

<b>TASK NO.</b>	<b>TASK NAME</b>	<b>BUDGET</b>	<b>DELIVERABLE</b>
<b>1</b>	Project Initiation and Kick-Off	\$	Work plan and project schedule
		\$	Project website that will host all project related information and content
		\$	A records of minutes for all meetings
	<b>Total Task 1</b>		
<b>2</b>	Conduct and Coordinate Steering Committee Meetings	\$	Meeting Coordination and meeting minutes
		\$	A work plan for the set-up and organization of Steering Committee meetings.
	<b>Total Task 2</b>		
<b>3</b>	Research, Analysis, Agency Input and Input from Organized Stakeholder Groups	\$	Meeting Coordination and meeting minutes.
		\$	Draft and final versions of Research and Analysis findings.
		\$	Valid maps detailing parcel ownership & boundaries, utilities, drainage, site conditions, etc.
		\$	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.
	<b>Total Task 3</b>		
<b>4</b>	Community Outreach and Public Participation	\$	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-
	<b>Total Task 4</b>		
<b>5</b>	Prepare a Program-level Environmental Impact Report (EIR) per the Requirements of the California Environmental Quality Act (CEQA)	\$	Prepare Project Description/Preliminary Studies
		\$	Initial Study/Notice of Preparation
		\$	Provide Initial Study in digital Word/Google document format. Once the drafts are revised and approved by RAP, provide one printed copy and one digital PDF file of the Initial Study. Provide 50 printed copies of the Initial Study summary for public distribution.
		\$	Prepare technical studies and identify mitigation measures as needed. Prepare two Administrative Draft EIRs for internal RAP review, prepare and distribute Draft EIR, host up to three (3) public meetings during 60-day EIR review period, provide court reporter services, and provide public outreach and meeting notification, preparation support, and printed materials. File Notice of Completion/Notice of Availability.
		\$	Draft EIR - Provide one copy of each draft survey/technical report in digital MSWord or Google document format. Once revisions have been approved by the RAP, please publish and distribute Draft EIR as described in the 'Scope of Work Details' section and provide one printed copy and one pdf copy.
		\$	Final EIR - Provide one copy of Final Program EIR in digital MSWord or Google document format. Please assume up to two cycles of internal review. Once the drafts are revised and approved by RAP, provide one printed copy and one digital PDF file of the Final Program EIR.
<b>Total Task 5</b>			\$
<b>6</b>	Implementation Plans	\$	Strategic Action Plan describing the recommended short, medium, and long-term actions as identified by
		\$	Context analysis drawings, design logic drawings, site plans, sections, 3-dimensional drawings, renderings or
		\$	Boundary and topographic drawings

		\$	Brief narrative descriptions of any proposed new design features, of potential recreational and environmental
		\$	Written comments from internal/external reviews.
		\$	Presentations to staff of the City's formal review boards as required to solicit comments and feedback.
		\$	Presentation of schematic alternatives to stakeholders and documentation of feedback.
		\$	Identification of permitting requirements for the proposed scenario features.
		\$	Preparation of conceptual project cost estimates and cost benefit analyses for each alternative, as well as
		\$	Preliminary estimated project costs should be organized to help secure funding for final design, engineering,
		\$	All written and graphic materials needed to conduct presentations.
		\$	Monthly progress reports (actual work vs. planned work), in accordance with the work plan and schedule. Update the work plan and schedule as needed.
		\$	
	<b>Total Task 6</b>		\$
<b>7</b>	Draft Master Plan Report and Presentation		Six (6) hard bound copies, one electronic, print ready copy of the Master Plan in Portable Document Format (PDF), and a web version of the Master Plan, 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 Master Plan features; a proposed phasing plan, a draft itemized project construction cost estimate by the phases of development; and itemized maintenance and/or operations costs for any new feature.
		\$	
		\$	Three (3) presentations by the Consultant of the Draft Master Plan to the combined City entities with representatives from other agencies involved in the project.
		\$	Presentation by the Consultant of the Draft Master Plan to the public in two separate forums.
		\$	All written, graphic and digital materials needed to conduct presentations of the Draft Master Plan.
		\$	Any other written, graphic or digital materials needed to explain the Draft Master Plan.
	<b>Total Task 7</b>		\$
<b>8</b>	Final Master Plan Document and Collateral Materials		Six (6) hard bound copies, one electronic, print-ready copy in Portable Document Format (PDF) and a web-ready version of the Final Master Plan Report, including all site plans, colored renderings, sections and elevations drawings; diagrams; photographs; research and analysis findings; summary of strategies utilized and comments obtained during the Community Outreach and Public Participation processes; descriptions of all Master Plan features; a final itemized project cost estimate by phases of development; itemized maintenance and/or operations costs for any new feature; and recommendations for phased development.
		\$	
		\$	Color renderings and diagrams of the final Master Plan 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 others as required.
		\$	Presentation by the Consultant of the Final Master Plan to the Mayor's Office, City Council, and the Board of Recreation and Parks. RAP will work with the Consultant to combine these presentations where feasible
		\$	

