

APPROVED

April 16 2026

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 26-077

DATE April 16, 2026

C.D. 3

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: RESEDA SKATE FACILITY – RESEDA ICE SKATING AND ROLLER RINK (PRJ21167) (PRJ21326) PROJECT – APPROVAL OF ART INSTALLATION

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Approved X Disapproved _____ Withdrawn _____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. Approve the proposed art installation (Mural) by Stephanie Mercado at Reseda Skate Facility for an installation period of 25 years, as described in this Report;
2. Authorize the Department of Recreation and Parks (RAP) to issue the appropriate Right-of-Entry (ROE) permit(s) for the Mural; and,
3. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

Reseda Skate Facility (Park) is located at 18128 and 18210 Sherman Way in the Reseda area of the City, and is proposed to include the development of an ice-skating rink and an outdoor roller hockey rink. Due to the facility's size, features, and programs and services it provides, Reseda Skate Facility will meet the standard for a Community Park, as defined by the City's Public Recreation Plan.

On July 21, 2022, the Board of Recreation and Park Commissioners (Board) approved the final plans and awarded the construction contract for the Reseda Ice Skating and Roller Rink Project, as further described in Report No. 22-197, which includes the following scope of work:

- o Demolition and foundation work, as well as building the ice rink building (approximately 26,800 square feet in size), within a flexible membrane type structure designed to house an 85' x 200' ice surface with an electrical and machine room, four locker rooms, ADA compliant restrooms, office space, a skate rental area, a pro shop and concessions. The ice rink building (which will include four locker rooms and the bleacher seating areas) would be located at the back parcel of 18210 Sherman Way (which will incorporate the Magnolia Property).

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- All necessary Fixtures, Furnishing and Equipment (FF&E) for the ice rink building, including all the related ice-making equipment, related sub-floor ice rink piping, dasher boards, dehumidifier equipment, score board and sound systems, specialty lighting, all building furnishings include benches, bleachers, scoreboard, skate racks, skate sharpeners and vending machines.
- Building the outdoor roller rink, with all the program components. The roller rink will be fenced all around with gates on the north side and south side to allow access for the Fire Department, visitors, and patrons of the ice-skating facility. The outdoor roller rink will be located in the front parcel of 18210 Sherman Way.

The City, through its Percent-for-Art Policy, mandates that all Public Works capital improvement projects undertaken by the City must allocate funding – in an amount equal to one percent of total construction project costs – for the purposes of creating public art projects in compliance with the City's Public Works Improvements Arts Program (PWIAP), implemented, and administered by the Department of Cultural Affairs (DCA).

DCA plans to incorporate artwork from two different artists at the Park. This Report addresses the artwork by Stephanie Mercado, with separate artwork from a second artist to be presented to the Board in a future Report.

ARTIST SELECTION:

DCA issued a Request for Qualifications (RFQ) in March 2022 to over 7,500 individual artists and arts organizations, interested in creating public art for RAP facilities. A selection panel composed of arts professionals convened to review the submissions received in response to the RFQ, and the panel prequalified 131 individual artists and artist teams.

In January 2023, a selection panel was composed to select public artwork for the forthcoming new Reseda Skate Facility, and DCA issued a Request for Proposals (RFP) to six prequalified artists; these artists presented their proposals and interviewed with a selection panel comprised of a representative of RAP, the project's architect, a community representative, and two art professionals. The selection panel evaluated the six artist proposals, presentation materials, and interviews. Stephanie Mercado (Artist) was selected for this commission based on the quality of her materials, technical expertise, range of experiences, appropriateness of past work, professionalism, research, and presentation.

PROPOSED MURAL INSTALLATION

RAP received an application from DCA on February 13, 2026 via the OpenGov Application Portal (Attachment 1). The application for the proposed artwork includes two murals which will be installed at the new Reseda Skate Facility. The first is an exterior mural (30' h x 15' l) on the front facing entrance to the facility. The second is an interior mural (12' h x 20' l), which will be installed in the entryway side wall. The proposed mural designs employ printmaking techniques and collage elements to craft vibrant, eclectic, and dynamic energy that celebrates Reseda, its communities, and the varied skate-sports to be held on-site. The designs include California native

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flowers and the Reseda Odorata, the fragrant flower after which the neighborhood of Reseda is named. The Mural also includes traditional textile patterns that preserve and convey cultural narratives through intricate embroideries and vibrant prints and sports uniforms. The goalie helmet depicted on the facade is a testament to this cultural engagement, blending diverse visual languages from textiles and ancient architecture.

Renderings of the proposed Mural are shown in Attachment 1.

PROJECT FUNDING AND MAINTENANCE

The Mural is funded by Proposition K in the amount of \$56,170.00 dollars. Upon approval, DCA and the Artist will commission the Mural over a period of approximately three to four weeks. The Mural will be fabricated with durable and low-maintenance materials that require minimal to no routine maintenance. The Mural will also be sealed with an anti-graffiti coating that is used to protect mural surfaces for up to 25 years.

As artwork installed as part of the PWIAP, the Mural is not subject to the Public Art Policy adopted in Board Report No. 24-207. All costs related to the Mural's maintenance and restoration are the responsibility of DCA.

COMMUNITY OUTREACH

On March 30, 2024, the proposed Mural was presented at a community meeting convened online via Zoom in coordination with Office of Council District 3 and the Bureau of Engineering (BOE), as detailed in the Art Application (Attachment 1). DCA has indicated that the Office of Council District 3 is supportive of the Mural.

On November 13, 2024, the proposed Mural was presented to DCA's Cultural Affairs Commission, which granted its conceptual and final approval. Upon approval of this Report, RAP staff will issue the appropriate Right-of-Entry (ROE) permits to the Artist and/or her contractors for the installation of the proposed Mural.

TREES AND SHADE

The Mural will not impact shade or trees at Reseda Skate Facility.

ENVIRONMENTAL IMPACT

The Board approved the construction of the Reseda Skate Facility on July 21, 2022 and determined that the project is exempt from the California Environmental Quality Act (CEQA), as further described in Report No. 22-197. The addition of the Mural does not substantially change the characteristics of the proposed project, does not cause additional impacts on the environment, and does not require major revisions of the previous CEQA determination. Therefore, staff recommends that the Board take any further CEQA action.

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FISCAL IMPACT

Approval of the Mural will have no impact on RAP's General Fund. As described above, the Mural is funded through the PWIAP, with DCA responsible for its on-going maintenance.

This Report was prepared by David Lee, Management Assistant, Planning, Maintenance and Construction Branch. Compliance with the California Environmental Quality Act (CEQA) has been reviewed by Elena Maggioni, Environmental Supervisor II Planning, Maintenance and Construction Branch.

LIST OF ATTACHMENTS

- 1) Attachment 1 – Public Art Application



Record No: ART-26-2

Public Art Application

Status: Active

Submitted On: 2/13/2026

Primary Location

No location

Owner

No owner information

Applicant

Pau Pescador
 213-202-5523
 pau.s.pescador@lacity.org
 201 N. Figueroa St
Ste 1400
Los Angeles, CA 90012

Art Installation Location

Location Name*	Location Address*
RESEDA SKATE FACILITY	18128-18210 W Sherman Way, LA, CA, 91335

Art Installation Information

Art Name/Title*

Untitled

Type of Request*

New Installation

Art Type*

Mural

Description of the Proposed Artwork*

Untitled consists of two murals which will be installed at the new Reseda Skate Facility. The first is an exterior mural (30' h x15' l) on the front facing entrance to the facility. The second is an interior mural (12' h x 20' l), which will be installed in the entryway side wall. The proposed mural designs employ printmaking techniques and collage elements to craft vibrant, eclectic, and dynamic energy that celebrates Reseda, its communities, and the varied skate-sports to be held on-site. The designs include California native flowers and the Reseda Odorata, the fragrant flower after which the neighborhood of Reseda is named. The mural also includes traditional textile patterns that preserve and convey cultural narratives through intricate embroideries and vibrant prints and sports uniforms. The goalie helmet depicted on the facade is a testament to this, blending diverse visual languages from textiles and ancient architecture. This artistic choice pays homage to the strength and resilience of indigenous and Latinx communities, with the sun pattern specifically honoring the indigenous peoples of the San Fernando Valley.

Installation Period*

Permanent (25+ years)

Funding Source* ?

Prop K

Estimated Cost* ?

56,170

Artist Information

Full Name*

Stephanie Mercado

Street Address*

[Redacted]

City*

[Redacted]

State*

[Redacted]

Zip Code*

[Redacted]

Phone Number*

[Redacted]

Email Address*



Permanent Installation

Is this installation part of the Percent for Public Art Program or the Public Works Improvements Art Program?

Yes

Additional Information

Written Narrative – in the order they appear below. Please address and include a description of the following items:

Funding Source(s) – Identify all funding sources such as grants, fund-raised monies, or donations and include whether these funds are committed or proposed. Artist

Selection Process – How was the artist selected? How many artists were interviewed/considered?

Design – How was it derived?

Community Context – How does the design fit within the existing environment in terms of size, color, surrounding building types, materials, theme, community culture or architectural design, etc.

Production Process – How will the proposed wall/area be prepared? What type of medium will be used? Who will do the actual production – the artist, the artist and assistants, or the artist and students?

Maintenance – Describe the maintenance activities that will be required to maintain the installation over its lifespan.

Miscellaneous - If there are circumstances which may further a more complete understanding of the project, do not hesitate to submit additional information, as this is the applicant's primary opportunity to clarify and define the project.

Please describe the information described above or upload files below.*

This artistic choice pays homage to the strength and resilience of indigenous and Latinx communities, with the sun pattern specifically honoring the indigenous peoples of the San Fernando Valley.

Funding Source:

The funding source is Prop K (as part of the City's Percent for Art Obligation).

Artist Selection Process:

The Department of Cultural Affairs issued a Request for Qualifications (RFQ) for March 2022 to over 7500 individual artists and arts organizations, interested in creating public art for Los Angeles Recreation and Park Facilities. A selection panel composed of arts professionals convened to review the submissions received in response to the RFQ, and the panel prequalified one hundred thirty one (131) individual artists and artist teams. In January 2023, a selection panel was composed to select a public artwork for the forthcoming new Reseda Skate Facility. This panel consisted of a Rec+Park representative, the project architect, a community representation and two art professionals. The panel convened to review the proposals of the six artists who responded to the RFP. The selection panel evaluated the six artist proposals, presentation materials, and interviews. Based on the quality of both the materials, strength of her technical expertise, range of experiences, appropriateness of past work, professionalism, research, and presentation Stephanie Mercado was selected for this commission.

Design:

Untitled consists of two murals which will be installed at the new Reseda Skate Facility. The first is an exterior mural (30' h x15' l) on the front facing entrance to the facility. The second is an interior mural (12' h x 20' l), which will be installed in the entryway side wall. The proposed mural designs employ printmaking techniques and collage elements to craft vibrant, eclectic, and dynamic energy that celebrates Reseda, its communities, and the varied skate-sports to be held on-site. The designs include California native flowers and the Reseda Odorata, the fragrant flower after which the neighborhood of Reseda is named. The mural also includes traditional textile patterns that preserve and convey cultural narratives through intricate embroideries and vibrant prints and sports uniforms. The goalie helmet depicted on the facade is a testament to this, blending diverse visual languages from textiles and ancient architecture.

Community Context:

A community meeting convened online via Zoom on October 30, 2024 in coordination with Council District 3 and BOE; those in attendance were supportive of the project.

Production Process:

Mural 1: 3-4 Weeks production timeline, including wall preparation, design transfer, painting, and sealing with protective anti-graffiti coating.

Mural 2: 3-4 Weeks production timeline, including wall preparation, design transfer, painting, and sealing with protective anti-graffiti coating.

Maintenance:

The artworks will be fabricated with durable and low-maintenance materials that require minimal to no routine maintenance.

The City is responsible for the long-term care and maintenance of public artworks created through the Public Works Improvement Arts Program. A copy of the executed contract is attached. The contract describes the City's commitment to maintain the installation over its lifespan.

Additional Information (optional)

No File Uploaded

Community Engagement

Please describe how the proposed art installation will meet the community engagement requirement described in the Art Policy. *

A community meeting convened online via Zoom on October 30, 2024 in coordination with Council District 3 and BOE; those in attendance were supportive of the project.

Has this proposed installation presented to the Park Advisory Board?*

No

Has this proposed installation presented to the Neighborhood Council?*

No

Is this proposed installation supported by the Council Office?*

Yes

Has this proposed installation been presented to any other local community group or similar?*

No

Primary Contact for Art Application

Same as Applicant



Application Instructions (Permanent)

APPLICANT DECLARATION: A signature from the applicant attesting to the following, is required before the application can be accepted.

A. I hereby certify that the information provided in this application, including renderings and other attachments, is accurate and correct to the best of my knowledge.

Furthermore, should the stated information be found false or insufficient to fulfill the requirements of the Department of Recreation and Parks, I agree to revise the information as appropriate and resubmit the application if required.

B. I understand and agree that any report, rendering, map or other information submitted to the City in furtherance of this application will be treated by the City as public records which may be reviewed by any person and, if requested, that a copy will be provided by the City to any person upon the payment of its direct costs of duplication.

C. I understand that the burden of proof to substantiate this request is the responsibility of the applicant.

D. I understand that there is no guarantee, expressed or implied, that any application will be approved. I understand that each matter must be carefully evaluated and that the resulting recommendation or decision may be contrary to a position taken or implied in any preliminary discussions.

E. I understand that this application will be reviewed and processed based on the requirements set forth by RAP's adopted Art Policy. If the artwork described in this application does not comply with the policies and guidelines set forth by the Art Policy, then this application will be rejected. If the artwork described in the application is approved, I agree to comply with any applicable requirements of this Policy, as amended from time to time, during and after the installation of such artwork.

F. I understand that if this art application is rejected, I am not entitled to a refund of the application fee.

G. I affirm and agree that the Department of Cultural Affairs or another City Department will be responsible for the maintenance of the art installation for the duration of the installation.







H. By my signature below, I declare under penalty of perjury, under the laws of the State of California, that all statements contained in this application and any accompanying documents are true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial of this application.

Signature**Date**

✓ Pau Pescador
Feb 13, 2026

02/13/2026

Attachments

	Artist(s) Resume STEPHANIE MERCADO CV.pdf Uploaded by Pau Pescador on Feb 13, 2026 at 12:55 PM	REQUIRED
	Relevant Press Stephanie Mercado- Reseda Skate Facility Packet.pdf Uploaded by Pau Pescador on Feb 13, 2026 at 12:58 PM	REQUIRED
	Detailed Sketch and/or Drawing of Proposed Artwork Stephanie Mercado- Reseda Skate Facility - artwork images.pdf Uploaded by Pau Pescador on Feb 13, 2026 at 12:58 PM	REQUIRED
	Color Photographs of the Site and Surroundings Stephanie Mercado- Reseda Skate Facility - Artwork Location.pdf Uploaded by Pau Pescador on Feb 13, 2026 at 1:01 PM	REQUIRED
	Contract with Artist for Installation (executed)-PSA-StephanieMercado-(ResedaSkateFacility)-C.143829.pdf Uploaded by Pau Pescador on Feb 13, 2026 at 12:59 PM	
	Council District Documentation City of Los Angeles Mail - Confirmation of Community Meeting.pdf Uploaded by Pau Pescador on Feb 18, 2026 at 5:18 PM 2 Versions	REQUIRED
	Site Map Identifying Artwork Location TwoWalls-ResedaSkateFacility.pdf Uploaded by Pau Pescador on Feb 23, 2026 at 5:14 PM	REQUIRED



 2 Versions

RecPark Letter.pdf

RecPark Letter.pdf

Uploaded by Pau Pescador on Feb 13, 2026 at 1:03 PM



BOE approved - MuralLocations-MERCADO-ResedaSkateFacility.pdf

BOE approved - MuralLocations-MERCADO-ResedaSkateFacility.pdf

Uploaded by Meghan Luera on Feb 23, 2026 at 3:14 PM

STEPHANIE MERCADO
Artist and Cultural Worker

EDUCATION

California State University Long Beach, Long Beach, California
Bachelor of Fine Arts Drawing, Painting, Printmaking

California State University International, Florence, Italy
Drawing and Painting International Program (Merit Scholarship)

SOLO EXHIBITIONS

2023

The Seeds of Dreams, Breck Create, Breckenridge, CO., October, 2023

2022

Emerge, Hooks-Epstein Gallery, Houston, TX, June, 2022

2021 – 2022

Sustain: Essential Workers Portraits, Skirball Cultural Center, Los Angeles, CA, September,
2021 – 2022

2017

Just a Title, Hooks-Epstein Gallery, Houston, TX, September, 2017

SELECT GROUP EXHIBITIONS

2025

Grow, ESMOA, Lawndale, CA, March – September, 2024

2024

Xicana!, ESMOA, El Camino College, Torrance, CA, September – December, 2024

Into Action 2024, Resolution Studios, Chicago, IL, August 2024

Rasquachismo, Huntington Beach Art Center, Huntington Beach, CA, April – June, 2024

