

**BOARD REPORT**NO. 26-027DATE February 05, 2026C.D. 1 & 13**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: ELYSIAN PARK MASTER PLAN (PRJ21863) PROJECT– ACCEPTANCE OF BID AND AWARD OF CONTRACT – STATUTORILY EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 18, SECTION 15262 [A PROJECT INVOLVING ONLY FEASIBILITY OR PLANNING STUDIES FOR POSSIBLE FUTURE ACTIONS WHICH THE AGENCY, BOARD, OR COMMISSION HAS NOT APPROVED, ADOPTED, OR FUNDED DOES NOT REQUIRE THE PREPARATION OF AN EIR OR NEGATIVE DECLARATION BUT DOES REQUIRE CONSIDERATION OF ENVIRONMENTAL FACTORS] OF CALIFORNIA CEQA GUIDELINES AND ARTICLE II, SECTION 2(d), OF CITY CEQA GUIDELINES

B. Aguirre \_\_\_\_\_ M. Rudnick \_\_\_\_\_  
B. Jones \_\_\_\_\_ for C. Santo Domingo DF  
C. Stoneham \_\_\_\_\_ N. Williams \_\_\_\_\_



General Manager

Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

**RECOMMENDATIONS**

1. Award and approve the contract for the preparation of an Elysian Park Master Plan (Contract), in substantially the form attached hereto as Attachment 2, to Michael Van Valkenburgh Associates, Inc. (MVVA) for a total award amount of \$1,498,565.00, subject to approval of City Attorney as to form;
2. Authorize RAP's Chief Accounting Employee or designee to encumber funds, in the amount of \$1,498,565.00, from the fund and account numbers noted in the body of this Report, under the awarding authority of this Report;
3. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed Contract to the City Attorney for review as to form;
4. Authorize RAP's General Manager or designee to execute the Contract upon receipt of the necessary approvals;
5. Find, in accordance with Charter Section 1022, that it is necessary, feasible, and economical to secure these services by contract as RAP lacks sufficient and necessary personnel to undertake these specialized professional services;

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

### SUMMARY

On July 13, 2016, RAP and the Los Angeles Department of Water and Power (LADWP) executed a Memorandum of Understanding (MOU) for the transfer of \$12,500,000 from LADWP to RAP for various recreational improvements and beautification projects in Elysian Park (Report No. 16-165). One of the projects that was approved as a part of that Memorandum of Understanding was a proposed update to the unadopted 2006 Elysian Park Master Plan to include current community desires for the park and to better reflect the current conditions of the park (Report No. 19-042).

### PROPOSED MASTER PLAN SCOPE OF WORK

The Elysian Park Master Plan (PRJ21863) Project (Master Plan) will result in both short- and long-term design goals for the future of Elysian Park, and builds on the values of the 1971 Elysian Park Master Plan and the unadopted 2006 Elysian Park Master Plan. The Master Plan will propose creative changes that can be implemented in phases to improve the visitor experience, maximizes opportunities for recreation, and improves access throughout Elysian Park.

The Master Plan outreach process will include the communities of Solano Valley, Echo Park, Elysian Valley, Chinatown, the Friends of Elysian Park, the Offices of Council District Nos. 1 and 13, adjacent Neighborhood Councils, and other stakeholders to develop the Master Plan, and to define innovative projects. This Master Plan will also build on other design efforts that have preceded this work.

The Master Plan will define the scope, budget and schedule for recommended projects, as well

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as identifying potential funding sources and funding schedule to realize these projects.

The environmental clearances of the projects recommended in the Final Master Plan will be a standalone task, and the sequence of the clearances are part of the Master Plan phasing schedule.

### BACKGROUND

On June 16, 2025, the RAP released a Request for Proposals (RFP) (Attachment 3) in search of the most qualified consulting services firm to develop a Master Plan for Elysian Park. The RFP was posted on the City's Regional Alliance Marketplace for Procurement (RAMPLA) and advertised via a press release, social media posts on RAP's platforms, and by email notifications to potential proposers.

On July 15, 2025, a Mandatory Pre-Submission Meeting was held at the Grace Simons Lodge to discuss the requirements of the RFP and answer questions from prospective proposers. A Non-Mandatory Pre-Qualification Meeting was held on July 29, 2025 to allow proposers an opportunity to ask technical questions regarding the submission of required contract compliance documents for the RFP. The final date for proposers to submit questions regarding the required content and bid process of the RFP was on August 12, 2025.

On August 19, 2025, RAP received nine bids for the Master Plan project. See below the bid amounts:

| <b>Proposer</b>                          | <b>Bid Amount</b> |
|--|-------------------|
| Design Workshop Inc.                     | \$1,499,999.85    |
| CMG                                      | \$1,500,000.00    |
| Michael Van Valkenburgh Associates, Inc. | \$1,498,565.00    |
| MLA Green Inc. dba Studio MLA            | \$1,499,957.00    |
| Moore Iacofano Goltsman, Incorporated    | \$1,499,995.00    |
| OLIN                                     | \$1,498,223.00    |
| Salt Landscape Architects                | \$1,499,715.00    |
| Sasaki Associates Inc.                   | \$1,499,356.00    |
| SWA Group                                | \$1,500,000.00    |

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

Two firms did not pass the Level I evaluation and were disqualified from the Level II Evaluation. MLA Green Inc. dba Studio MLA was disqualified due to a potential conflict of interest.

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Moore Iacofano Goltsman, Incorporated was deemed non-responsive because it did not complete and/or submit the following required compliance documents by the submission deadline:

- Section D (Child Care Policies) missing a required signature.
- Section F (Information Release Form) not submitted.
- New Contractor Responsibility Ordinance (CRO) Questionnaire not submitted.

Interviews were held on September 30, October 1, 3, 9, 10, and 14, 2025. The selection panel was composed of a RAP superintendent, a RAP environmental supervisor, a representative from the Los Angeles Department of Water and Power, and a representative from Los Angeles Department of Public Works Bureau of Engineering. At the conclusion of the interviews, the selection panel deliberated, ranked, and scored proposers in conformance with the Level II scoring criteria based on the chart below.

| <b>Evaluation Criteria</b>    |  | <b>Maximum Points</b> |
|-------------------------------|--|-----------------------|
| A                             | Demonstrated expertise and experience of the team members on similar master plan projects or related projects. | 30                    |
| B                             | Demonstrated design excellence on projects of a similar nature and scope by the key team design members.       | 25                    |
| C                             | Qualifications and abilities of the Project Manager.   | 15                    |
| D                             | Qualifications of the individual(s) identified as the lead for public meeting facilitation.                    | 15                    |
| E                             | Project schedule and value to the City of the proposal.  | 10                    |
| F                             | Work plan approach as described in the proposal.   | 5                     |
| <b>RFP Total Score Earned</b> |  | <b>100</b>            |

### Local Business Preference Program

As a part of the RFP, RAP included language that this procurement and contracting process is subject to the applicable provisions of Los Angeles Administrative Code Section 10.25, Local Business Preference Program (LBPP) Ordinance, which was adopted by the City in an effort to maximize opportunities for local businesses, and also encourage local businesses to locate and operate in Los Angeles County. The LBPP Ordinance allows RAP to apply additional points to the Proposal's final score under certain conditions.

### Scoring

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

### RESULTS OF THE RFP PROCESS

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

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Based on the Level II Evaluation scoring from the selection panel, Michael Van Valkenburgh Associates, Inc. (MVVA) received the highest score of 97. The selection panelist unanimously awarded MVVA the highest score in each of the evaluation criteria. While other proposers demonstrated their ability to complete the Master Plan and brought together teams with similar expertise and impressive experience, MVVA appeared to have compiled the team with the most capacity to successfully complete the Master Plan.

MVVA's approach to planning and design is based on a vision of parks as uniquely democratic and accessible places that offer something for everyone, and also support the health and well-being of diverse communities. MVVA's City Park Master Plan for New Orleans, LA, Brooklyn Bridge Park for Brooklyn, NY, and the Obama Presidential Center for Chicago, IL are only a small selection of projects that demonstrate experience in managing complex and monumental master plan projects. The Project Director, A. Paul Seck, is the Partner-in-Charge of MVVA and is widely recognized for his expertise in crafting relationships between urban design and natural systems, and he has created groundbreaking landscape solutions in the treatment of surface water and stormwater management. The Project Manager, Paloma Garcia, is a seasoned community engagement specialist and has led outreach for complex public park projects in both English and Spanish, and is also skilled in visual communications and conveying design concepts clearly, including presentation graphics, coordination of large physical models, and technical documents. The Project Designer, Andy Wisniewski, is an experienced urban design, planner, and landscape architect who is skilled at adaptive designs, stakeholder communication, and project coordination for some of MVVA's largest park projects.

MVVA will lead overall engagement coordination in collaboration with Toole Design (Mobility Planning) and Terremoto (Landscape Architecture). Community outreach will cover the full range of Master Plan alternatives, including preservation of cherished park features, opportunities for improvement, and the potential for exciting new elements and connections; additionally, the team will utilize dynamic scale models and complete a statistically valid survey.

Psomas will lead the environmental assessment component of the Master Plan. Psomas is a multidisciplinary environmental science, planning, and engineering firm dedicated to balancing the natural and built environment. The core technical experts of the Psomas Environmental Services teams have successfully provided California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation to public and private sector.

Stratify X, an Ecology and Forestry Management studio, will focus on the challenges to the ecosystem of Elysian Park. Part of the studio is Steven Apfelbaum, an ecologist with over 40 years of experience across 18,000 projects worldwide, including the park master plans for Vancouver, Canada; tree and urban forestry master plans for Cambridge, Massachusetts; botanic garden master plans, including design and oversight of construction projects for forest and stream restoration programs for Brooklyn Botanic Garden, Longview Garden, Chicago Botanic Garden, as well as park and open space districts across the U.S. and Canada.

Additionally, the MVVA team will be supported by several subconsultants who will assist in site systems planning, facilities and operations planning, and environmental assessment and review; including StratifyX, HR&A Advisors, Sherwood Design Engineers, IN-FO.CO, ETM, West of West, Nous, Directional Logic, Converse Consulting, South Environmental, and GUIDA.

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Overall, the team brings together a range of skillsets with sufficient capacity to meet the goals and timeline of the Master Plan.

A detailed breakdown of each scoring category is described below:

**“Demonstrated expertise and experience of the team members on similar master plan projects or related projects” (Maximum 30 points)**

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

MVVA has prior experience with park master plans and landscape planning based on their work on the City Park Master Plan for New Orleans, LA, the Brooklyn Bridge Park for Brooklyn, NY, and the Obama Presidential Center for Chicago, IL. MVVA has a proven capability to successfully navigate the diverse communities of Angelenos, as well as creating an implementable vision for the future of a park at the scale of Elysian Park.

**“Demonstrated design excellence on projects of a similar nature and scope by the key team design members” (Maximum 25 points)**

The RFP requests services to develop a conceptual framework to implement the desired activities and projects based on community outreach, as well as providing alternative scenarios on how projects could be accommodated.