		\$	Presentation by the Contractor of the Final Master Plan to the Mayor's Office, City Council Districts Nos. 1 and 13, the Board of Public Works (if applicable), the Board of Recreation and Parks, the Board of Water and Power Commissioners, full City Council and appropriate City Council Committees, for review and/or approval. RAP will work with the Contractor to combine these presentations where feasible.
		\$	Presentation by the Consultant of the Final Master Plan to the public in two separate forums.
		\$	Any other written, graphic and digital materials needed to conduct presentations.
	<b>Total Task 8</b>	\$	
	<b>TOTAL PROJECT COST</b>	\$	

## Required Insurance and Minimum Limits

Name: \_\_\_\_\_

Date: 04/10/2025

Agreement/Reference: Master Plan for Elysian Park

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						
<input checked="" type="checkbox"/> <b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%; text-align: right;">WC</td> <td style="width: 80%; text-align: right;"><u>Statutory</u></td> </tr> <tr> <td></td> <td style="text-align: right;">EL</td> <td style="text-align: right;"><u>\$1,000,000</u></td> </tr> </table>		WC	<u>Statutory</u>		EL	<u>\$1,000,000</u>
	WC	<u>Statutory</u>					
	EL	<u>\$1,000,000</u>					
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <span style="margin-left: 200px;"><input type="checkbox"/> Longshore &amp; Harbor Workers</span> <input type="checkbox"/> Jones Act							

<input checked="" type="checkbox"/> <b>General Liability</b> <u>City of Los Angeles must be named as an additional insured party</u>	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations <span style="margin-left: 200px;"><input type="checkbox"/> Sexual Misconduct _____</span> <input type="checkbox"/> Fire Legal Liability _____ <input type="checkbox"/> _____	

<input checked="" type="checkbox"/> <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work) <span style="float: right;"><u>\$1,000,000</u></span>
--

<input checked="" type="checkbox"/> <b>Professional Liability</b> (Errors and Omissions) <span style="float: right;"><u>\$1,000,000</u></span>
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>

<input type="checkbox"/> <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company) <span style="float: right;">_____</span>						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><input type="checkbox"/> All Risk Coverage</td> <td style="width: 50%;"><input type="checkbox"/> Boiler and Machinery</td> </tr> <tr> <td><input type="checkbox"/> Flood _____</td> <td><input type="checkbox"/> Builder's Risk</td> </tr> <tr> <td><input type="checkbox"/> Earthquake _____</td> <td><input type="checkbox"/> _____</td> </tr> </table>	<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery	<input type="checkbox"/> Flood _____	<input type="checkbox"/> Builder's Risk	<input type="checkbox"/> Earthquake _____	<input type="checkbox"/> _____
<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery					
<input type="checkbox"/> Flood _____	<input type="checkbox"/> Builder's Risk					
<input type="checkbox"/> Earthquake _____	<input type="checkbox"/> _____					

<input type="checkbox"/> <b>Pollution Liability</b> <span style="float: right;">_____</span>
<input type="checkbox"/> _____

<input type="checkbox"/> <b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b>	100% of the contract price
--	----------------------------

<input type="checkbox"/> <b>Crime Insurance</b> <span style="float: right;">_____</span>
--

**Other:** Provided to :Meghan Luera @ RAP

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

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

## Professional Services Agreement

**Contractor Name**

### Appendix F - Confidentiality Agreement

I \_\_\_\_\_, (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.