2023

Rasquachismo, Golden West College Art Gallery, Huntington Beach, CA, September –
November, 2023

2022

Creative Resilience, Downtown Los Angeles Artist District, Los Angeles, CA, October, 2022

Inspiraciones: Del Pasado Hacia el Futuro, Marlborough School, Los Angeles, CA, October –
November, 2022

Nuestra Tierra, Market View Arts, York, PA, September – October, 2022

Many, Craft Contemporary, Los Angeles, May-September, 2022
The Box, Hooks-Epstein Gallery, Houston, TX, December 2021-January 2022

2021

California Society of Printmakers 107th Annual Exhibition, virtual exhibition, CAPrintmakers.org, San Francisco, CA, 2021
Artists and Poems, Suturo, virtual exhibition, Durden and Ray Gallery, Los Angeles, February 2021

2020

Under Pressure National Printmaking Exhibit, The Lincoln Center, Fort Collins, CO, Feb – April, 2020
106th Annual California Society of Printmakers Exhibition, Piedmont Center for the Arts, CA, March – April, 2020

2019

50th Anniversary Group Show, Hooks-Epstein Gallery, Houston, Tx, Dec – Jan 2020
7th Annual Juried Exhibition, New Grounds, Remarque Print Shop, Albuquerque, New Mexico, December 5 – January 25, 2020
We Are Here, Here We Are: A Celebration of the Americas, San Jacinto College Art Gallery, Pasadena, TX, October 10 – November 6, 2019
ImMigration Project, by LA Printmaking Society, Scuola Internazionale di Grafica, Venice, Italy, October 3 – October 30, 2019
Umbra, New Prints for a Dark Age, Curated by Alison Saar, International Print Center New York, IPCNY, July 11 – Sept 28, 2019
13th Annual California Centered: Printmaking Exhibition, Merced Multicultural Arts Center, April 16 – June 1, 2019
Nuestra Realidad, Hooks-Epstein Galleries, Houston, TX – April 2019
Perspectives from the West, Union Gallery, University of North Texas, Denton, TX – March 2019
Haugesund Internasjonale Tresnitt (Haugesund International Woodcut), Billedgalleri, Haugesund, Norway, May – August 2019

RESIDENCIES

2022

Breck Create, Breckenridge, CO

2020

Tamarind Institute, Albuquerque, NM

2013

Serie Print Project, Coronado Studios, Austin, TX

2008

Artist Residency, Rome, Italy

PUBLIC ART

2024 – 2025

Two mural commissions, City of Los Angeles

Westwood/VA Hospital Station Construction Site Mitigation Banners, Metro Art

2024

East Los Luv, Las Dahlias, Affordable Housing Mural Commission

Address: 4655 E. 3rd St., Los Angeles, CA, 90022

2023

Raleigh, NC, Walmart Community Mural Program

Pico Rivera, CA, Walmart Community Mural Program

Palmdale, CA, Walmart Community Mural Program

2022

National City, CA, Walmart Community Mural Program

Fresno, CA Walmart Community Mural Program

2020

Metro Art LA, Silver Linings Poster Series

PUBLIC COLLECTIONS

2025

Los Angeles County Museum of Art, Permanent Collection, Los Angeles, CA

Mendocino Farms, Permanent Collection, Displayed Nationally in Multiple Locations, USA

2023

Mendocino Farms, Highland Park, Los Angeles, CA

2020

Metro Public Transit Authority, Metro Arts, Los Angeles, CA

2020

Tamarind Institute of Lithography, University of New Mexico, Albuquerque, NM

2020

Southern Graphics Council International, Zuckerman Museum of Art, Kennesaw, GA

2020

Fort Wayne Museum of Art, Fort Wayne, Indiana

2013

Mexic-Arte Museum, Austin, TX

FELLOWSHIPS

2018

National Association of Latino Arts & Cultures, San Antonio, TX

AWARDS

Career Development Award, Supplemental Course Work, International Print Center New York, New York, NY, 2019

PUBLICATIONS AND PRESS

New American Paintings, Pacific Coast Issue #169, Open Studio Press, 2024

Creative Resilience Highlights the High Road, LA Weekly Art Pick, Shana Nys Dambrot, October 2022

Repair, Artist Feature, Mid America Print Council Journal, Minneapolis, MN, July 2022

Exhibit finds the Skirball and Star Trek on Common Ground, Los Angeles Times, Tim Greiving, Los Angeles, CA, October, 2021

Homaging Its Late Founder, Gallery's Holiday Show Ushers Viewers Outside the Box, Houston City Book, Chris Decker, Houston, TX, December, 2021

The Tipping Point, Artist Feature and Cover Art, Mid America Print Council Journal, Minneapolis, MN, April, 2021

Artist Feature, New York City's Young Professionals in Transportation, New York, NY, March, 2021

Artist Feature, CSULB 49er, Art and Culture section, Long Beach, CA, February, 2021

Artist Feature, Shout Out LA, Voyage LA Magazine, Los Angeles, CA, February, 2021

HIT Festival, Exhibition Catalog, Haugesund Billedgalleri

Kunstens skatt kiste åpnet i Haugesund (Art Treasure Chest Opened in Haugesund), Stavanger Aftenblad, Trond Borgen, May, 2019

Art & Life, Voyage LA Magazine, March 2019

Arts and Culture, The State of the Arts, Houston – September, 2017

Lives of Women, Hollywood Reporter, April 2017

Art of Memory, Cover Art, La Lectura Books, December 2016

Capsule Review, There, Here, Now, Jim Tommaney, Houston Press, July 2014

Opportunity Comes Knocking for Emerging Artists, Molly Glentzer, Houston Chronicle, July 2014

On The Set – Entertainment Weekly, Hollywood Design Report 2013 Mark Snetiker, Entertainment Weekly, November, 2013

Blurred Lines, A Conversation Between Art and Fashion, Jessica Gagliardi, Natural Child Magazine, July – August, 2013

A Snow White Story, Turned on its Head, Carol Es, Huffington Post, May, 2013

Glass Tire, Austin TX February, 2013

CRATE Magazine, University of Riverside, January 2013

Artist Feature, South Pasadena, Highland Park Patch, Kristen Lepore, January 27, 2012

Artist Feature, Pasadena Now, January 14, 2012

Artist Feature, LOUD Mouth Magazine, Issue 18, Cover Art, January 2011

Haiku Review, Mat Gleason, Huffington Post, October 2010

Rococo Love Triangle, Meagan Boyd, The Examiner, October 16, 2010
Women on the Verge, Richard May, Artillery, August 1, 2010
Grave Glamour at the Calavera Fashion Show, Lisa Boosin, Racked, November 10, 2009
Los Inbetween Review, Holly Myers, Los Angeles Times, April 24, 2009
Where Young Artists can Leave Their Imprint, Mindy Farabee, Los Angeles Times, February 28, 2008

SPEAKING ENGAGEMENTS

2022

Artist Talk, Skidmore College, Saratoga Springs, NY

2022

Artist Talk, Cal Poly Pomona, Pomona, CA

2021

Art Careers, California State University Long Beach, Long Beach, CA

2019

Art Careers, California State University Long Beach, Long Beach, CA

Artist Talk, Golden West College, Huntington Beach, CA

CA AME (Arts Media Entertainment) Leadership Institute, San Diego, CA

Drawing & Painting Alumni Banquet, California State University Long Beach

2018

Winds from Fusang: Mexico and China in the Twentieth Century, Getty PST:LA/LA, USC Pacific Asia Museum, Dirk Hagner, Marianne Sadowski, Stephanie Mercado

SELECT WORKSHOPS

2024

Summer Arts Workshop, Block Printmaking Workshop, Greetings South Central Los Angeles, Los Angeles, CA

Family Art Night, Coloring and Collage Workshop, Hollenbeck Middle School, Los Angeles, CA

2023

Block and Roll, Block Printing Workshop, USC Pacific Asia Museum, Pasadena, CA

2022

Nature and Being, Coloring and Collage Workshop for Noah's Ark at the Skirball, Skirball Cultural Center, Los Angeles, CA

Visions and Values, Coloring and Collage Workshop, Skirball Cultural Center, Los Angeles, CA

2021

East Los Luv, Co-create Workshop, Variety Boys and Girls Club, Boyle Heights, CA

East Los Luv, Co-create Workshop, with Sergio Arau, Zoom

East Los Luv, Co-create Workshop, Belvedere Park, East Los Angeles, CA

2011

Youth Arts Camp Workshop, South Pasadena Arts Center, South Pasadena, CA

AFFILIATIONS

California Society of Printmakers, Member

California Lawyers for the Arts, Member

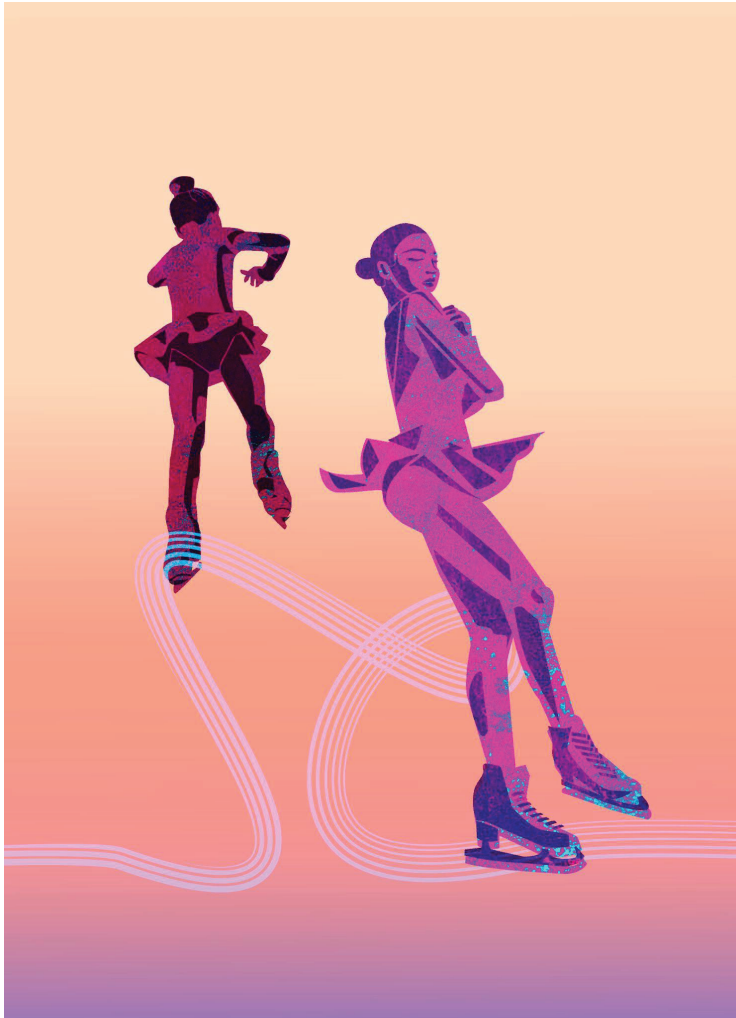
ArtTable, Member

RESEDA SKATEPARK | EXTERIOR DESIGN



RESEDA SKATEPARK | INTERIOR DESIGN





ICE SPORTS, MOVEMENT, and ENERGY

The figure-skaters, hockey player, and sport iconography reference some of the programmings that will be held on-site. The interior mural emphasizes movement and growth by contrasting a child skating in mid-air and landing as an adult. The transformation from a youth figure-skater to an adult symbolizes the commitment of Los Angeles to invest in the development and growth of youth through the Reseda Skate park by offering them space and programming to learn a new skill or a safe space to practice and exercise. In urban areas like Los Angeles, ice-skating and ice hockey carry a unique cultural significance, blending tradition, community, and the contrast between climate and activity. Despite Los Angeles' warm climate, these winter sports have carved out a special place in the city's cultural landscape, representing not only a connection to broader national and global sports traditions but also a celebration of diversity and inclusivity. Ice-skating, often associated with winter and festive traditions, offers residents an opportunity to engage in a seasonal activity that contrasts sharply with the city's typical weather. Temporary ice rinks set up during the winter months in places like Downtown LA and Santa Monica create spaces for community gatherings, holiday celebrations, and family activities, contributing to a sense of seasonal festivity and shared experience.



NATIVE FLOWERS

Natural elements, the arts, exercising, and communing with others are known to provide health and wellness benefits. The designs include California native flowers and the Reseda Odorata, the fragrant flower after which the neighborhood of Reseda is named. The Reseda Odorata flower grew wild in the San Fernando Valley, when the area was an agricultural town.

The palm tree holds significant cultural, historical, and symbolic importance across various regions of the world. In many cultures, the palm tree is a symbol of victory, peace, and eternal life. Its tall, slender trunk and evergreen nature often evoke a sense of resilience and triumph, as palms thrive in harsh environments like deserts and coastal areas. In modern times, the palm tree has also become an emblem of relaxation and leisure, particularly associated with tropical paradises and coastal regions. This imagery is often linked to ideas of escape, tranquility, and natural beauty.

Additionally, in urban landscapes like Los Angeles, the palm tree symbolizes the city's unique identity, representing the blend of natural beauty and cultural diversity.



CULTURAL REFERENCES

Textiles, long regarded as canvases for artistic expression, capture the creativity and skill of artisans across generations. Traditional textile patterns are not mere decorations; they carry deep cultural significance, embodying the history, beliefs, and identity of the communities from which they originate.

Similarly, sports team uniforms transcend their functional purpose, serving as powerful symbols of unity and identity. These uniforms do not just represent a team; they embody the pride of fans and the heritage of the communities they represent. While traditional textile patterns preserve and convey cultural narratives through intricate embroideries and vibrant prints, sports uniforms forge a shared identity among diverse groups, connecting individuals through a collective passion. Mercado, inspired by her childhood experiences growing up in a fabric store, custom upholstery workshop, and her indigenous heritage, skillfully integrates references to textile patterns in her work. The goalie helmet depicted on the facade is a testament to this, blending diverse visual languages from textiles and ancient architecture through pattern and geometric symbols. This artistic choice pays homage to the strength and resilience of indigenous and Latinx communities, with the sun pattern specifically honoring the indigenous peoples of the San Fernando Valley.

Musical elements within the artwork, intentionally left open-ended, invite viewers to create their own soundtrack, merging tradition with contemporary pop culture. Reseda, a diverse community with 43% Latino, 37% White, 11% Asian, 4% Black, and 4% from other ethnicities, serves as the backdrop for this work. The median age of 32 reflects a majority population under 35, socially active Generation X and Generation Z members who champion social justice, indigenous rights, and environmental conservation. Mercado's artwork, rich in cultural references, embodies the values of diversity, representation, and inclusivity that define our society today.

PRODUCTION DETAILS



PRODUCTION TIMELINE

Mural 1: 3-4 Weeks production timeline, including wall preparation, design transfer, painting, and sealing with protective anti-graffiti coating.

Mural 2: 3-4 Weeks production timeline, including wall preparation, design transfer, painting, and sealing with protective anti-graffiti coating.

The timeline is subject to change. This timeline is based on pre and post-production completed solely by the artist.

MAINTENANCE AND CONSERVATION

High-quality primers and paints are used for longevity and resistance to fading or peeling. The anti-graffiti coating is used to protect mural surfaces for up to 25 years.

Periodic removal of dirt and dust from the surface.

Conservator or artist to remove graffiti and repaint affected areas, if needed.

RESEDA SKATEPARK



BY
STEPHANIE MERCADO

ABOUT THE ARTIST



Stephanie Mercado is an interdisciplinary artist and art administrator from Boyle Heights, Los Angeles. She is a painter and a printmaker. Focused on the workforce, manual labor, and empowerment, her portraits pay homage to the dignity and contributions of workers. Mercado uses traditional techniques to highlight the intimate link between laborers and their craft, emphasizing the transformative power of work. Her art illuminates the often unseen world of labor, capturing the essence of the working class.

Mercado received a Bachelor of Fine Arts degree from California State University Long Beach. She completed her first public art commission in 2024 a large-scale mural titled *East Los Luv* in East Los Angeles. She has exhibited internationally, including exhibitions in Norway and Cuba. Her work is included in the permanent collections of the Los Angeles County Museum of Art, Metro Arts LA, the Tamarind Institute of Lithography, New Mexico, and the Mexic-Arte Museum in Austin, Texas.

MEDIUM | PRINTMAKING, COLLAGE, PAINTING



PUBLIC ART | WORK SAMPLES



East Los Luv | 2024 | Las Dahlias | 4655 E. 3rd St. | Los Angeles | 90022

PUBLIC ART | WORK SAMPLES



Pico Rivera Walmart | Relief Printmaking Collage Printed on Vinyl | 2023

RESEDA SKATEPARK MURALS | OBJECTIVE



The proposed mural designs employ printmaking techniques and collage elements to craft vibrant, eclectic, and dynamic energy that celebrates Reseda, its communities, and the varied skate-sports to be held on-site.

THE MURALS

- Pay homage to movement and community-building through sports.
- Reference natural elements and the landscape from the region and acknowledge the historical heritage of Reseda.
- Are multi-layered in symbolism and meaning.