MVVA has led large scale projects that include the multilayered and multi-phased redevelopment of the 90-acre Gateway Arch National Park in St. Louis preserved the integrity of a National Registry-listed landscape while improving connections to the city and river. The project has been recognized with a 2021 ASLA Urban Design Honor Award and the 2019 Docomomo Civic Design Award of Excellence. Additionally, the Brooklyn Bridge Park project in New York transformed a 1.6-mile stretch of warehouses and piers has turned into recreational fields, playgrounds, gardens, promenades, sports courts, and boating facilities. The park has proven to be wildly popular with city residents and visitors alike. Unique in New York and the country, the park is entirely financially self-sustaining, thanks to the careful development of a small portion of the site. Brooklyn Bridge Park won the prestigious Rosa Barba International Landscape Prize in 2021, in recognition of its design achievements and impact on Brooklyn’s diverse population. Brooklyn Bridge Park has also won over a dozen other landscape architecture, urban design, and planning awards since 2011.

**“Qualifications and abilities of the Project Manager” (Maximum 15 points)**

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

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The proposed project manager and public engagement lead is Paloma Garcia. Paloma has expertly managed large and complicated projects during her time at MVVA. She is a highly effective collaborator, working closely with clients, stakeholders, and a host of allied professionals. As project manager of Ralph Wilson Park in Buffalo, which is currently under construction, Paloma helped to shepherd a multidisciplinary project team through the development of planning and design strategies, as well as complex agency approvals.

A seasoned community engagement specialist, Paloma has led outreach for public park projects in both English and Spanish. For City Park in New Orleans she has overseen an extensive engagement process for a beloved, historic, and heavily used 1300-acre park. Paloma also led the community engagement for Ralph Wilson Park, and is currently the public outreach lead for the Verdugo Wash Master Plan in Glendale.

Paloma's strengths as a designer support her work as project manager. She is skilled in visual communications and conveying design concepts clearly, including presentation graphics, coordination of large physical models, and technical documents. She excels at internal management and is widely recognized by MVVA as an outstanding mentor to junior staff. Paloma joined MVVA in 2015 and is based in the firm's Los Angeles office.

**“Qualifications of the individual(s) identified as the lead for public meeting facilitation.” (Maximum 15 points)**

The RFP requires expertise in community outreach and meeting facilitation for a successful public engagement process in the Master Plan.

Paloma Garcia will be the lead for public engagement in the Master Plan process, supported by Roger Pelayo, a Senior Planner from Toole Design and Jenny Jones, a Landscape Architect with Terremoto. Roger Pelayo specializes in sustainable transportation and its relationship to urban form, with expertise in pedestrian and bicyclist behavior, access to parks, schools, and transit. He has led multimodal planning efforts across Southern California, including mobility studies, Complete Streets plans, traffic analyses, and circulation elements for general and community plans.

Jenny Jones is a co-founder of Test Plot, an ongoing experiment in stewardship and restoration of public landscapes, and has led the Elysian Park Test Plots for 6 years, working closely with community members to re-establish native ecosystems in the park. Jenny also co-leads the Land & Labor internal working group at Terremoto, which seeks to bring more visibility and equity to landscape labor and maintenance within the profession and greater culture.

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

The RFP requires that the Consultant complete all tasks and deliverables of the Master Plan in twenty-four months from the date of issuance of the NTP. The goal is to fully develop the draft Master Plan in a twelve month timeframe, and twelve months to develop the final Master Plan and programmatic EIR.

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The Project Schedule proposed by MVVA follows the goals and milestones outlined in the RFP, and reasonably overlays tasks that could be completed simultaneously. The required number of meetings for the Steering Committee and phasing of community outreach are outlined accordingly. The proposed schedule also accounts for City holidays, as well as comment periods and presentations to City staff, and unforeseen issues.

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

The MVVA approach and breakdown of tasks identified in the workplan demonstrated a clear understanding of the various tasks described in the RFP and their relationship to the completion of the final Master Plan and environmental assessment.

### **Additional LBPP Points**

MVVA received an additional 4 points from the LBPP for the inclusion of the following certified sub-contractors: Nous and Psomas.

### **ELYSIAN PARK MASTER PLAN CONTRACT**

RAP staff is recommending that the Board of Recreation and Parks Commissioners select and award the contract for the preparation of the Elysian Park Master Plan to MVVA in the amount of \$1,498,565.00. The total amount for the Master Plan contract is \$1,498,565.00.

It is anticipated that the Master Plan will be completed by the conclusion of the 2027 calendar year. Upon approval of this Report, the contract will be executed and then a Notice to Proceed will be issued to MVVA to commence work on the master planning process.

### **FUNDING**

The Master Plan will be funded by LADWP’s Community Parks Enhancement Fund (CPEF).

### **FUNDING SOURCE MATRIX**

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

| <b><u>Funding Source</u></b>     | <b><u>Fund/Dept/Account</u></b> | <b><u>Amount</u></b> |
|----------------------------------|---------------------------------|----------------------|
| Community Parks Enhancement Fund | 205/88/88NMAH                   | \$1,498,565.00       |

### **ENVIRONMENTAL IMPACT**

The proposed Board’s action consists of awarding a contract for the preparation of the Elysian Park Master Plan to MVVA.

The final result of this effort is a document that includes both short- and long-term design goals for the future of Elysian Park, with the goal of improving the visitor experience, maximizing opportunities for recreation, and improving access throughout Elysian Park while enhancing and protecting the environmental resources that render the park so valuable to its patrons. The

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document will also include appropriate environmental analysis of the impacts or the activities proposed by the Master Plan, pursuant to the California Environmental Quality Act (CEQA).

According to Article 18, Section 15262 of CEQA, an EIR or a Negative Declaration is not required for projects involving only feasibility or planning studies for possible future actions which the responsible agency has not approved, adopted, or funded, as long as they include consideration of environmental factors.

Based on the Master Plan description, considering that environmental analysis is part of the scope of this project, staff recommend that the proposed action is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 18, Section 15262 of California CEQA Guidelines and Article II, Section 2(d) of City CEQA Guidelines. When the proposed Master Plan will be approved by the Board, staff will come back with an appropriate CEQA determination.

### FISCAL IMPACT

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

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

### ATTACHMENTS

- 1) Attachment 1 – Elysian Park Master Plan RFP Proposals Score Results
- 2) Attachment 2 – Contract to Provide and Fund the Preparation of a Master Plan for Elysian Park
- 3) Attachment 3 – Elysian Park RFP

## Elysian Park Master Plan RFP Proposals Score Results

|   | Michael Van Valkenburgh Associates, Inc. | Olin Partnership, LTD | Design Workshop Inc. | Conger Moss Guillard | SWA Group     | Sasaki Associates Inc. | SALT Landscape Architects, Inc. |
|---|--|-----------------------|----------------------|----------------------|---------------|------------------------|---------------------------------|
| A. Demonstrated expertise and experience of the team members on similar master plan projects or related projects. | Panelist 1 30                            | Panelist 1 30         | Panelist 1 30        | Panelist 1 25        | Panelist 1 25 | Panelist 1 20          | Panelist 1 15                   |
|   | Panelist 2 25                            | Panelist 2 25         | Panelist 2 20        | Panelist 2 25        | Panelist 2 25 | Panelist 2 25          | Panelist 2 20                   |
|   | Panelist 3 28                            | Panelist 3 25         | Panelist 3 26        | Panelist 3 22        | Panelist 3 25 | Panelist 3 20          | Panelist 3 20                   |
|   | Panelist 4 29                            | Panelist 4 27         | Panelist 4 27        | Panelist 4 27        | Panelist 4 27 | Panelist 4 20          | Panelist 4 22                   |
| Average Score (30 points possible)  | <b>28</b>                                | <b>26.75</b>          | <b>25.75</b>         | <b>24.75</b>         | <b>25.5</b>   | <b>21.25</b>           | <b>19.25</b>                    |
| B. Demonstrated design excellence on projects of a similar nature and scope by the key team design members.       | Panelist 1 25                            | Panelist 1 25         | Panelist 1 20        | Panelist 1 20        | Panelist 1 20 | Panelist 1 20          | Panelist 1 20                   |
|   | Panelist 2 22                            | Panelist 2 23         | Panelist 2 20        | Panelist 2 20        | Panelist 2 20 | Panelist 2 18          | Panelist 2 12                   |
|   | Panelist 3 23                            | Panelist 3 20         | Panelist 3 23        | Panelist 3 20        | Panelist 3 20 | Panelist 3 18          | Panelist 3 20                   |
|   | Panelist 4 24                            | Panelist 4 23         | Panelist 4 24        | Panelist 4 23        | Panelist 4 23 | Panelist 4 22          | Panelist 4 19                   |
| Average Score (25 points possible)  | <b>23.5</b>                              | <b>22.75</b>          | <b>21.75</b>         | <b>20.75</b>         | <b>20.75</b>  | <b>19.5</b>            | <b>17.75</b>                    |
| C. Qualifications and abilities of the Project Manager.   | Panelist 1 15                            | Panelist 1 10         | Panelist 1 10        | Panelist 1 15        | Panelist 1 15 | Panelist 1 0           | Panelist 1 10                   |
|   | Panelist 2 14                            | Panelist 2 12         | Panelist 2 8         | Panelist 2 13        | Panelist 2 8  | Panelist 2 7           | Panelist 2 15                   |
|   | Panelist 3 14                            | Panelist 3 12         | Panelist 3 12        | Panelist 3 15        | Panelist 3 13 | Panelist 3 10          | Panelist 3 13                   |
|   | Panelist 4 14                            | Panelist 4 15         | Panelist 4 14        | Panelist 4 14        | Panelist 4 14 | Panelist 4 10          | Panelist 4 13                   |
| Average Score (15 points possible)  | <b>14.25</b>                             | <b>12.25</b>          | <b>11</b>            | <b>14.25</b>         | <b>12.5</b>   | <b>6.75</b>            | <b>12.75</b>                    |
| D. Qualifications of the individual(s) identified as the lead for public meeting facilitation.                    | Panelist 1 15                            | Panelist 1 15         | Panelist 1 15        | Panelist 1 10        | Panelist 1 10 | Panelist 1 15          | Panelist 1 15                   |
|   | Panelist 2 14                            | Panelist 2 10         | Panelist 2 10        | Panelist 2 12        | Panelist 2 12 | Panelist 2 11          | Panelist 2 7                    |
|   | Panelist 3 14                            | Panelist 3 12         | Panelist 3 12        | Panelist 3 10        | Panelist 3 10 | Panelist 3 10          | Panelist 3 10                   |
|   | Panelist 4 14                            | Panelist 4 14         | Panelist 4 13        | Panelist 4 11        | Panelist 4 12 | Panelist 4 12          | Panelist 4 13                   |
| Average Score (15 points possible)  | <b>14.25</b>                             | <b>12.75</b>          | <b>12.5</b>          | <b>10.75</b>         | <b>11</b>     | <b>12</b>              | <b>11.25</b>                    |
| E. Project schedule and value to the City of the proposal.  | Panelist 1 10                            | Panelist 1 10         | Panelist 1 10        | Panelist 1 10        | Panelist 1 10 | Panelist 1 10          | Panelist 1 10                   |
|   | Panelist 2 8                             | Panelist 2 9          | Panelist 2 10        | Panelist 2 9         | Panelist 2 7  | Panelist 2 6           | Panelist 2 8                    |
|   | Panelist 3 8                             | Panelist 3 8          | Panelist 3 8         | Panelist 3 8         | Panelist 3 8  | Panelist 3 8           | Panelist 3 8                    |
|   | Panelist 4 9                             | Panelist 4 9          | Panelist 4 8         | Panelist 4 7         | Panelist 4 8  | Panelist 4 6           | Panelist 4 6                    |
| Average Score (10 points possible)  | <b>8.75</b>                              | <b>9</b>              | <b>9</b>             | <b>8.5</b>           | <b>8.25</b>   | <b>7.5</b>             | <b>8</b>                        |
| F. Work plan approach as described in the proposal.   | Panelist 1 5                             | Panelist 1 5          | Panelist 1 5         | Panelist 1 5         | Panelist 1 5  | Panelist 1 5           | Panelist 1 5                    |
|   | Panelist 2 5                             | Panelist 2 4          | Panelist 2 5         | Panelist 2 4         | Panelist 2 5  | Panelist 2 3           | Panelist 2 3                    |
|   | Panelist 3 3                             | Panelist 3 3          | Panelist 3 3         | Panelist 3 3         | Panelist 3 3  | Panelist 3 3           | Panelist 3 3                    |
|   | Panelist 4 4                             | Panelist 4 4          | Panelist 4 4         | Panelist 4 4         | Panelist 4 4  | Panelist 4 3           | Panelist 4 3                    |
| Average Score (5 points possible)   | <b>4.25</b>                              | <b>4</b>              | <b>4.25</b>          | <b>4</b>             | <b>4.25</b>   | <b>3.5</b>             | <b>3.5</b>                      |
| <b>Subtotal Average Points</b>  | <b>93</b>                                | <b>87.5</b>           | <b>84.25</b>         | <b>83</b>            | <b>82.25</b>  | <b>70.5</b>            | <b>72.5</b>                     |
| LBPP Bonus Points   | 4  | 3                     | 3                    | 4                    | 3             | 5                      | 0                               |
| <b>Total Average Final Score</b>  | <b>97</b>                                | <b>90.5</b>           | <b>87.25</b>         | <b>87</b>            | <b>85.25</b>  | <b>75.5</b>            | <b>72.5</b>                     |