RESEDA SKATEPARK | ELEMENTS



THE ELEMENTS

- Reseda Odorata - Native Flower Of Reseda, Formerly An Agricultural Area.
- Palm Trees And Natural Elements - Referencing The Impact Nature Has On Health.
- Sports References - Ice Skating, Hockey, Roller Skates, Skate Boards
 - These Elements Reference Programming To Be Held On-Site And The Importance Of Creating Community Through Sports.
- Musical Elements - Records, Boomboxes, And Mixtapes
 - These Elements Encourage Viewers To Imagine Their Own Soundtrack.
- Patterns - Cultural References Using The Language Of Textiles To Pay Homage To Diverse Cultures And The Native Peoples Of Los Angeles.

RESEDA SKATEPARK | EXTERIOR DESIGN



RESEDA SKATEPARK | INTERIOR DESIGN





ICE SPORTS, MOVEMENT, and ENERGY

The figure-skaters, hockey player, and sport iconography reference some of the programmings that will be held on-site. The interior mural emphasizes movement and growth by contrasting a child skating in mid-air and landing as an adult. The transformation from a youth figure-skater to an adult symbolizes the commitment of Los Angeles to invest in the development and growth of youth through the Reseda Skate park by offering them space and programming to learn a new skill or a safe space to practice and exercise. In urban areas like Los Angeles, ice-skating and ice hockey carry a unique cultural significance, blending tradition, community, and the contrast between climate and activity. Despite Los Angeles' warm climate, these winter sports have carved out a special place in the city's cultural landscape, representing not only a connection to broader national and global sports traditions but also a celebration of diversity and inclusivity. Ice-skating, often associated with winter and festive traditions, offers residents an opportunity to engage in a seasonal activity that contrasts sharply with the city's typical weather. Temporary ice rinks set up during the winter months in places like Downtown LA and Santa Monica create spaces for community gatherings, holiday celebrations, and family activities, contributing to a sense of seasonal festivity and shared experience.



NATIVE FLOWERS

Natural elements, the arts, exercising, and communing with others are known to provide health and wellness benefits. The designs include California native flowers and the Reseda Odorata, the fragrant flower after which the neighborhood of Reseda is named. The Reseda Odorata flower grew wild in the San Fernando Valley, when the area was an agricultural town.

The palm tree holds significant cultural, historical, and symbolic importance across various regions of the world. In many cultures, the palm tree is a symbol of victory, peace, and eternal life. Its tall, slender trunk and evergreen nature often evoke a sense of resilience and triumph, as palms thrive in harsh environments like deserts and coastal areas. In modern times, the palm tree has also become an emblem of relaxation and leisure, particularly associated with tropical paradises and coastal regions. This imagery is often linked to ideas of escape, tranquility, and natural beauty.

Additionally, in urban landscapes like Los Angeles, the palm tree symbolizes the city's unique identity, representing the blend of natural beauty and cultural diversity.



CULTURAL REFERENCES

Textiles, long regarded as canvases for artistic expression, capture the creativity and skill of artisans across generations. Traditional textile patterns are not mere decorations; they carry deep cultural significance, embodying the history, beliefs, and identity of the communities from which they originate.

Similarly, sports team uniforms transcend their functional purpose, serving as powerful symbols of unity and identity. These uniforms do not just represent a team; they embody the pride of fans and the heritage of the communities they represent. While traditional textile patterns preserve and convey cultural narratives through intricate embroideries and vibrant prints, sports uniforms forge a shared identity among diverse groups, connecting individuals through a collective passion. Mercado, inspired by her childhood experiences growing up in a fabric store, custom upholstery workshop, and her indigenous heritage, skillfully integrates references to textile patterns in her work. The goalie helmet depicted on the facade is a testament to this, blending diverse visual languages from textiles and ancient architecture through pattern and geometric symbols. This artistic choice pays homage to the strength and resilience of indigenous and Latinx communities, with the sun pattern specifically honoring the indigenous peoples of the San Fernando Valley.

Musical elements within the artwork, intentionally left open-ended, invite viewers to create their own soundtrack, merging tradition with contemporary pop culture. Reseda, a diverse community with 43% Latino, 37% White, 11% Asian, 4% Black, and 4% from other ethnicities, serves as the backdrop for this work. The median age of 32 reflects a majority population under 35, socially active Generation X and Generation Z members who champion social justice, indigenous rights, and environmental conservation. Mercado's artwork, rich in cultural references, embodies the values of diversity, representation, and inclusivity that define our society today.

PRODUCTION DETAILS



PRODUCTION TIMELINE

Mural 1: 3-4 Weeks production timeline, including wall preparation, design transfer, painting, and sealing with protective anti-graffiti coating.

Mural 2: 3-4 Weeks production timeline, including wall preparation, design transfer, painting, and sealing with protective anti-graffiti coating.

The timeline is subject to change. This timeline is based on pre and post-production completed solely by the artist.

MAINTENANCE AND CONSERVATION

High-quality primers and paints are used for longevity and resistance to fading or peeling. The anti-graffiti coating is used to protect mural surfaces for up to 25 years.

Periodic removal of dirt and dust from the surface.

Conservator or artist to remove graffiti and repaint affected areas, if needed.

BUDGET



ITEM	AMOUNT
Artist's Stipend	\$11,234.00
Labor	\$8,766.00
Administrative	\$9,500.00
Primer corrugated metal	\$350.00
Sealer for cinder block	\$300.00
Primer unsealed cinder block	\$200.00
Paint for 2 murals and mural testing	\$6,000.00
Production supplies	\$1,200.00
Graffiti coating	\$2,000.00
Graffiti coating equipment	\$500.00
UV Coating - outdoor mural	\$500.00
Photography/Documentation	\$2,000.00
Mileage, Gas, Travel	\$500.00
Lift Rental for 3 - 4 weeks	\$6,000.00
Extension for scaffold	\$500.00
Consulting fees	\$1,500.00
10% contingency	\$5,120.00
	\$56,170.00

CONTRACT SUMMARY SHEET

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

DATE: July 31, 2023

(PLEASE DO NOT STAPLE THE CONTRACT FOR THE CLERK'S FILE)

FORM MUST BE TYPEWRITTEN

FROM (DEPARTMENT): Department of Cultural Affairs

CONTACT PERSON: Becky Snodgrass PHONE: 213 202-5519

CONTRACT NO.: C-143829

COUNCIL FILE NO.: _____

ADOPTED BY COUNCIL: _____
DATE

APPROVED BY BPW: _____
DATE

NEW CONTRACT
AMENDED AND RESTATED _____
ADDENDUM NO. _____
SUPPLEMENTAL NO. _____
CHANGE ORDER NO. _____
AMENDMENT _____

CONTRACTOR NAME: Stephanie Mercado

TERM OF CONTRACT: January 19, 2023 THROUGH: January 18, 2026

TOTAL AMOUNT: \$56,170

PURPOSE OF CONTRACT: Public Art for the Reseda Skate Facility

NOTE: CONTRACTS ARE PUBLIC RECORDS - SCANNED AND UPLOADED TO THE INTERNET

PERSONAL SERVICES AGREEMENT

Contractor:

STEPHANIE MERCADO



Regarding:

Public Art for the Department of Cultural Affairs

Said AGREEMENT is Number C-143829

PERSONAL SERVICES AGREEMENT
Public Art for the Department of Cultural Affairs

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Attachments

ATTACHMENT A — “Standard Provisions for City Contracts (Rev. 9/22) [v.1]”

**PERSONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND
STEPHANIE MERCADO**

THIS AGREEMENT is entered into by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter “CITY”), through its DEPARTMENT OF CULTURAL AFFAIRS (hereinafter “DEPARTMENT”), and STEPHANIE MERCADO (hereinafter “CONTRACTOR”).

WITNESSETH

WHEREAS, CITY, through its Percent-for-Art policy, mandates that all public works capital improvement project undertaken by CITY must allocate funding, in an amount equal to one-percent (1%) of total construction project costs, for the purposes of creating public art project(s) in compliance with CITY’s Public Works Improvements Arts Program (hereinafter “PROGRAM”), implemented and administered by DEPARTMENT, pursuant to CITY’s Administrative Code Section 19.85; and

WHEREAS, CITY authorizes payments to fund public arts projects administered by PROGRAM, including: acquisition or placement of publicly accessible works of art; acquisition or construction of arts or cultural facilities; provision of arts or cultural services; and/or restoration or preservation of existing works of art; and

WHEREAS, to accomplish this purpose, CITY desires to contract with people who possess the necessary knowledge, experience, and professional expertise to execute public arts projects; and

WHEREAS, the DEPARTMENT OF RECREATION AND PARKS of CITY (hereinafter “AGENCY”) has allocated funds for the selection, purchase, and placement of a public arts project in compliance with PROGRAM; and

WHEREAS, pursuant to Charter Section 372, DEPARTMENT released a Request for Qualifications in March 2022 to establish a roster of prequalified artists specifically for public art opportunities at new AGENCY facilities, and artists were selected by a panel of experts to be included on said roster based on a review and assessment of their qualifications and each artist’s skills, talent, and expression; and

WHEREAS, DEPARTMENT issued a Request for Proposals to a shortlist of six (6) prequalified artists in November 2022 for public artwork at the RESEDA SKATE FACILITY (hereinafter “PROJECT SITE”), and a panel of experts selected CONTRACTOR to create a public artwork (hereinafter “ARTWORK”) based on the strength of their proposal, interview performance, and because CONTRACTOR has the requisite skill and creativity to perform the services described in this AGREEMENT; and

WHEREAS, CONTRACTOR has demonstrated the ability to create and design ARTWORK to satisfy the needs identified by DEPARTMENT; and

WHEREAS, CITY wishes to promote and maintain the integrity and clarity of CONTRACTOR’s ideas and statements as represented by ARTWORK; and

WHEREAS, the services to be performed are of an expert, technical, and special nature, as well as occasional and temporary.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. PURPOSE OF THIS AGREEMENT

- A. The purpose of this AGREEMENT is to provide CONTRACTOR with a total amount of \$56,170 in funding for the design, fabrication, and installation of ARTWORK at PROJECT SITE, wherein services rendered shall comprise the SCOPE OF WORK pursuant to SECTION 4.
- B. CITY and CONTRACTOR hereby agree that they each shall take all steps legally required of them and available to them to permit each of them to perform the timely performance of their respective obligations pursuant to this AGREEMENT.

SECTION 2. DEFINITIONS

AGENCY—the DEPARTMENT OF RECREATION AND PARKS of CITY.

ARTWORK— interior and/or exterior mural(s).

CITY—the CITY OF LOS ANGELES, a municipal corporation.

COMMISSION—the BOARD OF CULTURAL AFFAIRS COMMISSIONERS of DEPARTMENT of CITY.

CONTRACTOR—STEPHANIE MERCADO, 1116 Orme Avenue, Los Angeles, California 90023.

DEPARTMENT—the DEPARTMENT OF CULTURAL AFFAIRS of CITY.

MAINTENANCE MANUAL—a comprehensive manual prepared and submitted by CONTRACTOR, detailing all required and suggested maintenance related to ARTWORK, and subject to review and written acceptance by DEPARTMENT and AGENCY.

NOTICE OF FINAL ACCEPTANCE—written notice issued by DEPARTMENT, verifying CONTRACTOR’s completed installation of ARTWORK as specified in WORK PLAN as approved by COMMISSION, subject to CITY’s final inspection and approval of ARTWORK installation.

NOTICE TO PROCEED—written notice issued by DEPARTMENT, authorizing CONTRACTOR to initiate fabrication of ARTWORK as specified in WORK PLAN as approved by COMMISSION, wherein CONTRACTOR may not initiate fabrication prior to receipt of such notice.

PROJECT SITE—RESEDA SKATE FACILITY, 18210 Sherman Way, Los Angeles, California 91335.

RECEIPT OF VERIFICATION—written notice issued by DEPARTMENT, verifying CONTRACTOR has completed fabrication of ARTWORK as specified in WORK PLAN as approved by COMMISSION, wherein CONTRACTOR may not initiate transportation or installation of ARTWORK at PROJECT SITE prior to receipt of such notice.

RELEASE OF ALL CLAIMS—a document prepared and provided by CITY, for CONTRACTOR to review, sign, and submit, thereby fully releasing, acquiring, and discharging CITY from all claims, actions, causes of action, demands, damages, costs, expenses, attorney fees, obligations, and/or liabilities related to work performed under this AGREEMENT, applying to all unknown and all unanticipated damages, as well as to injuries and damages now known, disclosed, or anticipated that may result from or arise out of this AGREEMENT, or to the effects or consequences thereof.

SCOPE OF WORK—CONTRACTOR’S RESPONSIBILITIES; TERM, REQUESTS FOR PAYMENT & REMUNERATION; DELIVERY & ACCEPTANCE; MAINTENANCE, REPAIRS & RESTORATION OF THE WORK; and ENGINEERING CONFORMANCE & PROTECTION OF WORK; pursuant to SECTIONs 4; 10; 11; 12; 18; and 25.

WORK PLAN—an established schedule with specific dates and milestones, including an itemized budget, work phases, and meetings for execution and delivery of ARTWORK, prepared by CONTRACTOR in consultation with DEPARTMENT and AGENCY.

WORK PRODUCTS—all materials, tangible or not, created in whatever medium under this AGREEMENT, including without limitation to artworks, audio-visual, reports, drawings and sketches, schematics, marks, logos, graphic designs, and all other intellectual property.

SECTION 3. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES

A. Parties to this AGREEMENT:

1. CITY, a municipal corporation, chartered by the STATE OF CALIFORNIA, acting by and through DEPARTMENT.
2. STEPHANIE MERCADO.

B. Representatives of the Parties.

The representatives of the respective parties authorized to administer this AGREEMENT, and to whom formal notices, demands, and communications shall be given, are as follows:

1. The representative of CITY, unless otherwise stated in this AGREEMENT, shall be:

Becky Snodgrass, Public Art Division
City of Los Angeles Department of Cultural Affairs
201 North Figueroa Street, Suite 1400, Los Angeles, CA 90012
213 202-5519 <becky.snodgrass@lacity.org>

2. The representative of CONTRACTOR shall be:

Stephanie Mercado



- C. Formal notices, demands, and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.
- D. CONTRACTOR shall give written notice to CITY detailing any change(s) in the name and/or address of the person designated as the representative of CONTRACTOR for receipt of notices, demands, or communications, within five (5) days of any such change(s).
- E. The relationship of the parties under this AGREEMENT is, and at all times shall remain, solely that of independent contractors to each other. Neither DEPARTMENT nor CONTRACTOR undertakes nor assumes any responsibility or duty except as expressly provided herein. Except as specified in writing, no party shall have any authority to act as an agent for any other or to bind any other to any obligation.

SECTION 4. CONTRACTOR'S RESPONSIBILITIES

SCOPE OF WORK contained in this AGREEMENT encompasses the full execution of ARTWORK, including construction documents, feasibility study, engineering, production, fabrication, transportation, inspection, installation, maintenance plan, and presentation to community and approving bodies.

- A. ARTWORK shall be coordinated, designed, and executed by CONTRACTOR throughout the entire scope of this project.
- B. Upon execution of this AGREEMENT, CONTRACTOR shall meet with DEPARTMENT and AGENCY representatives.
- C. CONTRACTOR shall be reasonably available to meet with community member(s) impacted by ARTWORK as requested by DEPARTMENT in consultation with AGENCY.
- D. Within 60 days of meeting(s) with community member(s), pursuant to PARAGRAPH C of this SECTION, and upon DEPARTMENT's written request, CONTRACTOR shall prepare and submit design plan renderings and visual samples to DEPARTMENT for review by DEPARTMENT and AGENCY.
- E. Within 60 days of meeting(s) with community, pursuant to PARAGRAPH C of this SECTION, CONTRACTOR shall submit a preliminary WORK PLAN for DEPARTMENT's review and written approval, which CONTRACTOR shall develop in consultation with DEPARTMENT, AGENCY, and other project stakeholders as instructed by DEPARTMENT.
- F. Additional or changed services to be provided by CONTRACTOR shall be subject to approval by DEPARTMENT and AGENCY, wherein any such services shall be described in the form of a written amendment to this AGREEMENT.

- G. CONTRACTOR shall present to COMMISSION the preliminary design concept for ARTWORK and preliminary WORK PLAN, and CONTRACTOR shall obtain COMMISSION's approval prior to proceeding with final design details for ARTWORK, wherein CONTRACTOR's presentation to COMMISSION shall include: renderings and/or models of ARTWORK, specifications regarding location(s), dimension(s), color(s), finish(es), and material(s) for ARTWORK, and a list of subcontractors identified to perform services related to the design, fabrication, and/or installation of ARTWORK, if and when appropriate. If it appears to DEPARTMENT and/or AGENCY that ARTWORK as designed may exceed the funding allocated under this AGREEMENT, then DEPARTMENT may require CONTRACTOR to modify ARTWORK's design in order to meet the funding allocated under this AGREEMENT. If the design is so modified, CONTRACTOR must submit ARTWORK's modified design for DEPARTMENT's review and written approval, and DEPARTMENT may require CONTRACTOR to submit ARTWORK's modified design to AGENCY and/or COMMISSION for additional approval(s).
- H. CONTRACTOR shall present to COMMISSION the final design concept for ARTWORK and final WORK PLAN, and CONTRACTOR shall obtain COMMISSION's approval prior to proceeding with final design detail plans and construction drawings for ARTWORK, wherein CONTRACTOR's presentation to COMMISSION shall include: renderings and/or models of ARTWORK, specifications regarding location(s), dimension(s), color(s), finish(es), and material(s) for ARTWORK, and a list of subcontractors identified to perform services related to the design, fabrication, and/or installation of ARTWORK, if and when appropriate. If it appears to DEPARTMENT and/or AGENCY that ARTWORK as designed may exceed the funding allocated under this AGREEMENT, then DEPARTMENT may require CONTRACTOR to modify ARTWORK's design in order to meet the funding allocated under this AGREEMENT. If the design is so modified, CONTRACTOR must submit ARTWORK's modified design for DEPARTMENT's review and written approval, and DEPARTMENT may additionally require CONTRACTOR to submit ARTWORK's modified design to AGENCY and/or COMMISSION for additional approval(s).
- I. COMMISSION may require CONTRACTOR to modify the design of ARTWORK. If it appears to DEPARTMENT and/or AGENCY that the design requires such modification(s), CONTRACTOR shall so modify ARTWORK's design and submit to DEPARTMENT for review by DEPARTMENT, COMMISSION, and/or AGENCY within thirty (30) calendar days of DEPARTMENT's written request for such modification(s), the modified scale renderings and/or models of ARTWORK, exact location(s), dimension(s), color(s), finish(es), and material(s) for ARTWORK, a final itemized budget, and a list of subcontractors identified to perform services related to the design, fabrication, and/or installation of ARTWORK, including contact information for each subcontractor, if and when appropriate, or DEPARTMENT or CONTRACTOR may terminate this AGREEMENT, pursuant to SECTION 20.
- J. CONTRACTOR shall submit final design detailed plans and construction drawings for DEPARTMENT's review and written approval in consultation with AGENCY, including scale renderings and/or models of ARTWORK, exact location(s), dimension(s), color(s), finish(es), and material(s) for ARTWORK, a final itemized budget, and a list of subcontractors identified to perform services related to the design, fabrication, and/or installation of ARTWORK, including contact information for each subcontractor, if and when appropriate. If it appears to DEPARTMENT and/or AGENCY that ARTWORK as designed may exceed the funding allocated under this AGREEMENT, then DEPARTMENT may require CONTRACTOR to modify ARTWORK's design in order to meet the funding allocated under this AGREEMENT. If the design is so modified, CONTRACTOR must submit ARTWORK's modified design for DEPARTMENT's review and written approval, and DEPARTMENT may require CONTRACTOR to submit ARTWORK's modified design to AGENCY and/or COMMISSION for additional approval(s).
- K. Upon DEPARTMENT's written approval of the final design detailed plans and construction drawings, in consultation with AGENCY, CONTRACTOR shall submit WORK PLAN for DEPARTMENT's review and written approval.
- L. Upon DEPARTMENT's written approval of WORK PLAN, and upon DEPARTMENT's issuance of NOTICE TO PROCEED, CONTRACTOR shall begin fabrication of ARTWORK as specified in WORK PLAN.
- M. CONTRACTOR shall adhere to the funding allocated under this AGREEMENT for all costs associated with the execution of ARTWORK, including design, fabrication, and transportation of ARTWORK, installation of ARTWORK at PROJECT SITE, and for any travel and other costs incurred by CONTRACTOR and any subcontractor(s) performing under this AGREEMENT, unless otherwise agreed upon under this AGREEMENT. If ARTWORK requires any special provisions in design and/or building materials, or any structural, electrical, and/or mechanical systems for which costs exceed those that would normally be paid by AGENCY for work performed at PROJECT SITE, then such costs shall be borne by CONTRACTOR's budget.

- N. CONTRACTOR shall be responsible for submitting material specifications and a cost estimate for annual maintenance of ARTWORK, wherein CONTRACTOR shall devise the design of ARTWORK with the intention of minimizing potential effects of vandalism, weathering, or other hazards, as applicable. Upon completed fabrication and installation of ARTWORK, CONTRACTOR shall prepare and submit MAINTENANCE MANUAL to DEPARTMENT, subject to DEPARTMENT's review and written acceptance.
- O. CONTRACTOR shall make periodic written and/or verbal progress reports to DEPARTMENT throughout the term of this AGREEMENT, wherein such reports shall include information on any meetings, conflicts or resolutions, design, fabrication, installation, and/or progress related to services provided under this AGREEMENT.
- P. Upon reasonable prior notice and during normal business hours, CONTRACTOR shall provide DEPARTMENT access to ARTWORK and/or any part thereof, in order for DEPARTMENT to make reasonable inspections and reviews of CONTRACTOR's progress with respect to ARTWORK.
- Q. CONTRACTOR shall be responsible for providing the services described herein, including but not limited to the quality and timely completion of the services. CONTRACTOR shall promptly notify DEPARTMENT of any problems encountered that may impede the satisfactory and timely performance of the work, and/or the satisfactory completion of any other activities under supervision by CONTRACTOR hereunder.
- R. CONTRACTOR agrees that an essential element of this AGREEMENT is the personal skill and creativity of CONTRACTOR. Therefore, CONTRACTOR shall not assign any creative and/or artistic portions of ARTWORK to a third party without prior written authorization by DEPARTMENT, wherein failure to obtain such prior written authorization shall constitute grounds for termination of this AGREEMENT, pursuant to SECTION 20.

SECTION 5. ADDITIONS & CHANGES IN SCOPE OF WORK

- A. CITY, from time to time, may desire to make changes in the services provided by CONTRACTOR under this AGREEMENT. Such changes may revise portions of SCOPE OF WORK previously completed, delete portions of SCOPE OF WORK not yet performed, require performance of additional work beyond original SCOPE OF WORK, and/or make other changes within SCOPE OF WORK to be performed by CONTRACTOR under this AGREEMENT. An amendment shall not modify the overall purpose of this AGREEMENT. In the event of such a desire for CITY to change SCOPE OF WORK, CONTRACTOR has two options:
 - 1. If CONTRACTOR agrees to CITY's requested change(s) in SCOPE OF WORK, then the parties shall agree in the form of a written amendment to this AGREEMENT that includes specifications for any such change(s), including but not limited to, description(s) of services, budget, payment(s), and/or schedule.
 - 2. If the parties are unable to agree to requested change(s) in SCOPE OF WORK, despite best efforts made in accordance with the process outlined in this AGREEMENT, pursuant to SECTION 26, and no resolution is reached, then DEPARTMENT may terminate this AGREEMENT, pursuant to SECTION 20.
- B. CONTRACTOR shall prepare and submit in writing to CITY, for review and written approval(s), any significant change(s) in the cost, scope, design, color, size, material, and/or texture of ARTWORK not in substantial conformity with CONTRACTOR's original public art project proposal. A significant change is one that affects design, fabrication, installation, schedule, site preparation, and/or maintenance of ARTWORK, and/or CONTRACTOR's concept for ARTWORK. No services requiring additional compensation to CONTRACTOR shall be furnished without prior written authorization by DEPARTMENT and AGENCY in the form of a written amendment to this AGREEMENT.
- C. Upon DEPARTMENT's approval of any such change(s), CONTRACTOR shall submit to CITY any relevant, revised construction drawings for ARTWORK, as well as necessary revised maintenance information related to ARTWORK.

SECTION 6. SERVICES TO BE PROVIDED BY CITY

- A. DEPARTMENT shall provide CONTRACTOR with written notice regarding the appropriate point of contact for DEPARTMENT in regard to the execution of this AGREEMENT.
- B. DEPARTMENT and/or AGENCY may make available to CONTRACTOR copies of designs, drawings, reports, and/or other relevant project data that may be needed by CONTRACTOR for the design, fabrication, and/or installation of ARTWORK.

- C. DEPARTMENT shall act as liaison with AGENCY and COMMISSION as needed. AGENCY shall act as liaison with the project architect for PROJECT SITE and with community member(s) impacted by ARTWORK.
- D. Upon CONTRACTOR's submission of payment request(s) for completion of milestone(s) under this AGREEMENT, DEPARTMENT shall review such payment request(s) in order to verify milestone completion in accordance with the terms herein, and submit such request(s) to AGENCY for payment by CITY, pursuant to SECTION 11, PARAGRAPH B.

SECTION 7. CONTRACT ADMINISTRATION

- A. CONTRACTOR shall not subcontract with any of CITY's current or former regular employee(s) throughout the term of this AGREEMENT without prior written authorization by DEPARTMENT. If CONTRACTOR desires to subcontract with any third parties to provide services under this AGREEMENT, CONTRACTOR agrees that all such subcontracts shall be bound by the terms and conditions of this AGREEMENT. DEPARTMENT reserves the right to approve and/or reject any subcontract(s) identified by CONTRACTOR to provide services under this AGREEMENT, wherein CONTRACTOR, upon identifying any such subcontractor, shall promptly notify and request written authorization by DEPARTMENT to procure any such subcontractor(s), prior to entering any subcontract and/or procuring any services from a third party.
- B. DEPARTMENT shall coordinate the services to be provided by CONTRACTOR under this AGREEMENT. DEPARTMENT may delegate administration of the AGREEMENT. Wherever this AGREEMENT requires any notice(s) be given to or by CITY, or any determination(s) and/or actions(s) by made by CITY, DEPARTMENT shall so represent and/or act on behalf of CITY.
- C. CONTRACTOR shall determine the artistic expression, scope, design, color, size, material, and texture of ARTWORK, subject to review and written acceptance by DEPARTMENT, AGENCY, and COMMISSION.

SECTION 8. STANDARD PROVISIONS FOR CITY CONTRACTS

- A. CONTRACTOR agrees to comply with the "Standard Provisions for City Contracts (Rev. 9/22)[v.1]" which are attached hereto as APPENDIX A and incorporated into this AGREEMENT as though fully stated herein. In addition to the "Standard Provisions for City Contracts (Rev. 9/22)[v.1]", CONTRACTOR shall comply with the following:
 - 1. Disclosure of Border Wall Contracting Ordinance (DBWCO).

CONTRACTOR shall comply with Los Angeles Administrative Code (LAAC) Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' CITY may terminate this AGREEMENT at any time if CITY determines that CONTRACTOR failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

SECTION 9. WARRANTIES

- A. CONTRACTOR shall guarantee all work to be free from faults of material and/or workmanship for a period of no less than one (1) year after installation, free and clear of any liens from any source whatsoever, and not to require any maintenance substantially in excess of that specified by CONTRACTOR in MAINTENANCE MANUAL. This guarantee shall apply only to work performed entirely by CONTRACTOR as specified in MAINTENANCE MANUAL. This guarantee shall apply only to work performed entirely by CONTRACTOR as installed, and shall not apply to material and/or workmanship of ARTWORK that is integrated and/or combined with material acquired from and/or installed by any person or entity other than CONTRACTOR. CONTRACTOR warrants that ARTWORK shall be fabricated such that neither normal environmental exposure nor inherent vice shall cause ARTWORK to require significant conservation for a minimum term of twenty-five (25) years from the date of completed installation of ARTWORK.
- B. CONTRACTOR shall, within the period of guarantee and without additional compensation, correct and/or revise any errors, omissions, and/or other deficiencies in work performed under this AGREEMENT, and make any such correction(s) and/or revision(s) within sixty (60) days of the date of DEPARTMENT's written notice of such errors, omissions, and/or other deficiencies, or within another specified term mutually agreed upon by CONTRACTOR and DEPARTMENT, pursuant to SECTION 12.

- C. CONTRACTOR warrants that, unless otherwise stipulated, ARTWORK is an original and an edition of one (1). CONTRACTOR shall not sell or reproduce ARTWORK and/or allow others to do so without advance receipt of a written license approval issued by CITY, wherein such license approval(s) shall not be unreasonably withheld.

SECTION 10. TERM

The term of this AGREEMENT shall commence January 19, 2023 and terminate January 18, 2026.

SECTION 11. REQUESTS FOR PAYMENT & REMUNERATION

- A. CONTRACTOR shall be paid for work and services associated with the design, fabrication, and installation of ARTWORK under this AGREEMENT in accordance with the terms herein, and subsequent adjustments, changes, and/or additions as specifically provided for under this AGREEMENT. Such payment shall be full compensation for work performed and services rendered for all supervision, labor supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals.
1. The amount and date of payments to CONTRACTOR shall be computed as stipulated below, subject only to adjustments, changes, or additions as specifically provided for under this AGREEMENT.
 2. In the event that CONTRACTOR incurs costs in excess of the total funding allocated under this AGREEMENT, and such excess is incurred without a written amendment to this AGREEMENT, CITY shall not be required to pay any part of such excess and CONTRACTOR shall have no claim against CITY on account thereof.
- B. Upon CONTRACTOR's submission of payment request(s) for completion of milestone(s) under this AGREEMENT, DEPARTMENT shall review such payment request(s) to verify milestone completion in accordance with the terms herein, and submit such request(s) to AGENCY, for CITY to pay CONTRACTOR a total sum not to exceed \$56,170- to provide services under this AGREEMENT, which shall be paid in the following manner:
1. \$14,042- upon COMMISSION's approval of the preliminary design concept for ARTWORK and preliminary WORK PLAN, pursuant to SECTION 4, PARAGRAPH G.
 2. \$22,468- payable in up to two (2) parts upon COMMISSION's approval of the final design concept for ARTWORK and final WORK PLAN, pursuant to SECTION 4, PARAGRAPH H; DEPARTMENT's issuance of NOTICE TO PROCEED to CONTRACTOR; and DEPARTMENT's receipt and verification of CONTRACTOR's submitted documentation of amounts expended or invoiced for purchase of labor and/or materials, pursuant to SECTION 4, PARAGRAPH K.
 3. \$11,234- upon DEPARTMENT's final inspection and approval of fabricated ARTWORK and issuance of RECEIPT OF VERIFICATION to CONTRACTOR, pursuant to SECTION 12, PARAGRAPHS A and B.
 4. \$8,426- upon DEPARTMENT's written acceptance of MAINTENANCE MANUAL submitted by CONTRACTOR, pursuant to SECTION 4, PARAGRAPH N; DEPARTMENT's issuance of NOTICE OF FINAL ACCEPTANCE to CONTRACTOR; DEPARTMENT's receipt of no fewer than five (5) high-resolution, digital image files of installed ARTWORK; and DEPARTMENT's receipt of RELEASE OF ALL CLAIMS, pursuant to SECTION 12, PARAGRAPH D.
- C. DEPARTMENT shall provide written notice to CONTRACTOR that specifies any failure(s) to provide services for which CONTRACTOR is requesting payment, within thirty (30) days of DEPARTMENT's receipt of any request(s) for payment. CONTRACTOR shall thereafter meet CITY's standards for performance, subject to DEPARTMENT's written satisfaction, or shall advise DEPARTMENT that a dispute exists. In the event of dispute(s), the parties shall make best efforts to remedy such dispute(s), pursuant to SECTION 26.
- D. Invoicing:
1. Invoices shall be submitted to:

Becky Snodgrass, Public Art Division
City of Los Angeles Department of Cultural Affairs

201 North Figueroa Street, Suite 1400, Los Angeles, CA 90012
213 202-5519 <becky.snodgrass@lacity.org>

2. To ensure that services provided under personal services agreements are measured against services detailed under this AGREEMENT, CITY's Controller has developed a policy requiring that specific supporting documentation be submitted with invoices.
 3. CONTRACTOR shall submit invoices that conform to CITY standards and that include, at a minimum, the following information:
 - a. Name and address of CONTRACTOR;
 - b. Name and address of CITY department being billed;
 - c. Date of invoice and date of activity;
 - d. AGREEMENT number;
 - e. Description of completed task/project and amount due for task/project;
 - f. Original invoice(s) for costs of procuring labor and/or materials under this AGREEMENT; and
 - g. Remittance address (if different from company address).
 4. All invoices shall be submitted on CONTRACTOR's letterhead, contain CONTRACTOR's official logo or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that tasks have been completed, in the form of a report, brochure or photograph, shall be attached to all invoices. Invoices are considered complete when appropriate documentation or services provided are verified as satisfactory by CITY manager.
 - a. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. CITY shall not compensate CONTRACTOR for any costs incurred to prepare invoices under this AGREEMENT. CITY may request, in writing, that CONTRACTOR make changes to the content and format of invoice(s) and/or supporting documentation at any time. CITY reserves the right to require CONTRACTOR to provide additional supporting documentation to substantiate costs at any time.
 - b. Subcontractors' requirements: tasks completed by any subcontractor shall be supported by such subcontractor's invoice, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.
 - c. Failure to adhere to these policies may result in nonpayment or non-approval of demand, pursuant to CITY's Charter Section 262(a) requiring CITY's 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 from CITY's Treasury. Any incomplete requests for payment may be returned to CONTRACTOR with no action taken by CITY.
- E. Limitation of CITY's Obligation to Make Payment to CONTRACTOR.