CONTRACT  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
MICHAEL VAN VALKENBURGH ASSOCIATES, INC.

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

This CONTRACT ("Contract" or "Agreement") is made and entered into this       th day of  
                   20       by and between the CITY OF LOS ANGELES, a municipal corporation,  
(hereinafter referred to as "CITY") acting by and through its BOARD OF RECREATION AND  
PARK COMMISSIONERS (hereinafter referred to as "BOARD"), and MICHAEL VAN  
VALKENBURGH ASSOCIATES, INC., hereinafter referred to as LANDSCAPE ARCHITECT.  
CITY and LANDSCAPE ARCHITECT shall be referred to individually as a "Party" and collectively  
as "the PARTIES".

**RECITALS**

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

WHEREAS, DEPARTMENT requires the services of an experienced and responsible  
consultant to perform or secure a master plan (Master Plan) related services for the  
DEPARTMENT; and

WHEREAS, DEPARTMENT was given \$1,500,000.00, for the preparation of a Master  
Plan for Elysian Park from the Los Angeles Department of Water and Power (Reports No. 16-165  
and 19-042); and

WHEREAS, the CITY under this Contract exclusively to pay for the Master Plan rendered  
by LANDSCAPE ARCHITECT to ensure completion of all performance milestones; and

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

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

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

## **ARTICLE 1 - PARTIES TO CONTRACT, REPRESENTATIVES AND NOTICE**

### **1.1 Parties**

The parties to this Contract are:

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

LANDSCAPE ARCHITECT – Michael Van Valkenburgh Associates Inc., (having its Headquarters at 231 Concord Avenue, Cambridge, MA 02138, and its Los Angeles office at 500 S. Grand Avenue, Suite 1650, Los Angeles, CA 90071.

### **1.2 Representatives**

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

CITY's representative will be:

Jimmy C. Kim, General Manager  
CITY of Los Angeles, Department of Recreation and Parks  
221 North Figueroa Street, Suite 350  
Los Angeles, California 90012

With copies to:

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

LANDSCAPE ARCHITECT's representative will be:

A. Paul Seck  
Partner and Chief Operating Officer  
Michael Van Valkenburgh Associates, Inc.  
16 Court Street, Brooklyn, NY 11241  
Email: [pseck@mvvainc.com](mailto:pseck@mvvainc.com)  
Telephone Number: 917-731-5820

With a copy to:

Catherine Redmond  
Counsel  
Noble, Wickersham & Heart LLP  
131 Mount Auburn Street, Cambridge, MA 02138  
Email: [cr@noblewickersham.com](mailto:cr@noblewickersham.com)  
Telephone Number: 617-491-9821  
Fax Number: 617-491-9818

### 1.3 Notices

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

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

## **ARTICLE 2 - TERM OF CONTRACT**

### 2.1 Term

The term of this Contract shall be twenty-four (24) months from the date of execution ("Term").

### 2.2 Extension

The PARTIES may mutually agree to extend the Term for one (1) additional Twelve (12) month period, subject to the approval of the PARTIES. The Term may be extended only by written amendment to this Contract. If the PARTIES cannot agree upon such an extension, this Contract shall automatically terminate.

### 2.3 Ratification

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

## **ARTICLE 3 - INTERACTION OF PARTIES**

### 3.1 Good Faith Dealings

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

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

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

## **ARTICLE 4 - PURPOSE AND SCOPE OF WORK**

### **4.1 Purpose**

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

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

4.1.3 LANDSCAPE ARCHITECT will provide, for the DEPARTMENT's sole and independent consideration, any other technical studies required to assess and used to inform the Master Plan.

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

### **4.2 Timely Completion**

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

## **ARTICLE 5 - SERVICES TO BE PROVIDED BY THE CITY**

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

## **ARTICLE 6 - COMPENSATION AND INVOICING**

### **6.1 Compensation**

CITY will pay LANDSCAPE ARCHITECT \$1,498,565.00 for costs related to Master Plan services and to coordinate the preparation of the Master Plan, and associated technical studies, for the Project in accordance with the terms and provisions of this Contract. The total for this Contract will not exceed the amount listed above without prior discussion and approval from the CITY. Payments from CITY to LANDSCAPE ARCHITECT, according to Appendix C – Performance Milestones and Budget Template, only will be provided to LANDSCAPE ARCHITECT after CITY has determined, in its sole and independent discretion that the Master Plan documentation associated with each performance milestone is complete.

### **6.2 Limitation of CITY'S Obligation to Make Payments to LANDSCAPE ARCHITECT**

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 LANDSCAPE ARCHITECT unless CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. LANDSCAPE ARCHITECT agrees that any services provided by LANDSCAPE ARCHITECT, purchases made by LANDSCAPE ARCHITECT or expenses incurred by LANDSCAPE ARCHITECT in excess of said appropriation(s) shall be free and without charge to CITY and CITY shall have no obligation to pay for said services, purchases or expenses. LANDSCAPE ARCHITECT shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until CITY appropriates additional funds for this Agreement.

### **6.3 Invoicing**

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

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

6.3.3 LANDSCAPE ARCHITECT shall submit invoices to:

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

6.3.4 All invoices shall be submitted on LANDSCAPE ARCHITECT's letterhead, containing LANDSCAPE ARCHITECT's official logo, or other unique and identifying information, such as the name and address of LANDSCAPE ARCHITECT. Evidence that

documents the task has been completed, in the form of transmittal correspondence for completed Master Plan documents, public or hearing notices, reports, brochures, photographs, or other applicable documents shall be attached to all invoices.

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

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

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

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

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

6.3.9 DEPARTMENT shall promptly review the content and format of invoices, evidence, and supporting documentation to determine if the associated milestone has been achieved

and if the invoice has been properly submitted by LANDSCAPE ARCHITECT, DEPARTMENT shall provide prompt notice to LANDSCAPE ARCHITECT of any CITY requested changes to the content and format of the invoice, evidence, and supporting documentation.

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

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

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

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

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

## **ARTICLE 7 - DATA SECURITY AND PRIVACY**

### **7.1 Data Ownership**

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

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

## 7.2 Data Protection

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

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

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

## 7.3 Compliance with Privacy Laws

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

## 7.4 Confidential Information

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

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

## 7.5 Provision of Data

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

## 7.6 Data, Development, and Access-Point Location

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

## 7.7 Data Breach

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

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

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

## 7.8 Firewalls and Access Controls

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

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

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

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

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

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

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

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

## 7.9 Right of Audit by CITY

Without limiting any other audit rights of CITY, CITY may review LANDSCAPE ARCHITECT's data privacy and data security program prior to the commencement of this Agreement and from

time to time during the term of this Agreement. During the performance of this Agreement, on an ongoing basis from time to time and without notice, CITY may, by itself or by retaining a certified public accounting firm or information security professional, perform, or have performed, an on-site audit of LANDSCAPE ARCHITECT's data privacy and information security program. In lieu of an on-site audit, at CITY's discretion and upon request by CITY, LANDSCAPE ARCHITECT agrees to complete, within fourteen (14) days of receipt, an audit questionnaire provided by CITY regarding LANDSCAPE ARCHITECT's data privacy and information security program.

#### 7.10 Written Information Security Policy

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

#### 7.11 Change in Service

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

### **ARTICLE 8 - MISCELLANEOUS**

#### 8.1 Insurance

LANDSCAPE ARCHITECT shall maintain the level of insurance required in the completed Form Gen. 146, Required Insurance and Minimum Limits, which is attached as Appendix D, Standard Provisions for CITY Contracts (Rev. 1/25 [v.2]). The insurance must name CITY as additional insured with respect to liability coverage except for professional liability and worker's compensation. No policies or certificates with respect to such insurance may be cancelled or materially changed without at least 30 days' prior written notice by the respective insurer to CITY.

#### 8.2 Separation Assistance

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

### 8.3 LANDSCAPE ARCHITECT's Personnel & Subcontractors

Except as expressly provided in Subsection 8.4 below, LANDSCAPE ARCHITECT shall use its own employees to perform the services described in this Agreement. CITY shall have the right to review and approve any personnel who are assigned to work under this Agreement. If CITY has concerns about the performance of any personnel assigned to perform services under this agreement, CITY and LANDSCAPE ARCHITECT shall meet and attempt to resolve such concerns.

### 8.4 Subcontractors

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

### 8.5 Non-Exclusive Agreement

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

### 8.6 LANDSCAPE ARCHITECT's Interaction with the Media; Publicity

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

### 8.7 Ambiguity

No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement. The parties acknowledge that they have read and understood this Agreement and had the opportunity to consult with counsel of their choosing regarding this Agreement. For the avoidance of doubt, nothing herein or in any exhibits shall be construed to provide a warranty or guarantee on professional services. In addition, notwithstanding anything to the contrary, LANDSCAPE ARCHITECT's obligations under this Agreement are subject to any applicable provisions of California Civil Code section 2782.8.

### 8.8 Amendments to Agreement

Any changes in the terms of this Agreement, including changes in the services to be performed by LANDSCAPE ARCHITECT, extension of the term, and any increase or decrease in pricing,

must be incorporated into this Agreement by a written amendment properly executed by both parties.

#### 8.9 Notice of Delays

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

#### 8.10 Entire Agreement

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

#### 8.11 Order of Precedence

In the event of any inconsistency between the provisions in the body of this Agreement and the attachments, the provisions in the body of this Professional Services Agreement take precedence, followed by Appendix A, Standard Provisions for CITY Contracts (Rev. 1/25 [v. 2]), followed by any other exhibits or attachments to this Agreement in the order in which they are attached.