Notwithstanding any other provision of this AGREEMENT, including any exhibits or attachments incorporated therein, and in order for 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 AGREEMENT. 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 AGREEMENT.

SECTION 12. DELIVERY & ACCEPTANCE

- A. CONTRACTOR shall notify DEPARTMENT in writing when fabrication of ARTWORK is complete and ready to be transported to PROJECT SITE for installation.

- B. DEPARTMENT shall inspect ARTWORK, prior to its transportation to PROJECT SITE, and upon verification of CONTRACTOR's satisfactory fabrication of ARTWORK, DEPARTMENT shall issue RECEIPT OF VERIFICATION to CONTRACTOR.
- C. AGENCY shall prepare PROJECT SITE for safe reception of ARTWORK for installation, wherein all expenses to prepare PROJECT SITE shall be borne by AGENCY unless otherwise specified under this AGREEMENT.
- D. Upon mutual agreement by DEPARTMENT and AGENCY that ARTWORK has been completed and installed satisfactorily, DEPARTMENT shall issue NOTICE OF FINAL ACCEPTANCE to CONTRACTOR and upon DEPARTMENT's acceptance of MAINTENANCE MANUAL submitted by CONTRACTOR, pursuant to SECTION 4, PARAGRAPH N, and CONTRACTOR's submission of RELEASE OF ALL CLAIMS and no fewer than five (5) high-resolution digital image files of installed ARTWORK to DEPARTMENT, CONTRACTOR may submit to DEPARTMENT invoice(s) for payment of any unpaid monies due under this AGREEMENT.
- E. If DEPARTMENT determines that any contractual requirement(s) have not been satisfied, DEPARTMENT shall notify CONTRACTOR in writing within thirty (30) working days of any such determination(s) and withhold issuance of NOTICE OF FINAL ACCEPTANCE until all requirement(s) have been satisfied.

SECTION 13. TITLES IN WORK PRODUCTS

- A. CONTRACTOR shall retain the copyright in and to ARTWORK, as provided by federal law. CITY shall have all and exclusive rights of ownership, possession, and enjoyment of ARTWORK, which shall be single-edition, and upon payment in full, CONTRACTOR shall execute any documents CITY may require to evidence transfer. CITY has sole and exclusive discretion in the use, non-use, and enjoyment of the physical element of ARTWORK, subject to any restrictions contained in this AGREEMENT.
- B. Any and all materials and documents, including but not limited to models, maquettes, drawings, specifications, computations, designs, plans, proposals, digital images, photographs, reports, correspondence, and estimates prepared by CONTRACTOR or subcontractors under this AGREEMENT, are instruments of service and thus shall be owned by CONTRACTOR. At the conclusion of the project, CONTRACTOR shall make available, at CONTRACTOR's discretion, a variety of above-referenced items from which CITY may select one or more to become the property of CITY.
- C. The final ARTWORK shall be unique. CONTRACTOR shall not make any exact duplicate two or three-dimensional reproductions of the final ARTWORK, nor shall CONTRACTOR grant permission to others to do so except with the prior written permission of CITY. However, nothing shall prevent CONTRACTOR from creating future artworks in CONTRACTOR's manner and style of artistic expression.
- D. CONTRACTOR grants CITY and its assigns a nonexclusive irrevocable and royalty-free license to make two-dimensional reproductions of ARTWORK and any ARTWORK-related documentary works for non-commercial purposes, including but not limited to reproductions or transmissions used in media publicity, exhibitions, loans and/or collections management, or photographs. Such reproductions and transmissions may include but not be limited to magazines, books, newspapers, journals, brochures, exhibition catalogues, films, television, video, websites, slides, negatives, printed and electronic media, DVD, CD, computerized retrieval systems, and by all means or methods now known or hereafter invented in connection with standard CITY activities.
- E. CITY's rights under this license include the right to allow productions at PROJECT SITE for commercial and non-commercial movie, television, video, still photography, or any other content or media which image(s) of ARTWORK may appear without further compensation or notification by CITY to CONTRACTOR.
- F. CITY agrees that, unless CONTRACTOR requests to the contrary in writing, all reproductions of ARTWORK shall credit CONTRACTOR and CITY. CONTRACTOR shall make best efforts in any public showing or résumé use of reproductions to acknowledge CITY with the following credit line: "Commissioned by the City of Los Angeles."
- G. CONTRACTOR shall, at CONTRACTOR's expense, cause to be registered with the United States Register of Copyrights, a copyright of ARTWORK in CONTRACTOR's name.

- H. CITY may desire to make reproductions of ARTWORK for commercial purposes including but not limited to t-shirts, postcards, and posters, pursuant to a separate agreement that shall address the terms of the license granted by CONTRACTOR and the royalty, if any, CONTRACTOR may receive.
- I. CONTRACTOR shall not, during the performance of this AGREEMENT, disseminate media publicity of any kind regarding ARTWORK, SCOPE OF WORK, or PROJECT SITE without prior written approval of CITY.
- J. CONTRACTOR represents and warrants that ARTWORK's design and ARTWORK created under this AGREEMENT are either original, do not infringe upon the intellectual property rights of any third party, or are in the public domain. CITY shall not be liable for any third party claims, actions, judgments, costs, or damages of any type associated with ARTWORK design and ARTWORK provided hereunder that result from any infringement upon the intellectual property of any third party. If any third party infringement is claimed prior to CONTRACTOR receiving payment under this AGREEMENT, CITY shall have the right, upon written notice to CONTRACTOR, to withhold such payment until such claim(s) are resolved.
- K. CONTRACTOR hereby grants CITY all necessary legal standing "in CONTRACTOR's shoes" to enforce CONTRACTOR's copyrights and related rights associated with ARTWORK. However, instituting such enforcement action shall not be a duty of CITY but rather an option to CITY absent timely action by CONTRACTOR. CITY's not instituting the enforcement actions shall not be construed as a waiver of any of its rights at law and in equity. Where CITY undertakes CONTRACTOR's duty to enforce against an infringer for want of timely action by CONTRACTOR, CONTRACTOR shall promptly reimburse CITY for actual costs incurred and prevailing, reasonable attorneys' fees arising out of such enforcement efforts ("Enforcement Expenses"), whether the enforcement efforts result in damages or recovery awarded or a settlement. Where CITY is successful in recovering damages from the infringer(s) in such actions, and upon full reimbursement of the Enforcement Expenses to CITY, CITY shall retain two-thirds (2/3) of the gross recovery (without deductions of any kind) and distribute the remaining one-third (1/3) to CONTRACTOR.
- L. All reproductions by CITY shall contain a credit or attribution to CONTRACTOR and a copyright notice in substantially the following form: "Copyright 20XX Stephanie Mercado", to the reasonably possible and appropriate extent, as determined by CITY.
- M. CITY's right of ownership includes the right to remove temporarily or permanently, and store ARTWORK in CITY's sole discretion. Further, nothing shall prevent CITY from altering or modifying ARTWORK by reason of business operations necessity, public safety, national security, federal regulations, or other such requirement. In the event that CITY desires to remove ARTWORK permanently, CITY shall give written notice to CONTRACTOR, pursuant to SECTION 14, and give CONTRACTOR the opportunity for a first right to reintegrate ARTWORK, regain ownership of ARTWORK, or disclaim authorship for reason of public safety, national security, or order(s) of the federal government or a court of competent jurisdiction. For avoidance of doubt, installation of ARTWORK at PROJECT SITE does not create any encumbrances on the land or the real estate thereof.
- N. CITY, at its expense and in consultation with CONTRACTOR, may prepare and install plaque(s) at PROJECT SITE, for the purposes of identifying CONTRACTOR, the title of ARTWORK, and the year of completed ARTWORK installation, and such plaque(s) shall be reasonably maintained, as more fully described in SECTION 17 of this AGREEMENT. CITY shall have discretion regarding the size, material, construction, and placement of such plaque(s), subject to public safety, maintenance, and operational considerations. The cost of such plaque(s) shall not be borne by CONTRACTOR's budget.

SECTION 14. CONTRACTOR'S RIGHTS

- A. CONTRACTOR and CITY acknowledge that CONTRACTOR may have certain rights under the Visual Artists Rights Act (hereinafter "VARA") and the California Civil Code Section 987 (hereinafter "CAPA"). CITY and CONTRACTOR recognize the importance of CONTRACTOR's moral rights of attribution and integrity, as identified in VARA and CAPA. CITY and CONTRACTOR herein address those statutory rights pursuant to this AGREEMENT.
- B. CONTRACTOR shall have the right to claim authorship of ARTWORK. Further, CONTRACTOR shall have the right to prevent the use of CONTRACTOR's name as the author of ARTWORK in the event of physical defacement, mutilation, alteration, or destruction of ARTWORK.

- C. CITY shall, in its sole discretion, have the right to remove, relocate, or otherwise alter or modify ARTWORK at any time. CITY shall provide ninety (90) days' written notice to CONTRACTOR, at CONTRACTOR's last known address, of its intended action affecting ARTWORK. CONTRACTOR acknowledges and understands that the installation of ARTWORK may subject ARTWORK to destruction, mutilation, alteration, or other modification due to the acts of third parties, or to its removal, relocation, conservation, maintenance, storage, or transfer of ownership by CITY.
1. Pursuant to CITY's Administrative Code Section 22.109, no work of art belonging to or in the possession of CITY shall be removed, relocated, or altered in any way without the written approval of COMMISSION.
 2. CITY may exercise the option of contracting with CONTRACTOR, under separate agreement, for the consultation and assistance with any relocation, reintegration, or performance of any other services for the benefit of CITY, CONTRACTOR and ARTWORK.
- D. If CITY, in its sole discretion, determines that ARTWORK presents imminent harm or hazard to the public, CITY may authorize its removal without prior notification to CONTRACTOR.
- E. In consideration of the mutual covenants and conditions in this AGREEMENT, and except as otherwise provided for under this AGREEMENT, CONTRACTOR agrees to waive any right that CONTRACTOR may have under VARA to prevent the removal of ARTWORK, or the destruction, distortion, mutilation, or other modification of ARTWORK arising from, connected with, or caused or claimed to be caused by the removal, conservation, maintenance, storage, or transfer of ownership of ARTWORK by CITY or its agents, officers, employees, or representatives, or by the presence of ARTWORK at PROJECT SITE. CONTRACTOR's VARA rights under this AGREEMENT shall cease with CONTRACTOR's death and shall not extend to CONTRACTOR's heirs, successors, or assigns.
- F. In consideration of the mutual covenants and conditions in this AGREEMENT, CONTRACTOR waives any rights which CONTRACTOR or CONTRACTOR's heirs, beneficiaries, devisees, or personal representatives may have under California Civil Code Section 987 to prevent the removal, defacement, mutilation, alteration, or destruction of ARTWORK.
- G. CITY shall, in its own discretion, have the right to donate, sell, transfer or exchange ARTWORK or ELEMENTS of ARTWORK at any time. CONTRACTOR shall have the right of first refusal. CITY shall provide written notice to CONTRACTOR at CONTRACTOR's last known address, providing CONTRACTOR the opportunity to purchase ARTWORK for an amount equal to either its fair market value as determined by a qualified appraiser or the amount of any offer that CITY has received for the purchase of ARTWORK, whichever amount is greater, in addition to reimbursement to CITY for all costs associated with the removal of ARTWORK from PROJECT SITE, clean-up of PROJECT SITE, and transportation and delivery of ARTWORK to CONTRACTOR. CONTRACTOR shall have ninety (90) days from the date of CITY's notice to exercise the option described herein.
- H. Notwithstanding MAINTENANCE MANUAL submitted by CONTRACTOR, pursuant to SECTION 4, PARAGRAPH N, CITY, in its sole discretion, may determine when and if any maintenance or conservation to ARTWORK shall be made. In the event that such maintenance or conservation results in any substantial alteration, modification, or damage, CONTRACTOR shall have the right to disclaim ARTWORK as CONTRACTOR's creation, and to request that the identification plaque and any attributive references be removed from ARTWORK and reproductions thereof. All maintenance and conservation, whether performed by CONTRACTOR, CITY, or any third party responsible to CONTRACTOR or CITY, shall be made in accordance with professional conservation standards and in accordance with MAINTENANCE MANUAL.
- I. This SECTION is intended to replace and substitute for the rights of CONTRACTOR under VARA and CAPA to the extent that any portion of this AGREEMENT is in direct conflict with those rights. The parties acknowledge that this AGREEMENT supersedes those laws to the extent that this AGREEMENT is in direct conflict therewith.

SECTION 15. CONSTRUCTION DELAYS

- A. If CONTRACTOR is delayed from installing ARTWORK during the term of this AGREEMENT as a result of the construction at PROJECT SITE not being sufficiently complete to permit safe installation of ARTWORK therein, AGENCY shall have two options:
1. Reimburse CONTRACTOR for reasonable storage and any other related costs incurred for the period between the time provided in the schedule for commencement of installation and the date upon which PROJECT SITE is

complete to permit safe installation of ARTWORK, and extend the AGREEMENT for the time necessary to permit full performance of the AGREEMENT.

2. Request CONTRACTOR to transport ARTWORK at the time of completed fabrication to PROJECT SITE or other designated location for storage. Cost(s) to transport ARTWORK to the storage location shall be borne by CONTRACTOR. Cost(s) to transport ARTWORK from storage location to PROJECT SITE, as well as all related storage costs, shall be borne by AGENCY, wherein CONTRACTOR shall mitigate such transportation and storage costs. DEPARTMENT shall provide CONTRACTOR with proof of insurance for the value of ARTWORK as stipulated by CONTRACTOR, not to exceed the value of services to be provided under this AGREEMENT.

SECTION 16. EARLY COMPLETION OF CONTRACTOR SERVICES

CONTRACTOR shall bear any transportation and storage costs resulting from the completion of services hereunder prior to the time provided for in the approved WORK PLAN.

SECTION 17. IDENTIFICATION

DEPARTMENT, at its expense and in consultation with CONTRACTOR, may prepare and install plaque(s), at appropriate location(s), for the purpose of identifying CONTRACTOR, title of ARTWORK, and year of completion of ARTWORK. Such plaque(s) and location(s) shall be subject to the mutual agreement among CONTRACTOR, DEPARTMENT, and AGENCY. Unresolved disputes shall be resolved pursuant to SECTION 26.

SECTION 18. MAINTENANCE, REPAIRS & RESTORATION OF THE WORK

- A. Maintenance: DEPARTMENT and AGENCY recognize that maintenance of ARTWORK on a regular basis is essential to the integrity of ARTWORK. DEPARTMENT and AGENCY shall reasonably assure that ARTWORK is properly maintained and protected, taking into account the instructions of CONTRACTOR as specified in MAINTENANCE MANUAL, and shall reasonably protect and maintain ARTWORK against the ravages of time, vandalism, and the elements, subject to provision of funds by CITY's Mayor and Council for such purposes.
- B. Repairs and restoration: DEPARTMENT shall have the right to determine when and if repairs and restorations to ARTWORK shall be made.

SECTION 19. CONTRACTOR'S ADDRESS

CONTRACTOR shall give written notice to DEPARTMENT of any change(s) in CONTRACTOR's address within five (5) days of such change(s). Failure to do so, thereby causing DEPARTMENT to be unable to locate CONTRACTOR as a result shall be deemed a waiver by CONTRACTOR to any rights under this AGREEMENT.

SECTION 20. TERMINATION OF AGREEMENT

Notwithstanding PSC-9 of APPENDIX A, "Standard Provisions for City Contracts (Rev. 9/22)[v.1]":

- A. DEPARTMENT, by giving fourteen (14) calendar days' written notice to CONTRACTOR, may terminate this AGREEMENT, in whole or part at any time, either for DEPARTMENT's convenience or due to CONTRACTOR's failure to fulfill contractual obligations. Upon receipt of such notice, CONTRACTOR shall:
 1. Immediately discontinue all services affected (unless the written notice directs otherwise).
 2. Deliver to DEPARTMENT all data, drawings, blueprints, specifications, reports, estimates, summaries, and other such information and materials as may have been given to CONTRACTOR by CITY, DEPARTMENT, and/or AGENCY for the performance of work under this AGREEMENT, whether completed or in process.
 3. CONTRACTOR shall transfer ARTWORK, whether completed or in process, and legal title of ownership thereto, to DEPARTMENT.
- B. If termination is for CITY's convenience, DEPARTMENT shall pay CONTRACTOR for reasonable costs accrued by CONTRACTOR, subject to DEPARTMENT's review and written verification.