### **9.0 INCORPORATION OF DOCUMENTS**

#### 9.1 Entire Contract

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

Appendix A: Standard Provisions for CITY Contracts (Rev. 1/25 [v.2])

Appendix B: Scope of Work

Appendix C: Performance Milestones and Budget Template

Appendix D: Insurance Requirements (Form Gen. 146)

Appendix E: Confidentiality Agreement

Appendix F: Travel Policy

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that

facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by CITY) and sent by e-mail shall be deemed original signatures.

(Signature Page to Follow)

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

THE CITY OF LOS ANGELES

a municipal corporation  
acting by and through its BOARD  
OF RECREATION AND PARK  
COMMISSIONERS

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

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

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

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

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

MICHAEL VAN VALKENBURGH  
ASSOCIATES, INC.

By: \_\_\_\_\_  
A. Paul Seck, Partner and COO

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

APPROVED AS TO FORM:  
HYDEE FELDSTEIN SOTO, City Attorney

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

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

Agreement Number: \_\_\_\_\_

**APPENDIX A**  
Standard Provisions for City Contracts (Rev. 1/25 [v.2])

## 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 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 AssignmentOrders**

**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 Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **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](http://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, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

#### **PSC-44. Contractor Data Reporting**

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

## EXHIBIT 1

### **INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://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.

## **Professional Services Agreement**

### **MICHAEL VAN VALKENBURGH ASSOCIATES, INC.**

#### **Appendix B – Scope of Work**

LANDSCAPE ARCHITECT shall perform services and deliverables for the delivery of the Elysian Park Master Plan, as listed below as paragraphs (a.) through (p.) and further detailed in Tasks I through VIII below.

- a. Assemble a comprehensive team of expert professionals for the execution of an Elysian Park Master Plan, as described in this RFP.
- b. Coordinate all subcontractor services needed to complete the work and allow sufficient time to review and correct the work of subcontractors prior to submission of all deliverables. All meetings that Landscape Architect is required to attend shall also include subcontractors as appropriate. Landscape Architect shall include a proposed limit of staff for all meetings outlined in this RFP.
- c. Provide an experienced Project Manager who will oversee the design team on a day-to-day basis for the duration of the task, and who will coordinate closely with RAP's Project Manager. This coordination will include regular phone calls and email correspondence.
- d. Coordinate all work activities with the RAP Project Manager, which includes but is not limited to: coordination of all meetings; preparation of meeting materials and meeting minutes for meetings outlined here; organization of deliverables; identification of areas of concern; providing recommended solutions to such areas of concern that arise; providing sufficient contractor resources; management of subcontractors; following the RAP Project Manager's directions; providing feedback, and coordination of all other matters related to the development of the Master Plan and all components outlined here.
- e. Attend coordination meetings anticipated to be held once every two weeks with RAP's Project Management team. Steering Committee (SC) meetings are anticipated to be held once every month over the course of the Draft Master Plan; and once every 3-4 months over the course of the Final Master Plan.
- f. Expert facilitation of the public meeting process.
- g. Coordinate and facilitate community meetings and engagement functions.
- h. Develop an inclusive community engagement program that may include but not be limited to public workshops, focus group meetings, surveys, and participatory exercises. Landscape Architect shall also work with RAP to update and maintain a project website. Prepare project information sheets, proper public meeting

notifications, and other informational public materials as required. Prepare public presentations, renderings, physical models, digital fly-throughs, graphics and presentation materials for community meetings in collaboration with the RAP Project Manager.

- i. Management of the stakeholder and community information and input process, including public meetings, surveys, online communications, press releases, and the creation and maintenance of the project website.
- j. Formulation of and completion of appropriate technical studies, and visual and design studies and analyses required to support the Master Plan process and to support the conclusions that result from the work.
- k. Prepare a Strategic Action Plan for the implementation of short-term (0-3 years), near-term (5-10 years) and long-term (10-20 years) recommended projects, tasks, and programming based on the input from community members, stakeholders, and RAP staff.
- l. Production of graphs, renderings, site plans, and other physical, visual and graphic material that can be used to explain the process and the conclusions to the public and to policy makers.
- m. Authorship of the Master Plan in draft and final form, with associated visuals and with a final, comprehensive list of reference documents and work products. A final visual Master Plan presentation must also be created and presented. The final Master Plan document should be print ready and formatted to be effectively posted on the project website.
- n. Submit monthly progress reports (actual work vs. planned work), in accordance with the work plan and schedule. Update the work plan and schedule as needed.
- o. Submit timely invoices, with updated Business Inclusion Program utilization profiles corresponding to each invoice.
- p. Provide all documentation in electronic format.

## 1. Task I: Project Initiation

a. **Work Plan:** Landscape Architect shall meet with City staff project team to develop and finalize a detailed work plan to complete the Master Plan, which at a minimum will describe the tasks to be performed, establish required meetings and presentations as well as clarify roles and responsibilities of both City staff and Landscape Architect's team.

b. **Work Schedule:** Landscape Architect shall develop and maintain a Microsoft Project (or equivalent) work schedule of the Master Plan process that consists of:

- Tasks to be performed

- Durations
- Start and end dates
- Task relationships
- All significant tasks such as workshops, reviews, preparation of a Draft Master Plan, completion of the Final Master Plan, etc. included in the work schedule.

c. **Project Website:** Landscape Architect shall develop and maintain a project website that provides information and updates about the project, a community engagement and feedback section, and opportunities to get involved with the project. Landscape Architect is not expected to respond to community feedback received on the website. The project website will be accessed through RAP's website, and the Landscape Architect shall coordinate with RAP to establish this link. The website will be hosted under the City's website, and Landscape Architect will send the project website to RAP's web team to upload on the laparks.org website. Landscape Architect shall design the static website using HTML, CSS, and Bootstrap framework. The Landscape Architect shall upload approved project-related public information to maintain a current website for visitors. Information must be presented, at a minimum, in Mandarin, Cantonese, English, and Spanish that is both grammatically accurate and free from spelling errors.

d. **Deliverables:** Landscape Architect must provide the following as deliverables for Task I:

- A record of minutes for all meetings held while completing this task.
- A work plan and project schedule.
- Set up a project website that will host all project related information and content.

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

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

b. The Steering Committee may be composed of representatives from the Council Offices of District 1 & District 13, the Mayor's Office, the Los Angeles Dodgers, LAFD, LAPD, LADWP, the Barlow Respiratory Hospital, Los Angeles Department of Transportation (LADOT), California State Parks (State Parks), California Department of Transportation (Caltrans), non-profit organizations and community groups involved in parks and recreation advocacy, advocates of youth specific programming, environmental justice groups, park equity groups, and public health advocates. The Steering Committee is anticipated to meet up to twelve times over the course of the Master Plan's development.

c. **Deliverables:** Landscape Architect must provide the following as deliverables for Task II:

- A record of minutes for all Steering Committee meetings.
- A work plan for the set-up and organization of Steering Committee meetings.

## 3. Task III: Research, Analysis, Government and Stakeholder Input

a. Acquire, analyze, validate, and describe all publicly available existing information related to the Plan Area. This includes all relevant documents as listed in the attachments, as well as any

other past studies, plans, and assessments related to the Plan Area that the Proposer identifies.

- b. Gather and validate information regarding the origins and evolution of the Park through archival research to ensure that the Master Plan honors the Park's cultural heritage. This includes but is not limited to: a boundary survey, investigating previous land use(s), key historical figures and communities, prior developments and renovations, and ecological shifts.
- c. Perform field site reviews and investigations, including walk-throughs with staff members most knowledgeable about the maintenance, operations, condition and usage for all aspects of park infrastructure.
- d. Conduct approximately 12 meetings and/or interviews with individuals and/or small groups of representatives from indigenous peoples, non-profits, organized stakeholder groups and government agencies that operate within and around the Plan Area. The purpose of these meetings is to identify the existing challenges, environmental concerns, desired improvements, and to understand their vision for the future of the Park. Data gathered from this type of outreach should be systematically collected and collated using a standard survey document which could also be distributed digitally for feedback from additional groups not interviewed in person.
- e. After an initial review of background data, existing site conditions, and outreach to stakeholders and elected officials as outlined in Task II, one of the first tasks for the selected Proposer shall be to draft and vet a detailed and topically organized list of Master Plan objectives, and using this, to refine the detailed Master Plan scope of work delivery schedule.
- f. Convene additional meetings with public stakeholder groups that will provide more feedback and direction throughout the process. Review, confirm and/or recommend modifications to the Master Plan design objectives based upon this input. External stakeholders include but are not necessarily limited to: the Echo Park Neighborhood Council (NC), Elysian Valley Riverside NC, Historic Cultural North NC, Lincoln Heights NC, Greater Cypress Park NC, homeowner associations, residents, nearby businesses, other organized groups in the area, and other interested City residents with an interest in the Project. This should include communities that are immediately adjacent to the Plan Area, and other community groups within but not limited to Chinatown, Solano Valley, Cypress Park, Echo Park, Elysian Valley, Elysian Heights, Lincoln Heights, and Victor Heights.
- g. Identify governmental agencies which have regulatory jurisdiction over any future alteration within the Plan Area boundaries, as well as understanding and documenting the requirements and procedures of these agencies as applicable to a Master Plan level design.
- h. Conduct an environmental review of the Plan Area to evaluate the existing site features in terms of condition, need for upgrade, visual quality, environmental quality, and public use value. Identify potential environmental constraints and describe potential mitigations for the environmental clearances that will be required to execute recommended projects.
- i. **Deliverables:** Landscape Architect must provide the following as deliverables for Task III:
  - Summary of meeting notes, surveys, and analysis of information received.
  - Draft and final versions of Research and Analysis findings.
  - Valid maps detailing parcel ownership & boundaries, utilities, drainage, site conditions, etc.

- Submit monthly progress reports (actual work vs. planned work), in accordance with the work plan and schedule. Update the work plan and schedule as needed.

#### **Task IV: Community Outreach and Public Participation**

**a. Planning and Design Workshops:** Landscape Architect shall prepare and conduct a community input process that will allow for the maximum public participation through a variety of strategies, including but not limited to: stakeholder design meetings; public design workshops; focus groups; and social media design posts at major milestones and as required throughout the planning process to gain stakeholder and community insight and opinions on the design work completed to date and to adjust priorities. A total of nine workshops (three community workshops and six focus group workshops) will be required.

**b. Community Workshops:** Landscape Architect shall conduct three workshops open to the public.

- The first community workshop will be conducted at the outset of the Master Plan. The format of the initial community workshop meeting should be an introductory open house to the general public. In this workshop, the Landscape Architect shall inform the community on the Master Plan's process and goals, existing facilities and programming available at the Park, and to educate participants on the cultural and natural history of the Park. Additionally, the Landscape Architect shall explain the procurement process of how RAP facilities are built and maintained at the Park. Statistically valid surveys shall also be conducted. Feedback gathered from this workshop shall inform the direction of projects proposed in the Master Plan, and shall be presented at the second community workshop. All attendees of this meeting would be added to the project contact list.
- The second community workshop will be conducted between the initial workshop and the release of the Draft Master Plan. The second workshop shall focus on listening to the needs of the general public. Up to date feedback received from the general public shall be presented at this meeting to reaffirm that the Master Plan process is a document focused on the community of the Park. Conceptual designs for specific Master Plan projects shall be presented at this workshop with the intention of refining based on community input. All attendees of this meeting would be added to the project contact list.
- The third public workshop will be conducted after the release of the Draft Master Plan. This workshop would be an open house with presentations at the beginning and middle of the meeting, allowing participants to comment and provide feedback on the Draft Master Plan. All attendees of this meeting would be added to the project contact list.