- C. If termination is due to CONTRACTOR's failure to fulfill contractual obligations, DEPARTMENT may take over the work and administer the same to completion by contract or otherwise. In such case, CONTRACTOR shall be liable to DEPARTMENT for any reasonable costs or damages occasioned to DEPARTMENT thereby. If CITY has paid CONTRACTOR for purchases of labor and/or materials and CONTRACTOR has not purchased all labor and/or materials for ARTWORK prior to such termination, all materials purchase by CONTRACTOR shall become property of CITY, and any unexpended amounts paid to CONTRACTOR for labor and/or materials shall be repaid immediately to CITY.
- D. If after DEPARTMENT issues a notice of termination for CONTRACTOR's failure to fulfill contractual obligations, and DEPARTMENT subsequently determines that CONTRACTOR did not so fail, then such termination shall be deemed effected for DEPARTMENT's convenience, and payment adjustment(s) shall be made by DEPARTMENT, pursuant to PARAGRAPH B of this SECTION.
- E. The rights and remedies of the parties provided in this SECTION are in addition to any other rights and remedies provided by law or under this AGREEMENT.
- F. CONTRACTOR, in executing this AGREEMENT, shall be deemed to have waived any and all claims for damages in the event of DEPARTMENT's termination for convenience as provided in PARAGRAPH B of this SECTION, including in the event that such termination is for DEPARTMENT's convenience, pursuant to PARAGRAPH D of this SECTION.
- G. If CONTRACTOR, due to illness or any other occurrence, becomes unable to render services under this AGREEMENT, this AGREEMENT shall be deemed terminated, unless stipulations have been made in writing by CONTRACTOR for completion of ARTWORK by a third party approved in writing by DEPARTMENT prior to any such written stipulations. If CONTRACTOR has not stipulated any such a third party, DEPARTMENT reserves the right to negotiate with CONTRACTOR's heirs, personal representatives, successors, and/or any party that DEPARTMENT deems suitable to complete ARTWORK.
- H. In the event of CONTRACTOR's death, this AGREEMENT shall automatically terminate and CONTRACTOR's representative shall proceed pursuant to PARAGRAPH A of this SECTION.

SECTION 21. RATIFICATION

At CITY's request, CONTRACTOR has begun performance of the services specified herein prior to execution of this AGREEMENT. CITY acknowledges the services previously performed by CONTRACTOR prior to execution, and so ratifies CONTRACTOR's performance of said services to the extent that such services were performed in accordance with the terms and conditions of this AGREEMENT.

SECTION 22. SUCCESSORS & ASSIGNS

This AGREEMENT shall be binding on the parties hereto and their heirs, executors, administrators, successors, and assigns; provided however, that neither this AGREEMENT nor any part hereof, except for monies previously earned and due to CONTRACTOR, may be assigned to anyone without prior written authorization by DEPARTMENT.

SECTION 23. PROHIBITED INTERESTS

- A. CONTRACTOR warrants that s/he has not employed or retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this AGREEMENT, and has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this AGREEMENT, to any company or person other than a *bona fide* employee working solely for CONTRACTOR. For breach or violation of this warranty, CITY shall have the right to terminate this AGREEMENT without liability.
- B. CONTRACTOR agrees that for the term of this AGREEMENT, pursuant to SECTION 10, no member, officer, or regular employee of CITY, for the duration of such employment or for one (1) year thereafter, shall have any interest, direct or indirect, in this AGREEMENT or any benefit arising therefrom.

SECTION 24. AUDIT & ACCESS TO RECORDS

CONTRACTOR, including all subcontractors, shall maintain records and other evidence of all expenses incurred this AGREEMENT for a period of three (3) years after the termination date of this AGREEMENT, pursuant to SECTION 10. CITY, or any of its duly authorized representatives, for the purpose of audit and examination, shall have access to and be permitted to inspect all such records and other evidence.

SECTION 25. ENGINEERING CONFORMANCE & PROTECTION OF WORK

- A. CONTRACTOR shall coordinate with PROJECT SITE's architect(s) and/or engineer(s) on all related civil, architectural, structural, mechanical, electrical, and other issues as needed to ensure conformance of ARTWORK, and/or any part thereof, to all professional safety and material standards.
- B. CONTRACTOR shall bear all costs for any reasonable civil architectural, structural, mechanical, and/or electrical requirements, and safety and/or material tests as required by CITY for ARTWORK, and/or any part thereof.

SECTION 26. DISPUTES & REMEDIES

- A. All claims, disputes, and any other matters in question between CITY and CONTRACTOR arising out of or relating to this AGREEMENT or its breach, shall first be brought to DEPARTMENT'S attention.
- B. All disputes which have not been resolved by mutual agreement between DEPARTMENT and CONTRACTOR shall be reviewed by DEPARTMENT in consultation with AGENCY, wherein CONTRACTOR shall submit a written explanation of all unresolved issue(s) to DEPARTMENT's General Manager. Upon receipt of CONTRACTOR's written explanation and upon consultation with AGENCY's General Manager, within sixty (60) calendar days of receipt of said explanation, DEPARTMENT's General Manager shall render a final decision in writing to CONTRACTOR.
- C. CITY's rights and remedies under this AGREEMENT are in addition to any other rights and remedies provide by law.

SECTION 27. COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12)

CONTRACTOR, subcontractors, and subcontractor principals performing work under any CITY contract valued at \$100,000 or more and that requires approval of elected CITY official(s), are obligated to comply fully with CITY's Charter Section 470(c)(12) and related ordinances regarding limitations on campaign contributions and fundraising for certain elected CITY officials or candidates for elected CITY office positions. Additionally, CONTRACTOR is required to provide and update certain information with CITY as specified by law. Any contractor subject to CITY Charter Section 470(c)(12) shall include the following notice in any subcontract in which the subcontractor is expected to receive at least \$100,000 to perform work under said subcontract:

"Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions: As proved in City of Los Angeles Charter Section 470(c)(12) and related ordinances, you are a Subcontractor under a City of Los Angeles Contract and, pursuant to 470(c)(12), all Subcontractors and Subcontractor Principals under City Contracts are prohibited from making campaign contributions and fundraising for certain elected City officials for candidates seeking elected City office positions, for a term of twelve (12) months after the execution of the City Contract under which you are a subcontractor. Subcontractors are required to provide names and contact information for Subcontractor Principals must be proved to CITY contractor within five (5) business days of the execution of this Subcontract, and Subcontractors must update this information upon any such change during the stated twelve-month term. Failure to comply with 470(c)(12) or related ordinances may result in termination of this City Contract or any other available legal remedies, including fines. Detailed information about these restrictions may be accessed through the City Ethics Commission's website at <http://ethics.lacity.org/>, or by calling (213) 978-1960. Contractors, Subcontractors, and Subcontractor Principals must comply with these requirements and limitations. Violations of this provision shall entitle the City to terminate this City Contract and pursue any and all legal remedies that may available."

SECTION 28. ENTIRE AGREEMENT

- A. This AGREEMENT includes sixteen (16) pages and one (1) appendix, which constitute the entire understanding and agreement of the parties.
- B. This AGREEMENT integrates all the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the services to be provided.

- C. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this AGREEMENT.
- D. This AGREEMENT may be executed in one or more counterpart(s), 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 portable document format (PDF) or another electronic format designated by CITY and sent by e-mail, shall be deemed original signatures.
- E. 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 AGREEMENT take precedence, followed by APPENDIX A, “Standard Provisions for City Contracts (Rev. 9/22) [v.1]”.

SECTION 29. MODIFICATION

No alteration, change, or modification of the terms of this AGREEMENT shall be valid unless made in writing and signed by both parties hereto and approved by appropriate action of CITY.

—SIGNATURE PAGE TO FOLLOW—

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

CITY OF LOS ANGELES

STEPHANIE MERCADO



BY: Alma Miranda for
DANIEL TARICA
GENERAL MANAGER
DEPARTMENT OF CULTURAL AFFAIRS

DocuSigned by:
Stephanie Mercado
BY: STEPHANIE MERCADO
ARTIST

DATE: 7/28/2023

DATE: 7/26/2023

APPROVED AS TO FORM AND LEGALITY:
HYDEE FELDSTEIN SOTO, CITY ATTORNEY

ATTEST:
HOLLY L. WOLCOTT, CITY CLERK

BY: Tanea Ysagurre
TANEA YSAGURRE
DEPUTY CITY ATTORNEY

BY: Amil G. 
DEPUTY CITY CLERK

DATE: 7/31/23

DATE: 08/01/2023

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 9/22) [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. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

PSC-45. 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: Stephanie Mercado

Date: 04/19/2023

Agreement/Reference: L.A. Dept. of Cultural Affairs Personal Services Agreement (max. \$56,170), Interior/Exterior Mural at Reseda Skate Facility, Term: 1/19/2023 - 1/18/2026

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
<hr/>	
<input checked="" type="checkbox"/> Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u>
	EL <u>\$1,000,000</u>
<input type="checkbox"/> Waiver of Subrogation in favor of City	
<input type="checkbox"/> Longshore & Harbor Workers	
<input type="checkbox"/> Jones Act	

<input checked="" type="checkbox"/> General Liability <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	<input type="checkbox"/> Sexual Misconduct
<input type="checkbox"/> Fire Legal Liability	
<input type="checkbox"/>	

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)

<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"/>

Pollution Liability

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

Crime Insurance

Other: Submitted to Becky Snodgrass at LA Cultural Affairs, (213) 202-5519, 4/19/2023.
**Insurance certificate(s) MUST be submitted on the City's KwikComply site: <https://kwikcomply.org/>
**No imposed requirement for automobile insurance-- contractor must at least comply with State of California automobile liability laws.
**If contractor has no employees and decides to not cover themselves for Workers' Compensation, complete the attached waiver form and send to: cao.insurance.bonds@lacity.org



ENGINEERING
CITY OF LOS ANGELES



RESEDA SKATE FACILITY



ENGINEERING
CITY OF LOS ANGELES

BOB BLUMENFIELD
COUNCIL MEMBER



RESEDA SKATE FACILITY

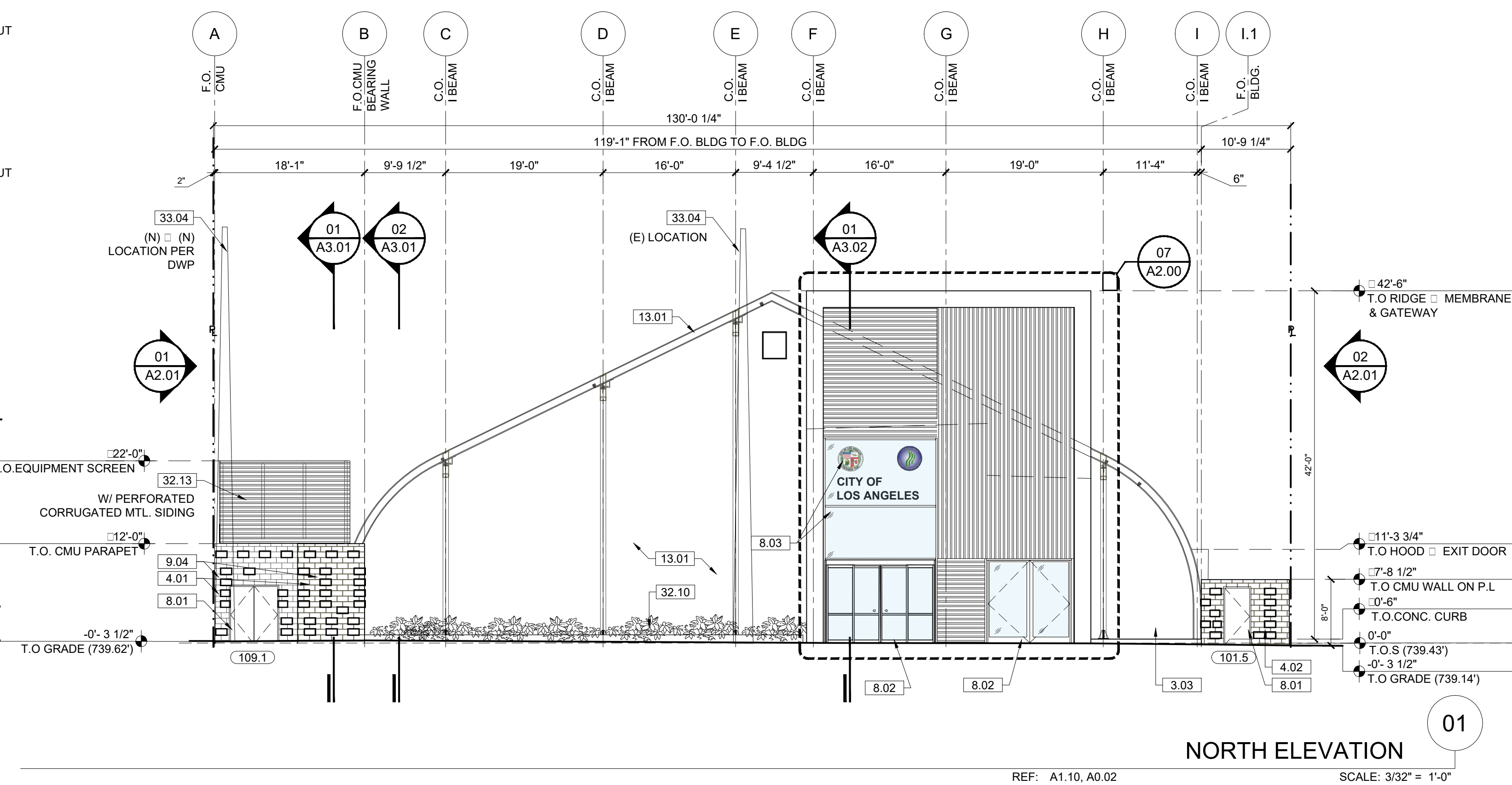
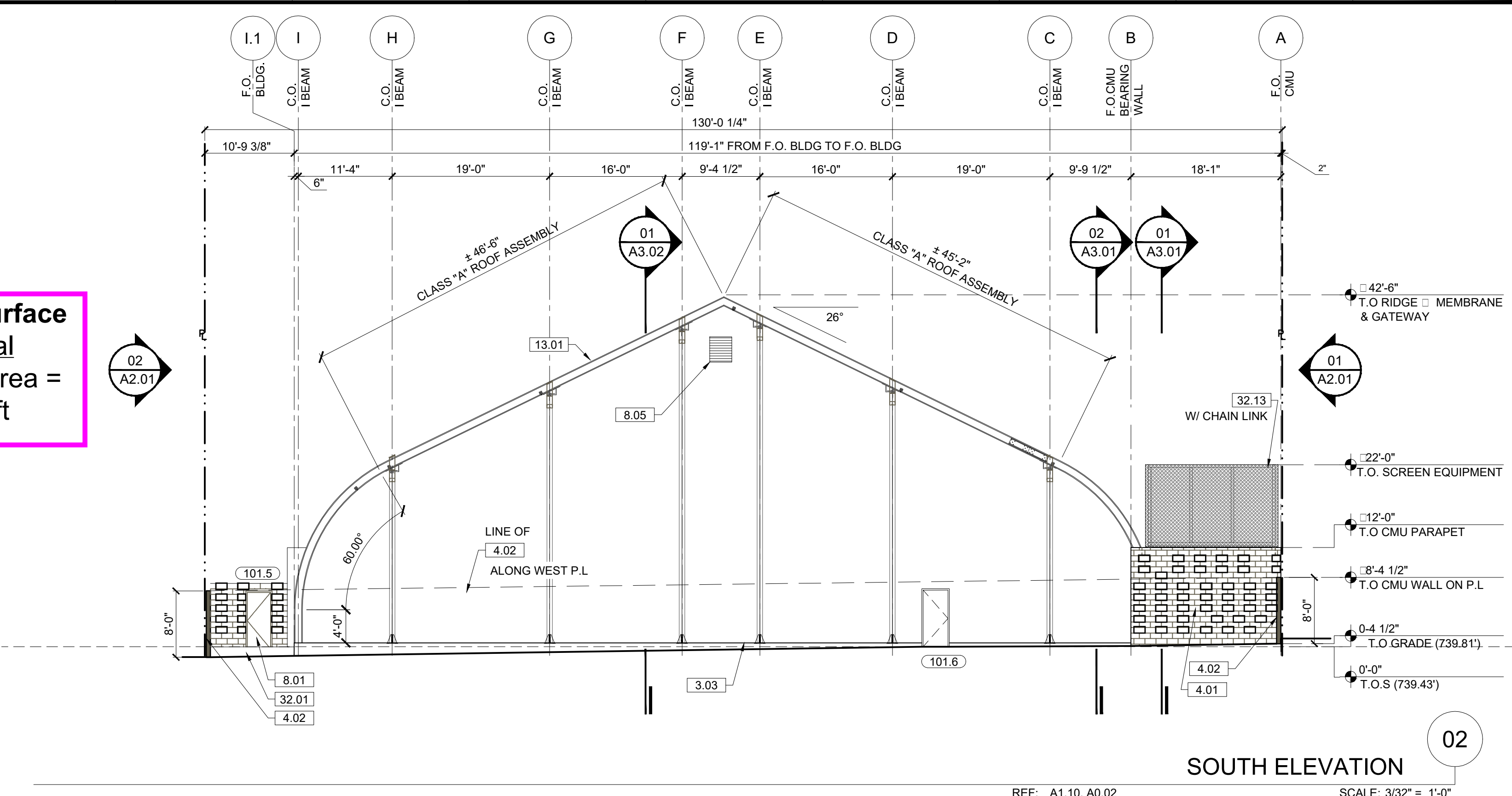
NOTE: TOP OF GATEWAY SHALL MATCH THE RIDGE OF MEMBRANE STRUCTURE. CONTRACTOR SHALL ALERT THE ARCHITECT IF THE HEIGHT OF THE MEMBRANE STRUCTURE NEEDS TO BE DIFFERENT THAN WHAT IS SHOWN ON THE PLANS AND COORDINATE ADJUSTMENTS NEEDED ON THE HEIGHT OF THE GATEWAY/CUTOUT OF MEMBRANE STRUCTURE FOR THE GATEWAY.