**c. Focus Group Workshops:** Landscape Architect shall conduct six focus group workshops.

- The first and second focus groups will be conducted after the initial public community workshop. The purpose of the focus group meeting would allow participants to provide feedback and engage in early discussions regarding the development of the Draft Master Plan. The first focus group shall be composed of members and representatives of stakeholder groups, Echo Park Neighborhood Council NC, Elysian Valley Riverside NC, Historic Cultural North NC, Lincoln Heights NC, Greater Cypress Park NC, and relevant City and RAP staff.
- The third and fourth focus groups will be conducted between the initial public workshop and the release of the Draft Master Plan. Similar to the second community workshop, conceptual designs for specific Master Plan projects shall be presented to solicit feedback from representatives. Feedback received would refine proposed projects in

preparation for the Draft Master Plan. Stakeholders who participated in the previous focus group exercise may also attend this meeting.

- The fifth and sixth focus groups will be conducted after the release of the Draft Master Plan, during the development of the Final Master Plan. Stakeholders who participated in the previous focus group workshops may also attend this meeting. This meeting could potentially include a site visit walkthrough component to different portions of the site with the Draft Master Plan in hand.

d. The Landscape Architect shall prepare presentation materials for these meetings, present at these meetings, prepare ancillary Master Plan information sheets and project briefings with maps and renderings, disseminate proper public meeting notifications, and manage public communications, including building on RAP's e-mail list and creating a physical mailing list for outreach and required notifications in coordination with RAP. The Landscape Architect shall make clear input requests of the public, formulate and distribute questionnaires as needed, and prepare and circulate meeting summaries. These public meetings will offer design guidance and local expertise, but final direction will come exclusively from RAP's Project Manager.

e. **Translation:** Landscape Architect shall translate key public information documents into Spanish and Chinese (Cantonese and Mandarin), with the option of one additional language for translation of key documents necessary to complete Task IV. Landscape Architect shall also provide Spanish and Chinese language interpreters for each community workshop, with the option of adding interpreters for an additional language. Interpreters to be provided for focus group workshops as needed up to budgeted allowance.

f. **Surveys:** Landscape Architect shall solicit community input using one statistically valid survey that ask questions on the design and use of the Plan Area; as well as opportunities to provide recommendations on how the Park should be improved. This survey must be structured to be statistically valid and inclusive. Survey must be in English, Spanish, and Chinese, with the option for an additional language.

g. **Community Outreach and Public Participation Goals:** The community outreach process should seek to achieve the following:

- Educate the public about the Master Plan goals and objectives and the results of initial findings including constraints, opportunities and challenges.
- Landscape Architect outreach shall be structured to solicit input from a diverse audience across the Chinatown, Solano Valley, Cypress Park, Echo Park, Elysian Valley, Elysian Heights, Lincoln Heights, and Victor Heights communities, and must consider input from individuals who may not be able to attend meetings. Landscape Architect shall propose diverse ways to outreach using social media, surveys, and other means.
- Provide opportunities for communities across the City to provide feedback on the Master Plan process, including progress updates on the Steering Committee, and RAP components of the Draft's development.
- Plan for hybrid public meetings – entirely online or, alternatively, both online and in-person as required based on any prevailing health restrictions, community preference, or other unforeseen requirements.
- Provide opportunities for input on current Project conditions, desirable amenities, activity adjacencies, etc. Solicit feedback on at least three alternative concept designs presented to determine the final Master Plan design direction.

h. **Deliverables:** Landscape Architect must provide the following as deliverables for Task IV:

- A work plan detailing the community outreach strategy and timeline.
- All presentation, written, graphic and social media materials.
- A detailed written summary of community and public input and survey results and all other records (i.e. sign-in sheets, meetings, notes and/or video recordings).

## **5. Task V: Prepare a Program-level Environmental Impact Report (EIR) per the Requirements of the California Environmental Quality Act (CEQA)**

a. Prepare a Program-level Environmental Impact Report (EIR) per the requirements of CEQA.

- Assume up to three project alternatives would be analyzed in the EIR.
- A detailed written proposal for each task is required and should include a budget proposal and phased task-specific schedule.

b. **Scoping Task | Prepare Project Description/Preliminary Studies:** Based on the deliverables of the preliminary design phase, develop the study area, and begin to document existing baseline conditions for environmental resource areas. Additionally, a No Project Alternative description will be prepared and shared with RAP. Based on the previous community engagement phase, identify potential interested parties and update stakeholders mailing list, create a cumulative projects list, start the Assembly Bill (AB) 52 outreach process. Identify potential sustainable design features to minimize environmental impacts related to construction activities and operations.

c. **Scoping Task | Initial Study/Notice of Preparation:** Prepare and distribute Initial Study/Notice of Preparation for a 30-day public review period. Prepare display ads for the City to publish in local newspapers during the scoping period. One public comment meeting will be held in person and on appropriate Internet formats. Provide court reporter services, and provide public outreach, meeting notification and preparation support. Landscape Architect shall also identify all potential environmental permits and planning entitlements that may be needed to support the Proposed Project and alternatives. Attend project coordination meetings as needed.

d. **Scoping Task | Deliverables:** Provide Initial Study in digital Word/Google document format. Once the drafts are revised and approved by RAP, provide one printed copy and one digital PDF file of the Initial Study. Provide 50 printed copies of the Initial Study summary for public distribution.

e. **Draft EIR Task | Technical Studies:** Prepare technical studies and identify mitigation measures as needed. Prepare two Administrative Draft EIRs for internal RAP review, prepare and distribute Draft EIR, host up to two public meetings during 60-day EIR review period, provide court reporter services, and provide public outreach and meeting notification, preparation support, and printed materials. File Notice of Completion/Notice of Availability. Attend project coordination meetings as needed. The EIR should address the following factors for construction, operations, cumulative impacts, and alternative projects:

- Aesthetics/Visual Impact Analysis
- Air Quality Impact Analysis (construction and operational emissions)
- Biological Resource Impact Analysis
- Cultural Resource (paleontological, archaeological, historical, tribal)
- Tribal Resources, including compliance with AB 52
- Forestry Resource Impact Analysis (no agricultural impacts)
- Geology/Soils Analysis
- Greenhouse Gas Impact Analysis (construction and operational emissions)

Hazards & Hazardous Materials

- Hydrology/Water Quality Analysis
- Land Use/Planning Impact Analysis (consistency with current plans and design guidelines)
- Noise Impact Analysis (construction phases, operational)
- Public Services
- Recreation Resource Impacts (Elysian Park)
- Utilities/Service Systems Impact Analysis (including related sustainability measures and energy conservation).
- Transportation/Traffic Impact Analysis (including parking, pedestrian/vehicular circulation, and traffic impacts) VMT analyses.
- Growth Inducing Impacts.
- Mandatory Findings of Significance

f. All technical surveys/reports/assessments/studies/memos shall be conducted by qualified staff. Documentation of the results shall be incorporated into a technical report or memo for use as an Appendix to the Program EIR. Each technical report or memo shall include the following components:

- Regulatory Setting
- Environmental Setting
- Environmental Impact Analysis
- Methodology
- Thresholds of Significance
- Construction Impacts
- Operational Impacts
- Mitigation Measures
- Significant Unavoidable Adverse Effects
- Cumulative Impacts

g. Landscape Architect shall share scope of work and methodology for technical studies with RAP staff and get the RAP's agreement on significance thresholds and related items prior to starting the detailed impact analysis.

h. Landscape Architect shall confer with RAP staff and get the RAP's agreement on mitigation measures and their likely effect on significant unavoidable adverse effects prior to submitting the administrative draft of the completed technical report.

**i. Draft EIR Task | Deliverables:** Provide one copy of each draft survey/technical report in digital MSWord or Google document format. Once the drafts are revised and approved by RAP, provide one printed copy and one digital PDF file of the Final technical reports. Regarding the administrative Draft EIR, please assume up to two cycles of internal review. The first administrative draft shall be submitted electronically in a waterfall approach (sections shall be submitted as they become available). The second administrative draft shall be submitted as a complete copy that incorporates the RAP's revisions and addresses previous RAP comments. Please provide one complete hard copy of the second administrative Draft EIR, and of draft Executive Summaries, in Word/Google Document. Once revisions have been approved by the RAP, please publish and distribute Draft EIR as described in the 'Scope of Work Details' section and provide one printed copy and one pdf copy.

**j. Final EIR Task | Prepare Final EIR:** Review comments received on Draft EIR and prepare

responses, evaluating if additional technical analysis is needed; Prepare Final EIR, which includes: Chapter 1 Project Description, Chapter 2: Comments Received & Responses to Comments; and Chapter 3: Revisions/Updates to Draft EIR and technical studies if needed; Prepare Findings and Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program. Upon certification of EIR, file Notice of Determination with the County Clerk and pay filing fees (include CDFW filing fee). Attend project coordination meetings as needed.

**k. Final EIR Task | Deliverables:** Provide one copy of Final Program EIR in digital MSWord or Google document format. Please assume up to two cycles of internal review. Once the drafts are revised and approved by RAP, provide one printed copy and one digital PDF file of the Final Program EIR.

**I. Task V Scope of Work:**

- All three alternatives will be evaluated in the EIR and a preferred alternative will be identified.
- Prepare interested parties' stakeholder list, including responsible agencies, resource agencies, community groups, other interested parties, libraries, and newspapers.
- Identify and develop mitigation measures as needed.
- Prepare Administrative Draft EIR for internal RAP review (assume up to two cycles of review shall occur) and implement edits/comments as directed.
- Prepare Screen-check Draft EIR.
- Finalize and publish Draft including notification and upload to State Clearinghouse (SCH), file Notice of Completion with the SCH and or Notice of Availability with County Clerk. Provide MS Word files and PDF files for posting on RAP's website.
- As needed, attend up to ten project coordination meetings with RAP staff.
- Coordinate with RAP through conference calls and provide weekly status reports by email.
- Arrange and support one public scoping meeting, arrange and support two public hearings during the DEIR public review period, attend two Board of Recreation and Parks Commissioners meetings, up to two Council Committee meetings, and two City Council meetings. Provide court reporter for scoping and Draft EIR public meetings. Prepare fact sheets for public outreach that summarize the proposed project and address potential environmental impacts/key community issues. Public outreach should utilize social media, including Facebook and NextDoor.
- Prepare written responses to comments received during the public review period. For cost purposes, assume up to 50 substantive comments are received.
- Publish Final EIR.
- Prepare updated Final EIR notification/distribution list including responsible agencies, resource agencies, community groups, and other interested parties.
- Prepare Mitigation Monitoring and Reporting Program and Statement of Findings and Overriding Considerations, as needed.

**6. Task VI: Implementation Plans**

- a. The Landscape Architect shall develop a conceptual framework to implement the desired activities and provide alternative scenarios on how they could be accommodated.
- b. Based on research community outreach, and analysis findings, the Landscape Architect shall prepare concept designs to support the desired activities and provide for review by internal and external stakeholders. This should include three Master Plan alternative scenarios. The three

Master Plan alternative scenarios should:

- Anticipate phased build out and implementation of the Master Plan.
- Incorporate the Plan Area projects identified by the City.
- Provide a clear understanding of how to achieve the build out of key Master Plan components in a Strategic Action Plan that outlines the implementation of short-term (0-3 years), medium-term (5-10 years) and long-term (10-20 years) recommended projects, tasks, and programming.

c. For each Scenario, the Landscape Architect shall, include:

- A plan to determine where new park and recreation amenities will be located based on the feedback received from the local communities of Elysian Park.
- A robust assessment of the existing Elysian Park Therapeutic Recreation Center, which is in need of renovations and updated amenities that are ADA compliant.
- An analysis of the opportunities and constraints of the Plan Area.
- Order of magnitude project cost estimates for each alternative.
- Likely phasing of implementation of each scenario.
- An analysis of proposed projects that are in response to needs identified and criteria used.
- An analysis of the existing needs for each public and private street within Elysian Park.
- The strategy for modernization improvements to bicycle, ADA, and pedestrian circulation. An analysis of the condition of the existing trail network and make recommendations for improvements and expansion where appropriate.
- The strategy for neighborhood and community connectivity, including an analysis of existing and projected commuter traffic, special event traffic, and parking activities for each day of the week. This analysis should consider how external transportation projects may affect the internal circulation of the park, and should have an intention to repair the fragmentation of the Park created by the State Route 110 Highway.
- The strategic approach for balancing development with the Park's ecosystem.
- An analysis of opportunities to manage use and programming in existing and planned facilities.
- Recommendations identified by community members and other interested parties.

d. The Landscape Architect shall determine viable sustainability approaches to meet, address, and/or design all requirements and aspects related to the project, which are consistent with the City's goals for sustainability. This includes consideration of energy and water-efficient practices and products, including but not limited to: solar panels and clean energy infrastructure to power proposed and existing park facilities, and expanding the use of recycled water for park irrigation.

e. The Landscape Architect shall consider the use of stormwater design Best Management Practices (BMP's) such as infiltration systems, stormwater capture and reuse, and high efficiency biofiltration and bioretention systems.

f. Based on the Landscape Architect's professional experience, use graphic materials such as physical models, renderings, digital models, fly-throughs and/or other visual tools to adequately represent the three alternatives.

g. The three Master Plan alternative scenarios will be presented in public forums (one Community Workshop and two Focus Group Workshops) as described in Task IV and will be posted on the project web site.

h. Based on overall feedback, a final Master Plan design will be developed, presented in a public forum to the RAP Board of Commissioners, and posted on the project web site. Again, appropriate visual tools must be used to adequately explain the design to the public

i. **Deliverables:** Landscape Architect must provide the following as deliverables for Task VI:

- Strategic Action Plan describing the recommended short, medium, and long-term actions as identified by RAP and community groups.
- Based on the Landscape Architect's professional experience, develop graphic materials such as context analysis drawings, design logic drawings, site plans, sections, 3-dimensional drawings, or renderings needed to convey the schematic alternatives to both internal and external audiences.
- Boundary and topographic drawings.
- Brief narrative descriptions of any proposed new design features, of potential recreational and environmental improvements, including their purpose and function.
- Written comments from internal/external reviews.
- Presentations to staff of the City's formal review boards at major milestones to solicit comments and feedback.
- Presentation of schematic alternatives to stakeholders and documentation of feedback as outlined in Task II.
- Identification of permitting requirements for the proposed scenario features.
- Preparation of conceptual project cost estimates and cost benefit analyses for each alternative, as well as summaries of the advantages and disadvantages of each alternative. Identify and provide rough order of magnitude (ROM) cost estimates for utility relocation and identify any new easements that may be required for utility relocations and drainage areas. Perform a drainage concept study for each design alternative in comparison with the existing drainage patterns and facilities, including determination of type and cost of modifying drainage infrastructure.
- Preliminary estimated project costs should be organized to help secure funding for final design, engineering, construction and project management, and should consider phased funding.
- All written and graphic materials needed to conduct presentations.
- Monthly progress reports (actual work vs. planned work), in accordance with the work plan and schedule. Update the work plan and schedule as needed.

## 7. Task VII: Draft Master Plan and Presentation

a. Based on research and analysis findings, technical advisory input, and community outreach, Landscape Architect shall compile all research and community outreach data into a comprehensive Draft Master Plan report and develop a presentation (using PowerPoint or comparable presentation software). The draft report and presentation will include graphics such as tables, graphs, illustrations, concept designs, pictures, and other information to illustrate Landscape Architect's recommendations.

b. Once the draft report and presentation are completed, the Landscape Architect shall present the draft report and presentation to City staff and incorporate proposed revisions based on City staff input. Once the draft report and presentation have been revised, the Landscape Architect shall develop a final report and presentation.

c. **Deliverables:** Landscape Architect must provide the following as deliverables for Task VII:

- Six hard bound copies, one electronic, print ready copy of the Master Plan in Portable Document Format (PDF), and a web version of the Master Plan, including diagrams; photographs; research and analysis findings; summary of strategies utilized and comments obtained during the Community Outreach and Public Participation process; descriptions of all Master Plan features; a proposed phasing plan, a draft itemized project construction cost estimate by the phases of development; and itemized maintenance and/or operations costs for any new feature.
- Three presentations by Landscape Architect of the Draft Master Plan to the combined City entities with representatives from other agencies involved in the project.
- Presentation by Landscape Architect of the Draft Master Plan to the public in two separate forums (one Community Workshop and two Focus Group Workshop) as outlined in Task IV.
- All written, graphic and digital materials needed to conduct presentations of the Draft Master Plan.
- Any other written, graphic or digital materials needed to explain the Draft Master Plan.

## **8. Task VIII: Final Master Plan Document and Collateral Materials**

- a. Based upon comments and feedback on the Draft Master Plan, develop the Final Master Plan document and collateral materials, which must at minimum include the information noted below.
- b. A written, print-ready and web-ready report that addresses the objectives outlined in this RFP and objectives identified during the Master Plan process. Appropriate plans, drawings, diagrams, models, and graphics must be included to adequately represent the final Master Plan design, the underlying analytic work, and the implementation strategy.
- c. **Deliverables:** Landscape Architect must provide the following as deliverables for Task VIII:
  - Six hard bound copies, one electronic, print-ready copy in Portable Document Format (PDF) and a web-ready version of the Final Master Plan Report, including all site plans, colored renderings, sections and elevations drawings; diagrams; photographs; research and analysis findings; summary of strategies utilized and comments obtained during the Community Outreach and Public Participation processes; descriptions of all Master Plan features; a final itemized project cost estimate by phases of development; itemized maintenance and/or operations costs for any new feature; and recommendations for phased development.
  - Up to six color renderings and diagrams of the final Master Plan for in-person presentation purposes or displays in a large, hard copy and digital format, that can be printed on multiple sheets lined up in sequence mounted to boards.
  - Digital presentation materials to be used for the City's formal review committees, various City boards, appropriate City policy committees, Council Offices, Mayor's Office, and other groups as required.
  - Presentation by the Landscape Architect of the Final Master Plan to the Mayor's Office, City Council Districts Nos. 1 and 13, the Board of Public Works (if applicable), the Board of Recreation and Parks, the Board of Water and Power Commissioners, full City Council and appropriate City Council Committees, for review and/or approval. RAP will work with the Landscape Architect to combine these presentations where feasible.
  - Presentation by the Landscape Architect of the Final Master Plan to the public at a regularly scheduled public meeting (ie.RAP Board of Commissioners meeting or a relevant City Council Committee meeting)
  - Any other written, graphic and digital materials needed to conduct presentations.



**Appendix C - Budget Template**

| <b>TASK NO.</b> | <b>TASK NAME</b>  | <b>BUDGET</b> | <b>DELIVERABLES</b>   |
|-----------------|---|---------------|---|
| 1               | Project Initiation and Kick-Off   | \$29,000.00   | Work plan and project schedule.<br>Set up project website that will host all project related information and content.<br>A record of minutes for all meetings.  |
| 2               | Conduct and Coordinate Steering Committee Meetings  | \$62,000.00   | Meeting Coordination and meeting minutes.<br>A work plan for the set-up and organization of Steering Committee meetings.  |
| 3               | Research, Analysis, Agency Input and Input from Organized Stakeholder Groups  | \$196,000.00  | Meeting Coordination and meeting minutes.<br>Draft and final versions of Research and Analysis findings.<br>Valid maps detailing parcel ownership & boundaries, utilities, drainage, site conditions, etc.<br>Submit monthly progress reports (actual work vs. planned work), in accordance with the work plan and schedule.<br>Update the work plan and schedule as needed.  |
| 4               | Community Outreach and Public Participation   | \$149,000.00  | A work plan detailing the community outreach strategy and timeline.<br>All presentation, written, graphic and social media materials.<br>A detailed written summary of community and public input and survey results and all other records (i.e. sign-in sheets, meetings, notes and/or video recordings).  |
| 5               | Prepare a Program-level Environmental Impact Report (EIR) per the Requirements of the California Environmental Quality Act (CEQA) | \$421,065.00  | Prepare Project Description/Preliminary Studies.<br>Initial Study/Notice of Preparation.<br>Provide Initial Study in digital Word/Google document format. Once the drafts are revised and approved by RAP, provide one printed copy and one digital PDF file of the Initial Study. Provide 50 printed copies of the Initial Study summary for public distribution.<br>Prepare technical studies and identify mitigation measures as needed. Prepare two Administrative Draft EIRs for internal RAP review, prepare and distribute Draft EIR, host up to two (2) public meetings during 60-day EIR review period, provide court reporter services, and provide public outreach and meeting notification, preparation support, and printed materials. File Notice of Completion/Notice of Availability.<br>Draft EIR - Provide one copy of each draft survey/technical report in digital MSWord or Google document format. Once revisions have been approved by the RAP, please publish and distribute Draft EIR as described in the 'Scope of Work Details' section and provide one printed copy and one pdf copy.<br>Final EIR - Provide one copy of Final Program EIR in digital MSWord or Google document format. Please assume up to two cycles of internal review. Once the drafts are revised and approved by RAP, provide one printed copy and one digital PDF file of the Final Program EIR. |
| 6               | Implementation Plans  | \$125,000.00  | Strategic Action Plan describing the recommended short, medium, and long-term actions as identified by RAP and community groups.<br>Develop graphic materials such as: context analysis drawings, design logic drawings, site plans, sections, 3-dimensional drawings, or renderings needed to convey the schematic alternatives to both internal and external audiences.<br>Boundary and topographic drawings.<br>Brief narrative descriptions of any proposed new design features, of potential recreational and environmental improvements, including their purpose and function.<br>Written comments from internal/external reviews.<br>Presentations to staff of the City's formal review boards at major milestones to solicit comments and feedback.<br>Presentation of schematic alternatives to stakeholders and documentation of feedback.<br>Identification of permitting requirements for the proposed scenario features.   |