Exterior Façade Surface
corrugated metal
combined surface area =
approx 770 sq ft

16' 1/4" high x 14' 3/4" long

30' 2 1/4" high x 15' 11 1/4" long

10' high x 6' long



GATEWAY ELEVATION

SOUTH ELEVATION

NORTH ELEVATION

- KEYNOTES**
NOTE: ITEMS IDENTIFIED ARE TYPICAL TO ALL LIKE ITEMS UNLESS NOTED OTHERWISE.
- 01 - GENERAL REQUIREMENTS**
02 - NOT USED
 - 03 - CONCRETE**
3.01 CONC. SLAB ON GRADE PER STRUCT'L.
3.02 CONC. O/MTL. DECK PER STRUCT'L.
3.03 CONC. CURB
3.04 CONC. FOOTING PER STRUCT'L.
3.05 CONC. PAVING PER CIVIL DWGS.
3.06 CONC. SIDEWALK PER CIVIL DWGS.
3.07 CONC. PAD
 - 04 - MASONRY**
4.01 CMU BLDG. WALL
4.02 CMU SITE WALL W/ 2" CMU CAP.
 - 05 - METALS**
5.01 STL. COLUMN PER STRUCT'L. PTD.
5.02 STL. BEAM PER STRUCT'L. PTD.
5.03 HSS POST PER STRUCT'L. PTD.
5.04 HSS BEAM PER STRUCT'L. PTD.
5.05 MEMBRANE STRUCTURE I-BEAM.
5.06 MTL. DECK.
5.07 MTL. GUARD RAILING.
5.08 MTL. STUD WALL.
 - 06 - WOOD AND PLASTICS**
 - 07 - THERMAL & MOISTURE PROTECTION**
7.01 W.P. MEMBRANE PER DETL. & SPECS.
7.02 SINGLE PLY PVC ROOFING PER SPECS.
7.03 R-21 RIGID INSULATION W/ WALLS.
7.04 UNDERSLAB MOISTURE VAPOR BARRIER.
7.05 ROOF DRAIN AND OVERFLOW.
 - 08 - OPENINGS (SEE DOOR/WINDOW SCHED)**
8.01 STL. DOOR & FRAME, PAINTED.
8.02 CLR. ANODIZED ALUM. STOREFRONT DOOR.
8.03 CLR. ANODIZED ALUM. STOREFRONT WINDOW.
8.04 CLR. HARDWARE SET PER SCHED.
8.05 EXTERIOR WALL LOUVER.
8.06 EXTERIOR WALL VENT WITH CAP.
8.07 ROLLING STL. DOOR & FRAME.
8.08 ICE RINK GATES.
8.09 OVERHEAD GLASS DOOR.
8.10 ACCESS PANEL, COLOR TO MATCH ADJACENT MATERIAL.
8.11 ROOF ACCESS HATCH.
 - 09 - FINISHES (SEE FIN. SCHED)**
9.01 5/8" TYPE 'X' GYP. BD., PROVIDE 'WET RATED' AT BATHROOMS, PAINT.
9.02 CONC. FLR. SEAL PER FIN. SCHED.
9.03 RUBBER FLR. PER SPECS.
9.04 PAINT PER SPECS.
9.05 REVEAL PER DETAILS.
9.06 GRAFITTI COATING, TYP. □ ALL EXTERIOR SOLID WALLS.
9.07 GLAZED FINISH ON CMU.
9.08 CERAMIC TILE.
 - 10 - SPECIALTIES**
10.01 MIRROR PER SPECS.
10.02 SIGNAGE.
10.03 TOILET PAPER ROLL HOLDER PER ACCESSORY SCHED.
10.04 GRAB BAR.
10.05 COAT HOOK.
 - 11 - EQUIPMENT/APPLIANCES (SEE EQMT. SCHED)**
 - 12 - FURNISHINGS**
12.01 BICYCLE RACKS FOR SHORT-TERM BIKE PARKING.
12.02 DASHBOARD.
12.03 BENCH.
 - 13 - SPECIAL CONSTRUCTION**
13.01 MEMBRANE STRUCTURE.
 - 14 - CONVEYING (NOT USED)**
 - 21 - FIRE SUPPRESSION**
21.01 FIRE EXTINGUISHER.
21.02 FIRE SPRINKLER HORIZ. MAIN (SEE DIAGRAM)
21.03 FIRE SPRINKLER VALVE ASSEMBLY
21.04 FIRE DEPT. MAIN CONNECTION □ FRONT OF PROJECT. LAFD SHALL APPROVE FINAL LOCATION.
21.05 FIRE SPRINKLER HEAD.
 - 22 - PLUMBING**
 - 23 - HEATING, VENTILATING, AND AIR-CONDITIONING**
23.01 HVAC UNIT PER MECH.
23.02 AIR REGISTER WALL MOUNTED.
23.03 CEILING AIR REGISTER.
23.04 MAKE UP AIR LOUVER PER MECH. DWGS.
 - 25 - ELECTRICAL**
25.01 ELEC. PANEL PER PLANS & SCHED.
25.02 EXTERIOR LIGHT PER SCHED.
25.03 INTERIOR LIGHT PER SCHED.
 - 27 - COMMUNICATION**
 - 28 - ELECTRONIC SAFETY AND SECURITY**
28.01 SMOKE ALARM.
28.02 SECURITY CAMERA.
28.03 FIRE ALARM MAIN PANEL.
 - 31 - EARTHWORK**
31.01 APPROVED COMPACT FILL PER GEO & SOIL ENGINEER REPORT.
 - 32 - EXTERIOR IMPROVEMENTS**
32.01 ASPHALT PAVING PER CIVIL.
32.02 GRAPHICS/PAINT.SEE LAND. DWGS.
32.03 STORMWATER MANAGEMENT PER CIVIL DWGS.
32.04 STL. SECURITY GATE, PTD.
32.05 STL. SECURITY FENCE, PTD.
32.06 EXTERIOR AREA DRAINS.
32.07 BENCH.
32.08 TRENCH DRAIN.
32.09 TREE, SEE LANDSCAPE DWGS.
32.10 PLANTING, SEE LANDSCAPE DWGS.
32.11 (N) CONCRETE SIDEWALK, CURB, GUTTER PER CITY OF LA STANDARDS.
32.12 (N) CONC. APRON & DRIVEWAY CURB CUT PER CITY OF LA STANDARDS.
32.13 EQUIPMENT SCREEN.
32.14 CONC. WALL □ SITE FENCE.
 - 33 - UTILITIES**
33.01 WATER METER.
33.02 ELECTRICAL TRANSFORMER W/ BOLLARDS AS REQ'D.
33.03 ELECTRICAL METER.
33.04 POWER POLE.

ENGINEERING
CITY OF LOS ANGELES

LICENSED ARCHITECT
LAWRENCE SCARPA
C 21812
REN. 10/31/2023
STATE OF CALIFORNIA

BUREAU OF ENGINEERING
VERTICAL CONTROL:
HORIZONTAL CONTROL:

DEPARTMENT OF PUBLIC WORKS
NO. REVISIONS: 4
DATE: 4/28/22
ADDENDUM - 4

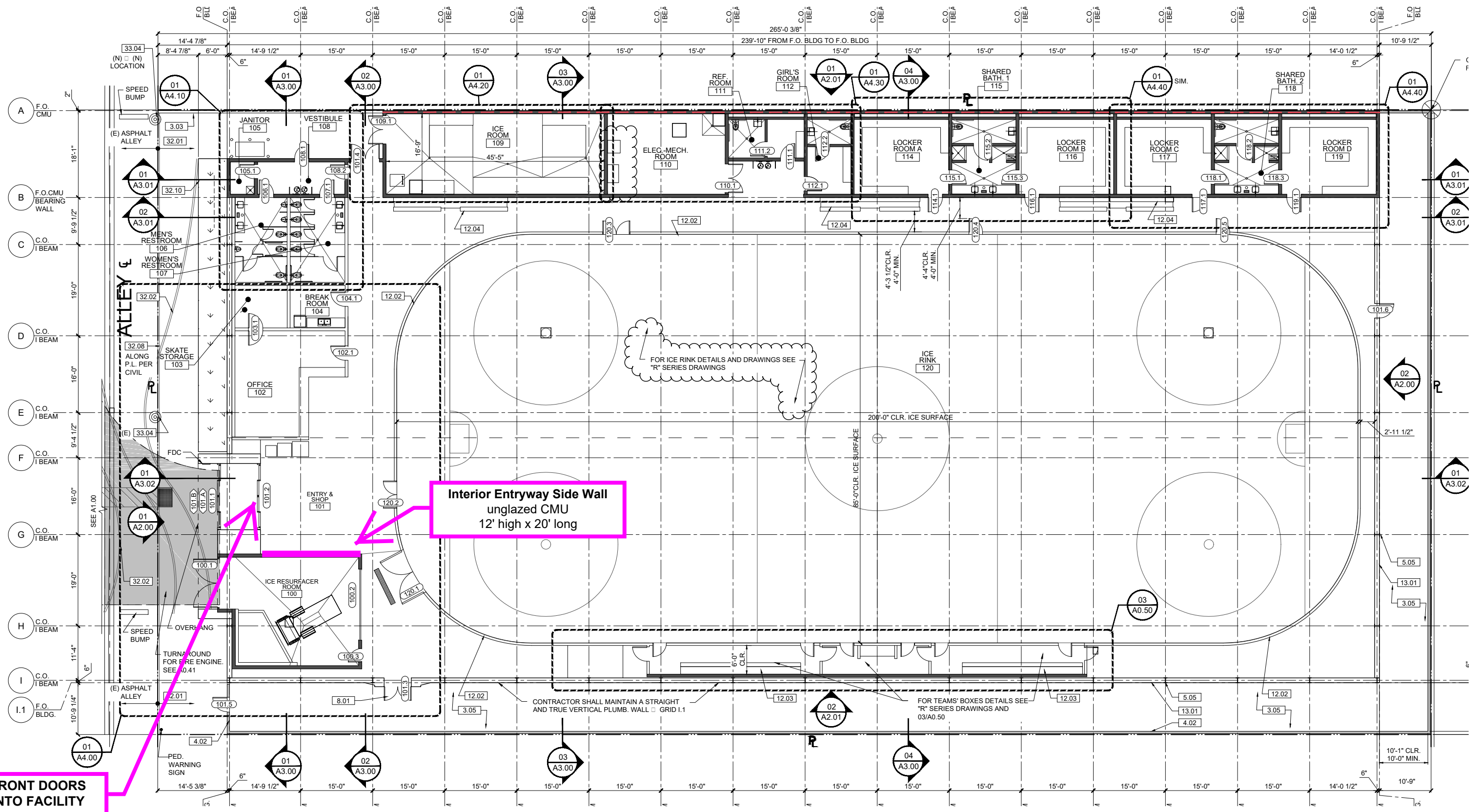
CITY ENGINEER
GARY LEE MOORE, P.E., ENV SP
DESIGN GROUP

ENGINEER: LARRY SCARPA
DESIGNED BY: LARRY SCARPA
DRAWN BY: ELEUTHERIA STANIOI
CHECKED BY: LARRY SCARPA
APPROVED BY: STEVEN FIERCE, AIA, PRINCIPAL ARCHITECT

PROJECT: RESEDA SKATE FACILITY
ADDRESS: 18210 SHERMAN WAY, RESEDA CA 91335

SHEET ORDER NO.
E170121B

SHEET NAME
A2.00
SHEET 46 OF 230 SHEETS



FRONT DOORS INTO FACILITY

**Interior Entryway Side Wall
unglazed CMU
12' high x 20' long**



RESEDA SKATE FACILITY

CITY OF LOS ANGELES

CALIFORNIA

CULTURAL AFFAIRS COMMISSION

ROBERT VINSON
PRESIDENT

NATASHA CASE
VICE PRESIDENT

TRIA BLU WAKPA
THIEN HO
RAY JIMENEZ
ASANTEWA OLATUNJI
CHRISTINA TUNG



KAREN R. BASS
MAYOR

DEPARTMENT OF CULTURAL AFFAIRS

201 NORTH FIGUEROA ST, SUITE 1400
LOS ANGELES, CA 90012
213.202.5500 TEL
213.202.5513 FAX
culturela.org WEB

DANIEL TARICA
GENERAL MANAGER

MINUTES

CULTURAL AFFAIRS COMMISSION

REGULAR MEETING

WEDNESDAY, NOVEMBER 13, 2024 @ 1:30 P.M.

Meeting presentations will be made available:
201 N. Figueroa Street, Suite 1400, Los Angeles, CA 90012

DEPARTMENT OF CULTURAL AFFAIRS

Presentations: tinyurl.com/2s3k2zmk

COMMISSION MEMBERS:

Robert Vinson, President
Natasha Case, Vice President
Tria Blu Wakpa
Thien Ho
Ray Jimenez
Asantewa Olatunji
Christina Tung

ADMINISTRATIVE STAFF:

Daniel Tarica, General Manager
Chris Concepción, Assistant General Manager
Haroot Avanesian, Architectural Associate II
Stella Belgarde-Scranton, Commission Assistant

DEPUTY CITY ATTORNEY – Tanea Ysaguirre

CULTURAL AFFAIRS COMMISSION'S BASIC RULES & BYLAWS

MEETINGS - The Commission shall meet regularly on the second Wednesday of each month in person at 201 North Figueroa Street, Suite 1400, Los Angeles, California, 90012 and hear public comments at 1:30 p.m. **AGENDAS** - Agendas contain a brief description for those items to be considered, and recommendations by staff on what actions to take on architectural and public art submissions. Please note that the Commission may exercise its discretion to take action on any action item, up to and including final approval, regardless of what is noted as a staff recommendation. Commission Agendas are available on the City's World Wide Web Home Page site on the internet at: www.lacity.org click on "Meetings and Agendas" to access.

QUORUM - Four members of the Commission constitute a quorum for the transaction of business. Some items on the Agenda may be approved without any discussion.

NEIGHBORHOOD COUNCIL - Board and Commission Meetings. The agenda for each City Board or Commission meeting shall contain an agenda item for a Neighborhood Council representative to provide the Neighborhood Council's formal position on any matter listed on the agenda for that Board or Commission meeting. The Neighborhood Council representative shall provide the Board or Commission with a copy of the Neighborhood Council's Resolution or Community Impact Statement. The agenda item for the Neighborhood Council's formal position should be listed on the agenda in an order that ensures prompt consideration of the Neighborhood Council position and should be listed separately from general public comment. In the chair's discretion at the City Board or Commission meeting, the Neighborhood Council representative may be asked to have a seat at the table typically reserved for City staff and may provide the Neighborhood Council representative more comment time than allotted to members of the general public.

PUBLIC INPUT AT COMMISSION MEETINGS - An opportunity for the public to address the Commission on Agenda items or other items germane to the business of the Commission will be provided before or during consideration of the item. These procedures will be in effect until further notice. A speaker will be limited to three (3) minutes to speak on public interest items. **ACCESSIBILITY** - Sign Language Interpreters, Communication Access Real-Time Transcription (CART), Assistive Listening Devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting/event you wish to attend. Due to difficulties in securing Sign Language Interpreters, five or more business days' notice is strongly recommended. For additional information, please contact Stella Belgarde-Scranton at (213) 202-5509.

FINALIZATION OF COMMISSION ACTIONS - In accordance with the City Charter, actions that are subject to Section 245 become final after the expiration of the next five meeting days of the City Council during which the Council has convened in regular session and that if Council asserts jurisdiction during this five-day meeting day period, the Council has 21 days thereafter in which to act on the matter. This Agenda is available on the Internet at: www.lacity.org.

Notice to Paid Representatives

AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER



I. WELCOME

II. ROLL CALL

Robert Vinson, Present
Natasha Case, Present
Tria Blu Wakpa, Absent
Ray Jimenez, Present
Christina Tung, Present
Thein Ho, Present
Asantewa Olatunji, Absent

III. NEIGHBORHOOD COUNCIL REPRESENTATIVE

Discussion with Neighborhood Council representatives on any Neighborhood Council Resolution or Community Impact Statement filed with the City Clerk which relate to any agenda item listed or being considered on this agenda for the Cultural Affairs Commission.