|   |   |                       |  |
|---|---|-----------------------|--|
|   |   |                       | <p>Preparation of conceptual project cost estimates and cost benefit analyses for each alternative, as well as summaries of the advantages and disadvantages of each alternative. Identify and provide rough order of magnitude (ROM) cost estimates for utility relocation and identify any new easements that may be required for utility relocations and drainage areas. Perform a drainage concept study for each design alternative in comparison with the existing drainage patterns and facilities, including determination of type and cost of modifying drainage infrastructure.</p> <p>Preliminary estimated project costs should be organized to help secure funding for final design, engineering, construction and project management, and should consider phased funding.</p> <p>All written and graphic materials needed to conduct presentations.</p> <p>Monthly progress reports (actual work vs. planned work), in accordance with the work plan and schedule. Update the work plan and schedule as needed.</p>  |
| 7   | Draft Master Plan Report and Presentation           | \$394,500.00          | <p>Six (6) hard bound copies, one electronic, print ready copy of the Master Plan in Portable Document Format (PDF), and a web version of the Master Plan, including diagrams; photographs; research and analysis findings; summary of strategies utilized and comments obtained during the Community Outreach and Public Participation process; descriptions of all Master Plan features; a proposed phasing plan, a draft itemized project construction cost estimate by the phases of development; and itemized maintenance and/or operations costs for any new feature.</p> <p>Three (3) presentations by the Consultant of the Draft Master Plan to the combined City entities with representatives from other agencies involved in the project.</p> <p>Presentation by the Consultant of the Draft Master Plan to the public in two separate forums (one Community Workshop and two Focus Group Workshop) as outlined in Task IV.</p> <p>All written, graphic and digital materials needed to conduct presentations of the Draft Master Plan.</p> <p>Any other written, graphic or digital materials needed to explain the Draft Master Plan.</p>  |
| 8   | Final Master Plan Document and Collateral Materials | \$57,000.00           | <p>Six (6) hard bound copies, one electronic, print-ready copy in Portable Document Format (PDF) and a web-ready version of the Final Master Plan Report, including all site plans, colored renderings, sections and elevations drawings; diagrams; photographs; research and analysis findings; summary of strategies utilized and comments obtained during the Community Outreach and Public Participation processes; descriptions of all Master Plan features; a final itemized project cost estimate by phases of development; itemized maintenance and/or operations costs for any new feature; and recommendations for phased development.</p> <p>Up to six color renderings and diagrams of the final Master Plan for in-person presentation purposes or displays in a large, hard copy and digital format, that can be printed on multiple sheets lined up in sequence mounted to boards.</p> <p>Digital presentation materials to be used for the City's formal review committees, various City boards, appropriate City policy committees, Council offices, Mayor's office, and others as required.</p> <p>Presentation by the Consultant of the Final Master Plan to the Mayor's Office, City Council, and the Board of Recreation and Parks. RAP will work with the Consultant to combine these presentations where feasible.</p> <p>Presentation by the Contractor of the Final Master Plan to the Mayor's Office, City Council Districts Nos. 1 and 13, the Board of Public Works (if applicable), the Board of Recreation and Parks, the Board of Water and Power Commissioners, full City Council and appropriate City Council Committees, for review and/or approval. RAP will work with the Contractor to combine these presentations where feasible.</p> <p>Presentation by the Consultant of the Final Master Plan to the public at a regularly scheduled public meeting (ie.RAP Board of Commissioners meeting or a relevant City Council Committee meeting)</p> <p>Any other written, graphic and digital materials needed to conduct presentations.</p> |
| <b>Reimbursable Expenses: Master Planning</b>           |   | \$35,000.00           |  |
| <b>Reimbursable Expenses: Outreach &amp; Engagement</b> |   | \$30,000.00           |  |
| <b>TOTAL PROJECT COST</b>                               |   | <b>\$1,498,565.00</b> |  |

## Required Insurance and Minimum Limits

Name: Michael Van Valkenburgh Associates, Inc. Date: 01/22/2026

Agreement/Reference: Master Plan for Elysian Park

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

Limits

|  |   |
|--|---|
| <input checked="" type="checkbox"/> <b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</b>  | WC <u>Statutory</u>   |
|  | EL <u>\$1,000,000</u>   |
| <input checked="" type="checkbox"/> Waiver of Subrogation in favor of City   | <input type="checkbox"/> Longshore & Harbor Workers<br><input type="checkbox"/> Jones Act |
| <hr/>  |   |
| <input checked="" type="checkbox"/> <b>General Liability</b> <u>City of Los Angeles must be named as an additional insured party</u>   | <u>\$1,000,000</u>  |
| <input checked="" type="checkbox"/> Products/Completed Operations  | <input type="checkbox"/> Sexual Misconduct _____  |
| <input type="checkbox"/> Fire Legal Liability _____  |   |
| <input type="checkbox"/> _____   |   |
| <hr/>  |   |
| <input checked="" type="checkbox"/> <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)   | <u>\$1,000,000</u>  |
| <hr/>  |   |
| <input checked="" type="checkbox"/> <b>Professional Liability</b> (Errors and Omissions)   | <u>\$1,000,000</u>  |
| Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>  |   |
| <hr/>  |   |
| <b>Property Insurance</b> (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 _____  |   |
| <hr/>  |   |
| <b>Pollution Liability</b>   |   |
| <input type="checkbox"/> _____   |   |
| <hr/>  |   |
| <b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b>  | <u>100% of the contract price</u>   |
| <hr/>  |   |
| <b>Crime Insurance</b>   |   |
| <hr/>  |   |
| <b>Other:</b> <u>Provided to: Meghan Luera @ RAP</u>   |   |
| If a contractor has no employees and decided not to cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <a href="http://cao.tacit.org/risk/InsuranceForms.htm">http://cao.tacit.org/risk/InsuranceForms.htm</a> |   |
| In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.   |   |

## **Professional Services Agreement**

**MICHAEL VAN VALKENBURGH ASSOCIATES, INC.**

### **Appendix E - Confidentiality Agreement**

I A. Paul Seck, (hereinafter referred to as "Landscape Architect"), have entered into a contract (hereinafter referred to as the "Agreement") with the City of Los Angeles to provide various services to the City of Los Angeles (hereinafter referred to as "City").

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

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

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

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

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

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

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

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

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

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

A. Paul Seck

Print Landscape Architect Name

Landscape Architect Signature

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Partner and COO

Print Landscape Architect Title

Date

Landscape Architect Address

16 Court Street, 11th Floor, Brooklyn, NY 11241

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Agreement Number \_\_\_\_\_

## **Professional Services Agreement**

**MICHAEL VAN VALKENBURGH ASSOCIATES, INC.**

### **Appendix E - Confidentiality Agreement**

I Paloma Garcia Simon, (hereinafter referred to as "Landscape Architect"), have entered into a contract (hereinafter referred to as the "Agreement") with the City of Los Angeles to provide various services to the City of Los Angeles (hereinafter referred to as "City").

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

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

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

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

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

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

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

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

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

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

Paloma Garcia Simon

Print Landscape Architect Name

\_\_\_\_\_  
Landscape Architect Signature

Associate Principal, Project Manager

Print Landscape Architect Title

Date

Landscape Architect Address

500 S. Grand Avenue, Suite 1650, Los Angeles, CA 90071

Agreement Number \_\_\_\_\_

## **Professional Services Agreement**

**MICHAEL VAN VALKENBURGH ASSOCIATES, INC.**

### **Appendix E - Confidentiality Agreement**

I Andy Wisniewski, (hereinafter referred to as "Landscape Architect"), have entered into a contract (hereinafter referred to as the "Agreement") with the City of Los Angeles to provide various services to the City of Los Angeles (hereinafter referred to as "City").

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

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

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

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

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

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

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

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

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

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

Andy Wisniewski

Print Landscape Architect Name

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Landscape Architect Signature

Associate Principal, Project Designer

Print Landscape Architect Title

Date

Landscape Architect Address

500 S. Grand Avenue, Suite 1650, Los Angeles, CA 90071

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Agreement Number \_\_\_\_\_

### 1.8 TRAVEL

#### 1.8.1 Overview and General Guidelines

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

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

General guidelines:

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

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

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

### **1.8.2 Terms and Definitions**

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

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

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

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

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

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

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

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

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

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

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

### **1.8.3 Controller Responsibilities**

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

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

### **1.8.4 Department Responsibilities**

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

Department Heads shall designate a Department Travel Coordinator who will:

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

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

#### **1.8.5 Documenting and Approving Travel Plans (Travel Authorities)**

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

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

#### **1.8.6 Other Required Approvals and Notifications**

##### **A. Travel for Department Heads and Commissioners**

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

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## **B. Travel to Sacramento or Washington D.C.**

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

## **C. Travel Related to Advocacy and Intergovernmental Relations**

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

## **D. Foreign Travel involving more than one City Commissioner**

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

### **1.8.7 Transportation Expenses**

#### **A. Transportation Selection Criteria**

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

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

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

Travelers should do the following to avoid paying higher airfares:

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

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

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

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

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

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

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

- 1) Private automobile
  - a) Travelers operating the vehicle must have a valid driver's license and comply with LAAC section 4.232 insurance requirements.
  - b) Documentation of miles traveled, such as a map print-out with the number of miles is required.
  - c) Reimbursement for private automobile use shall be in accordance with the mileage provisions under the LAAC Division 4, Chapter 5, Article 2.
  - d) Reimbursement for use of a personal automobile will be payable to only one employee when traveling together with other employees on the same trip and in the same vehicle.
  - e) Reimbursement is not allowable if the traveler already receives a car allowance or any type of vehicle subsidy from the City on a regular basis through payroll.
  - f) Travel mileage should be claimed on the PES and not on the mileage reimbursement form.
- 2) Automobile rental
  - a) Travelers should select a mid-size or smaller rental car
  - b) Domestic rental car insurance is not reimbursable. Expenses arising from auto accidents will be reimbursed by the City through the self-insurance program. Travelers should consult with the City Administrative Officer (CAO) Risk Management Section for additional guidance.
  - c) For foreign travel, travelers should purchase that country's liability insurance from a reliable source.
  - d) Receipts are required for reimbursement of rental car, gasoline, parking, and toll expenses. If receipts for toll and/or parking meter expenses are not available, provide printouts from official websites, credit card receipts, or other appropriate documentation.
  - e) Travelers must fill the gas tank before returning a rental vehicle to avoid fuel surcharges.
  - f) Add-ons (e.g., GPS device) or other rental fees are not reimbursable expenses.