None

IV. PUBLIC COMMENT ON NON-AGENDA ITEMS GERMANE TO THE BUSINESS OF THE COMMISSION

None

V. PUBLIC COMMENT GERMANE TO THE AGENDA ITEMS

None

VI. APPROVAL OF MINUTES – ACTION ITEMS

A. Minutes: Regular Meeting – October 9, 2024

Commissioner Case moved to approve Item VI. A. and Commissioner Jimenez seconded. Item VI. A. was unanimously approved.

VII. ARCHITECTURAL SUBMISSIONS - ACTION ITEMS

Review and possible action to approve conceptual and/or final design for the following Architectural Projects and Above Ground Facilities (AGF):

A. AGF AT THE VENICE MEXICAN AMERICAN TRAQUERO MONUMENT

Location: Windward Circle, (Windward Avenue & Main Street) Venice, CA 90045

Engineer, Designer: Paola Pini

City Project Manager: Tao Yang, Bureau of Engineering

Valuation: \$650,000

Fee: \$300

Approval Requested: Final

History: Tabled from 10-9-24

On October 9, 2024, the Commission requested the applicant to look into installing the GF underground or placing the AGF behind one of the existing bollards around the circle, to ensure protection of the AGF and to avoid the need for additional bollards.

Haroot Avanesian, DCA Staff Architect, introduced Laura Ceballos, project representative. As indicated above, the approval of the AGF was tabled in October, due to outstanding questions and follow up.

Commissioner Vinson stated the Commission's recommendation was to move the AGF behind the bollards.

Ms. Ceballos informed the Commission that the box would not be able to be placed underground. Instead, Mexican Sage and rosemary bushes would be placed around the AGF. She also submitted documents from the Department of Water and Power, which indicated the AGF could not be placed underground.

Commissioner Vinson asked if any other plants would be removed or added. Additionally, Commissioner Case asked if the plants would be mature plants or baby plants? Ms. Ceballos stated the plants could be mature if required or necessary for the AGF.

Commissioner Ho asked whether the purpose of the bollards were to protect the monument, or to maintain the aesthetics of the monument. Ms. Ceballos responded that it would protect the monument from vehicles and motorcycles if there was an accident.

Commissioner Vinson moved to approve Item VII. A. for final approval and Commissioner Case seconded. Item VII. A. was unanimously approved.

B. AT&T AGF: EL0059 MODIFICATION

Location: 3601 Sapphire Drive, Encino CA 91436

Engineer, Designer: Chris S. Lee

Contact Person: Stella Shih

Valuation: \$60,000

Fee: \$140

Approval Requested: Conceptual & Final

Summary:

An Above Ground Facility permit for modification of an existing AT&T wireless telecommunication facility on public ROW; to upgrade and maintain wireless communication services to AT&T customers inclusive of voice, data, streaming, GPS within a specific area by modification of antennas and associated equipment.

Haroot Avanesian, DCA Staff Architect, introduced Stella Shih with AT&T Wireless to present on this item, modifying the antenna to implement new technology. The width of the antenna will be larger than the current one in place.

Commissioner Vinson asked if the Council Office had provided any recommendations for this project and acknowledged that this change makes enhancements to the project. He inquired whether they could make it better suited to the neighborhood, including adding plants to camouflage the antenna and poles.

Commissioner Ho mentioned that the pole was not aesthetically pleasing, and if they could have it blend better in the with the neighborhood.

Ms. Shih informed the Commissioners that the original project had the pole underground, however, now they will place the pole above ground.

Commissioner Ho asked if there are other feasible options for the project? Mr. Avanesian informed the Commission that the changing out of the antenna does not normally come to Commission.

Commissioner Vinson requested to table the project until further input and consideration the community could be received to apply the suggested recommendations from the Commission.

C. NATURAL GAS MONITORING PANEL (SEPULVEDA & ROYAL HILLS) AGF

Location: 3501 Sepulveda Boulevard, Los Angeles CA 91436

Engineer, Contractor: SUN Engineering Services. Inc.

Contact Person: Lia Firer-Sherwood

Valuation: \$140,000

Fee: \$140

Approval Requested: Conceptual & Final

Summary:

To improve public safety, increase system reliability, and provide the framework for more efficient planning, SoCal Gas will enhance selected Gas Distribution Regulator Stations with real-time monitoring capabilities. These enhancements will enable the Gas Operations Control Center monitoring staff to accelerate the recognition, response, and remediation of incidents on the gas distribution pipeline network. These enhancements support the SoCal Gas mission to build the cleanest, safest, and most innovative energy infrastructure company in America. These improvements are made to existing Gas Distribution Regulator Stations, such as this vaulted station located on Sepulveda Blvd and Royal Hills Dr. The Monitoring Panel must be installed close to the existing station for easy communication between an operator standing in the vault and an operator standing at the above ground equipment. Equipment in the panel reads the pressure on the gas pipe at several locations. This data is transferred to the SoCal Gas Control Center via an antenna inside the panel. The equipment cannot be underground because this would block the signal. The panel is 4'-0" tall x 2'-0" x 2'-0", custom designed to fit the required equipment. It is a standard gray color, similar to the cinder block wall behind it, the concrete sidewalk, and other panels nearby.

Haroot Avanesian, DCA Staff Architect, introduced Lia Firer-Sherwood with SUN Engineering. Ms. Firer-Sherwood explained that the AGF will monitor and enhance real-time monitoring in the pipelines in the distribution centers. This project is located on Sepulveda Boulevard and Royal Hills Drive and the AGF will drive utility power to this site.

The enhancement program is called "Control Center Modernization" and it will upgrade the systems from the 1950s to current modernization upgrades. This panel is underground and includes an existing vault with an antenna in the pedestal. It is 4 feet tall by 2 feet depth by 2 feet width.

Commissioner Case recommended to cover the pedestals with plants that are currently there. However, Ms. Firer-Sherwood explained that there is not any greenery or irrigation currently on the site at this time.

Commissioner Vinson requested to staff that they follow up and ensure that the technicians can safely access the vault from the sidewalk and add greenery to the AGF. Commissioner Jimenez moved to approve Item VII. C. and Commissioner Case seconded. Item VII. C. was unanimously approved.

VIII. PUBLIC ART

A. RESEDA SKATE PARK

Location: 18210 Sherman Way, Reseda, CA 91335
Owner: Los Angeles Department of Recreation and Parks
Council District: 3, Councilmember Bob Blumenfield
Artist: Stephanie Mercado
Project Amount: \$56,170 (Prop K)
Recommendation: Conceptual and Final Approval
Staff Contact: Pau Pescador, Arts Manager

Untitled consists of two murals which will be installed at the new Reseda Skate Facility. The first is an exterior mural (30' h x 15' l) on the front facing entrance to the facility. The second is an interior mural (12' h x 20' l), which will be installed in the entryway side wall. The proposed mural designs employ printmaking techniques and collage elements to craft vibrant, eclectic, and dynamic energy that celebrates Reseda, its communities, and the varied skate-sports to be held on-site. The designs include California native flowers and the Reseda Odorata, the fragrant flower after which the neighborhood of Reseda is named. The mural also includes traditional textile patterns that preserve and convey cultural narratives through intricate embroideries and vibrant prints and sports uniforms. The goalie helmet depicted on the façade is a testament to this, blending diverse visual languages from textiles and ancient architecture. This artistic choice pays homage to the strength and resilience of indigenous and Latinx communities, with the sun pattern specifically honoring the indigenous peoples of the San Fernando Valley.

Pau Pescador, DCA Arts Manager, introduced the item and described that the Department issued an RFQ in 2022 for this project, and in January 2023, Stephanie Mercado was selected as the artist. The Department has worked with the Department of Recreation and Parks and this is one of three projects of the Request for Quote (RFQ). The project includes a mural in front of the ice-skating rink that will include ice-skating and hockey activities. The project has palm trees and provides a representation of the artist and community. The mural pays homage to Reseda being an agriculture town. The Los Angeles Kings will manage and maintain the ice-skating rink.

The artist has included textiles, cassette tapes, CDs and microphone to pay homage to the 1970s and 1980s and the influence of the community has had on the music industry.

Commissioner Tung moved to approve Item VIII. A. and Commissioner Case seconded. Item VIII. A. was unanimously approved.

B. PIO POCKET PARK

Location: 694 S. Oxford Avenue, Los Angeles, CA 90005
Owner: Los Angeles Department of Recreation and Parks
Council District: 10, Councilmember Heather Hutt
Artist: Mandy Palasik Studio
Project Amount: \$47,000 (Prop K)
Recommendation: Conceptual and Final Approval
Staff Contact: Pau Pescador, Art Manager

Bloom consists of a set of interactive and playful sculptures that activate the pathway from the Pio Pico Park to the Pico Pio Library. Inspired by the diverse blend of Asian and Latin American cultures in the Koreatown community, the design integrates cultural symbolism and craft in nature-inspired form. Softening the Brutalist architecture of the Pio Pico Library while complimenting the linear motifs and color palette of the proposed park design, the delicate steel-framed sculpture consists of an organic concave geometry that mimics a floral bloom. The 48" diameter concave structure references that of the Papasanchair (bowl or moon chair), originating in Southeast Asia and made popular in the United States by returning WWII Veterans. The undulating perimeter of the structure will connect to the inner base by a series of sculpted steel rods. The influence of the simplistic and lightweight design of the Mexican Acapulco chair, with ties to early Mayan hammocks, is evident in the radial steel rods that form the structural frame. The proposed colorful patterns of the sculpture reflect the linear weave patterns of traditional hand-woven Salvadoran hammocks.

Pau Pescador, DCA Art Manager introduced Mandy Palasik with Mandy Palasik Studio. Pau worked with artist and the Community in Koreatown and Bureau of Engineering (BOE). The goal was to create movable structures and create a blend of cultures, inspired by the Latino and Korean blends of the community.

The artist is planning at least two sculptures to be completed.

Commissioner Ho recommended having ADA access for park participants wanting to use the park and sculptures.

Commissioner Case said this project would brighten the community.

Commissioner Case moved to approve Item VIII. B. and Commissioner Jimenez seconded. Item VIII. B. was unanimously approved.

C. PIO POCKET PARK

Location: 694 S. Oxford Avenue, Los Angeles, CA 90005
Owner: Los Angeles Department of Recreation and Parks
Council District: 10, Councilmember Heather Hutt
Artist: RFX1
Project Amount: \$47,000 (Prop K)
Recommendation: Conceptual and Final Approval
Staff Contact: Pau Pescador, Art Manager

Untitled consists of two exterior murals. The first mural will wrap around the elevator

tower, roughly 1100 square feet (sq. ft.), which connects the parking structure to the Pio Pico Park, and the second mural will be installed along both walls of the "mouth" of the parking garage entrance. The second mural is roughly 500 sq. ft. with about 250 sq. ft. on each side of the ramp. The murals have three layers: the sun, the flora, and the fauna. All three layers will intersect each other to create new shapes and colors. The flora would consist of the national flowers of each country, and plants found in those countries that have a strong importance. The animals chosen are animals that are significant to these cultures, and few of which are mythical creatures.

Pau Pescador, DCA Arts Manager, introduced the artist RFX1. The project consists of two exterior murals and was discussed at a Community meeting with Council District 10 and the Bureau of Engineering in October 2024. The project consists of a mural on a wall that leads from the entrance of the parking lot to the elevator and ground level of the building.

RFX1 designs murals with influences from South Korea and inspiration from the community of Aztec, Bangladeshi, and Pakistani culture for the design of the artwork. The artist also included animals from each culture.

Pescador informed the Commission that the artwork will have anti-graffiti treatment to protect it and ensure its longevity. DCA will work with BOE on the project.

Commissioner Ho moved to approve Item VIII.C. and Commissioner Jimenez seconded. Item VIII. C. was unanimously approved.

IX. STREET LIGHTING SUBMISSIONS – ACTION AND CONSENT ITEMS

Review and possible action to approve the design of street lights at the following locations:

1. Matching Street Lights

A. WESTERN GAGE TRAFFIC CALMING

CPA: South Los Angeles
Zone: C2-1-CPIO
Install: 1-CD-953C
Relocate: 1-CD-953C
Work Order No: BR-00502
Valuation: \$20,000
Fee: \$100
Receipt No. APD 001271

Commissioner Vinson requested that all street lighting items to be taken on consent and he moved to approve Item IX. 1A. and Commissioner Ho seconded. Item IX. 1A. was unanimously approved.

2. NON-MATCHING

A. BROADWAY HISTORICAL THEATER DISTRICT IMPROVEMENT: 6TH TO 8TH

CPA: Central City
Zone: C5-4D-CDO-SN
Install: (2) CD-954, (17) Llewellyn S5, (1) 19-4-100, (1) 17-3-100
Relocation: (4) 40' Davit
Removal: (6) 15' "Gardco" Round Aluminum Pole, (2) 40' Davit
Work Order No: BF- 002481, WO# E1908489
Valuation: \$394,000
Fee: \$200
Receipt No: APD 001270

B. BROADWAY HISTORICAL THEATER DISTRICT IMPROVEMENT: 8TH TO 9TH

CPA: Central City
Zone: C5-4D-CDO-SN
Install: (1) CD-954, (10) Llewellyn S5
Relocation: (4) 40' Davit
Work Order No: BF- 002481, WO# E1908057
Valuation: \$246,000
Fee: \$160
Receipt No: APD 001270

Haroot Avanesian, DCA Architect, introduced representatives from Arief Naftali, PSOMAS, to discuss the proposed new lighting to help enhance and make the Central City area more pedestrian friendly with walking corridors. George Huang, with Bureau of Engineering (BOE) discussed changing the lighting to LED lighting.

Commissioner Vinson asked about the material of the globes of the light posts to ensure safety for the pedestrians. BOE shared that they are upgrading the lights throughout the Broadway corridor.

Commissioner Case moved to approve Item IX. 2A.-B. and Commissioner Ho seconded. Items IX. 2A. –B. were unanimously approved.



CD 953



CD 954



LLEWELLYN S5

X. GENERAL MANAGER’S REPORT

ORAL REPORT

The General Manager will provide a brief overview of the state of the Department.

Daniel Tarica, DCA General Manager, shared gratitude to DCA’s architecture team and thanked Haroot for returning to the department to support this work.

DCA celebrated many Dia de las Muertos events at its arts centers and will be joining the City Council to kick off Native American Heritage month, as it was postponed from November 1st to November 22nd.

DCA will be celebrating its staff with the End of Year/Staff Appreciation celebration on December 10th at the Expo Center and the Commissioners are invited to attend.

The Department will be hosting many great events, exhibitions, and will be kicking off winter class registration in the coming month, including:

“Walking in our Light” at the TAXCO Performing Arts Center.

“The 44th Black Doll Exhibit” at Williams Grant Still Art Center.

“No Ho Ho Hollywood Film Fest” at the Lankershim Arts Center.

Mr. Tarica shared that DCA is working with the Mayor’s Office and City Council and the community to kick off the next phase of the City’s work on the cultural components of the 2028 Olympic and Paralympic Games. DCA will be working with LA28, as well as Los Angeles County’s Department of Arts and Culture to tell the story of Los Angeles. The Department has been working with LA County to convene artists and arts organizations across the region to gather information and data as it prepares to put its framework forward. The Department’s goal is to develop a program that will leave a long-standing legacy after the Olympics and Paralympics leave Los Angeles. The Department aims to activate and engage neighborhoods and community hubs throughout the City.

Additionally, the Department is preparing and will be submitting its budget request to the Mayor’s Office later this month.

Commissioner Case inquired whether we will be working with various television and film industries to support the Cultural Olympiad and Mr. Tarica responded that we would be doing that as part of the larger work and impact

XI. COMMISSION ANNOUNCEMENTS AND REPORTS

A. Next Regular Commission Meeting Date: December 11, 2024

B. Next Commission Meeting Submission Deadlines:
ARCHITECTURAL / PUBLIC ART PROJECTS /
STREET LIGHTS / AGF’s November 27, 2024

C. Adjournment



Commission President



Commission Secretary

2.12.2025

Date

CITY OF LOS ANGELES

CALIFORNIA

CULTURAL AFFAIRS COMMISSION

THIEN HO
PRESIDENT

ROBERT VINSON
VICE PRESIDENT

TRIA BLU WAKPA
NATASHA CASE
RAY JIMENEZ
ASANTEWA OLATUNJI



KAREN BASS
MAYOR

DEPARTMENT OF CULTURAL AFFAIRS

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DANIEL TARICA
GENERAL MANAGER

February 12, 2026

Department of Recreation and Parks
Planning, Maintenance and Construction

To Whom It May Concern,

The City of Los Angeles requires artwork commissioned through the Public Works Improvements Arts Program (PWIAP) to last a minimum of 25 years pursuant to Section 8 A. of contract with the City of Los Angeles. As long as proper maintenance is performed on the artwork it should be at least 25 years.

The City is responsible for the long-term care and maintenance of public artwork created through its Program, including anti-graffiti protection. Artwork will be coated with a two-part water based urethane anti-graffiti coating.

DCA maintains all artworks and our standard artist contract template for design/fabrication/installation specifies that.

Best Regards,

Pau S. Pescador

Project Manager, Public Percent for Art
City of Los Angeles
Department of Cultural Affairs [DCA] Public Art Division