### **1.8.8 Per Diem Expenses (Lodging, Meals and Incidentals)**

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

#### **A. Lodging/Hotel**

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

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

## **B. Meals and Incidental Expenses (M&IE)**

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

The applicable federal per diem rates are as follow:

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

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

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

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

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

| <b><u>M&amp;IE Reimbursement Methods for Travel with Overnight Lodging</u></b>  |                          |   |   |  |
|---|--------------------------|---|---|--|
| <b>Selected Reimbursement Method (1, 2 or 3) must be used for the entire trip</b>   |                          |   |   |  |
| <b>Methodology</b>  | <b>Receipts Required</b> | <b>Reimbursement Cap at Destination</b>                                     | <b>Prorated Reimbursement Cap for Travel Day/Conference Provided Meal<sup>(1)</sup>/"50-mile" Rule Exceptions</b> | <b>Exception: Full Reimbursement Cap for Travel Day/Conference Provided Meal<sup>(2)</sup></b> |
| Method 1: Federal Per Diem  | No                       | Reimburse at federal per diem amount for destination                        | 75% proration of federal per diem amount  | No exceptions allowed  |
| Method 2: Actual costs capped at federal per diem   | Yes                      | Reimburse actual costs <i>up to</i> federal per diem amount for destination | Reimburse actual costs <i>up to</i> 75% of federal per diem amount for destination                                | Reimburse actual costs <i>up to</i> full federal per diem amount for destination               |
| Method 3: Actual costs capped at \$60/day   | Yes                      | Reimburse actual costs <i>up to</i> \$60 per day                            | Reimburse actual costs <i>up to</i> \$45 per day  | Reimburse actual costs <i>up to</i> \$60 per day   |
| (1) Hotel complimentary breakfasts do not constitute a meal.  |                          |   |   |  |
| (2) Exceptions to proration for travel days may be granted for full days spent at destination or in transit. Exceptions to proration for conference-provided meals may be granted if conference cannot accommodate medical or religious restrictions. |                          |   |   |  |

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

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

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

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

The following guidelines apply to one-day meal reimbursements:

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

### **1.8.9 Other Travel Expenses**

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

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

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

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

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

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

### **1.8.10 Special Circumstances Requiring Exceptions to Standard Guidelines**

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

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

### **A. Airline Travel**

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

### **B. Alternate Modes of Transportation**

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

### **C. Lodging/Hotel**

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

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

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

#### **D. Other Travel Expenses**

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

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

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

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

### **1.8.11 Interrupted and Indirect Travel**

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

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

### **1.8.12 Personal Expense Statement (PES) and Required Documentation**

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

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

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

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

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

#### **1.8.13 Foreign Currency**

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

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

#### **1.8.14 Travel Advances**

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

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

#### **1.8.15 Travel Reimbursements Reported As Taxable Income**

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

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

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

#### **1.8.16 Related Resources**

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

| <b>FMS Guidance</b> |                  |                        |
|---------------------|------------------|------------------------|
| <b>Subject Area</b> | <b>Procedure</b> | <b>Training Manual</b> |
| Travel Encumbrance  | AP-301-5         | FMS 303                |
| Travel Expenditure  | AP-401-5         | FMS 304                |

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

# **City of Los Angeles**

## **Department of Recreation and Parks**



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

# **REQUEST FOR PROPOSALS**

## **SERVICES TO DEVELOP A MASTER PLAN FOR ELYSIAN PARK**

**RFP Release Date:**

**June 16, 2025**

**Mandatory Pre-Proposal Meeting:**

**July 15, 2025**

**Submission Deadline:**

**August 19, 2025**

**City of Los Angeles  
Request for Proposals  
SERVICES TO DEVELOP A MASTER PLAN FOR  
ELYSIAN PARK**

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## **I. INTRODUCTION**

The City of Los Angeles (CITY), Department of Recreation and Parks (RAP) is seeking proposals for comprehensive master planning and design consulting services for the development of a Master Plan for Elysian Park (Master Plan). RAP seeks to engage a qualified team capable of providing the full range of disciplines and professional consulting services needed. The CITY intends to contract with one entity (hereinafter referred to as "Proposer") that shall be responsible for administering the entire Project and managing a team of subcontractors. The Proposer and their team shall be able to provide the services as described below.

The total amount payable to the Proposer shall not exceed \$1,500,000.00, with a performance period not exceeding 36 months from the date of issuance of the Notice to Proceed (NTP) by the CITY for the final Master Plan. Interim milestone deliverables will be established in consultation with the CITY, with the goal of a 12-month timeframe to fully develop the Draft Master Plan and a 24-month timeframe to adopt the Final Master Plan.

## **II. PROJECT BACKGROUND AND DESCRIPTION**

At approximately 548 acres, Elysian Park (Park) is one of the oldest public parks in the City of Los Angeles. Elysian Park is a regional park located just north of downtown Los Angeles, and is home to a variety of recreational facilities that directly serve the communities of Chinatown, Solano Valley, Cypress Park, Echo Park, Elysian Valley, Elysian Heights, Lincoln Heights, and Victor Heights. Immediately adjacent to the Park are the Barlow Respiratory Hospital, the Los Angeles Fire Department (LAFD) Frank Hotchkin Memorial Training Center, the Los Angeles Police Department (LAPD) Academy, and Dodger Stadium (collectively; the "Adjacent Major Entities"). Elysian Park has a unique range of geographic features and a diverse trail network. The peaks offer stunning views of the LA skyline and Basin, while the tree canopies in the valleys provide shaded areas with amenities for visitors across the region.

In 2016 RAP and the Los Angeles Department of Water and Power (LADWP) executed a Memorandum of Understanding for the transfer of \$12,500,000 from LADWP to RAP for various recreational improvements and beautification projects in Elysian Park. One of the projects that was approved as a part of that MOU was a proposed update to the unadopted 2006 Elysian Park Master Plan to include current community desires for the park and to better reflect the current conditions of the park.

Below is a summary of the areas of interest within Elysian Park Master Plan Area:

- The Grace E. Simons Lodge is a multi-use community building named in honor of the environmental advocate who saved Elysian Park in the 1960s from complete redevelopment. The venue typically hosts weddings, events, and community meetings.

- The Elysian Park Therapeutic Recreation Center is a facility that provides services and amenities for people with disabilities. Programs include adaptive sports, arts and crafts, social activities, and physical therapy specifically for youth between ages 6-18. Included in the center is an adaptive playground, classrooms, a gym, shaded picnic areas, and an outside play area.
- The Elysian Park Arboretum began collecting trees and seedlings from around the world in 1893, and now over 100 different species are scattered throughout the western area of the Park near the Grace Simons Lodge. Also included in the Arboretum is the Avenue of the Palms (aka Stadium Way between Academy Road & Scott Avenue), the Ficus Grove, Palm Hill, playgrounds, a horseshoe pit, barbecue pits, picnic areas, and restrooms.
- Victory Memorial Grove is located at the south west corner of the Park, and was originally dedicated in 1919 to the armed forces involved in World War I. It overlooks much of the western portion of the park, Dodger Stadium, and downtown.
- Angel's Point, home of the Glass-Simons Memorial Sculpture, is a picnic area that overlooks Dodger Stadium. The Lower Angel's Point, located at the intersection of Academy Road and the Gate G entrance to Dodger Stadium, has a playground and additional picnic areas.
- Buena Vista Overlook and Meadow are located in the north east corner of the Park near the Elysian Park Drive entrance adjacent to the North Broadway Viaduct. The Overlook offers an excellent view of Lincoln Heights and East L.A. just across the Los Angeles River, while the Meadow includes picnic areas and a playground in a calm nook of the Park.
- Elysian Fields is located at the geographic heart of the Park, is home to multiple baseball diamonds, picnic areas, and playgrounds.
- Solano Canyon is located between the Elysian Fields and the former Elysian Reservoir, and has tennis courts, a turf soccer field, small playground and a new playground currently under construction.
- Montecillo De Leo Politi Picnic Area is an event space available for reservation. The area is named after Leo Politi, an artist and author who celebrated the people and cultures of Los Angeles during the 20th Century. The picnic area includes a tennis court, restrooms, grass areas, barbecue pits, picnic tables, and horseshoe pits.

The Master Plan should guide the development of proposed RAP infrastructure, the redevelopment of existing facilities, and the reimaging of programming within Elysian Park, including the strategies to accomplish specific RAP goals and objectives.

The Master Plan shall:

- 1) Create a plan for future development to determine where new (or renovated) park and recreation amenities will be located based on the feedback received from community

- outreach. Specifically identify areas of improvement to security, lighting, sustainability and climate resilience; as well as improvements to recreational and educational programming.
- 2) Analyze and validate the ownerships of all parcels, utilities, and roads; survey the existing land uses, jurisdictions, and landscape features (inventory of flora and fauna); and, create an inventory of all types of art (including monuments & memorials), signage/landmarks, and user groups within the Plan Area.
  - 3) Analyze and propose enhancements to the circulation patterns within Elysian Park, including but not limited to, the condition of the existing trail network, pedestrian accessibility, Americans with Disabilities Act (ADA) compliant modernization opportunities, condition and alignment of park roads and public streets, existing and projected commuter traffic, special event traffic, and parking activities for each day of the week.
  - 4) Analyze agreement opportunities to manage use and programming in existing and planned facilities.
  - 5) Analyze and evaluate any approved or proposed developments at the Adjacent Major Entities, including but not limited to: potential impacts on Elysian Park operations, maintenance, and programming; impacts on circulation patterns and park access; and opportunities to provide enhanced integration with Park activities and programming.
  - 6) Complete an environmental review for impacts related to the construction and/or remediation of projects proposed in the Master Plan.

The Master Plan shall result in both short- and long-term design goals for the future of the Plan Area, and builds on the values of the 1971 Elysian Park Master Plan and the unadopted 2006 Elysian Park Master Plan. The Master Plan shall propose creative changes that can be implemented in phases to improve the visitor experience, maximizes opportunities for recreation, and improves access throughout Elysian Park.

The Proposer shall work closely with the communities of Solano Valley, Echo Park, Elysian Valley, Chinatown, the Friends of Elysian Park, the Office of Council Districts (CD) Nos. 1 and 13, adjacent Neighborhood Councils, and stakeholders of the Park and Adjacent Major Entities to develop the Master Plan for the Park, and to define innovative projects. This Master Plan shall also build on other design efforts that have preceded this work. These reference documents are listed in the List of Attachments.

The scope of work for the Master Plan for Elysian Park assumes that the Proposer shall coordinate with RAP to identify active and upcoming projects within the Park, as well as any projects in official conceptual stages.

For all projects identified as products of the Master Plan effort, the Proposer shall define the scope, budget and schedule for each project individually. Additionally, the Proposer shall be tasked with identifying potential funding sources for these projects, and to provide a funding schedule to realize these projects.

The environmental clearances of the projects recommended in the Final Master Plan will be a standalone task, and the sequence of the clearances must be part of the Master Plan phasing schedule.

### **III. IMPORTANT DATES AND DEADLINES**

#### **MANDATORY PRE-SUBMISSION MEETING:**

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

July 15, 2025 at 9:30 a.m.  
Grace Simons Lodge  
1025 Elysian Park Drive  
Los Angeles, CA 90012

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

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

Except for questions asked during the mandatory pre-submission meeting and non-mandatory technical review meeting, all questions must be in writing and submitted via email. Responses to questions will be posted to [www.rampla.org](http://www.rampla.org) along with this RFP. It is recommended that questions be submitted as soon as possible in order to provide sufficient time to post written responses prior to the deadline to submit a proposal. Questions will be deemed late and may not be answered after August 12, 2025 at 3:00 p.m. When submitting questions, please specify the RFP section and subsection number, paragraph number, and page number, and quote the passage that prompted the question.

### **NON-MANDATORY PRE-QUALIFICATION MEETING:**

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

This non-mandatory technical review meeting will be conducted at 11:00 a.m. on July 30, 2025 via Zoom at the following link:

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

**Or telephonically at +1 (669) 900-6833**

### **BUSINESS INCLUSION PROGRAM DUE DATE**

Business Inclusion Program (BIP) Outreach is an essential requirement of this RFP and must be completed through RAMP **by 11:59 p.m. on August 4, 2025.**

### **DEADLINE AND DELIVERY INFORMATION:**

### **RESPONSES MUST BE RECEIVED BOTH BY DROPBOX AND AS HARD COPIES**

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

### **DROPBOX SUBMISSION**

Electronic Responses must be received **no later than 1:00 p.m. on August 19, 2025** and uploaded to the following link:

**<https://www.dropbox.com/request/hLiP4iHyqOu0ziLGVD4v>**

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

### **HARD COPY SUBMISSION**

Hard Copy RFP Responses shall be submitted **no later than 3:00 p.m. on August 21, 2025**, as follows:

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

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

The format for the RFP response must be bound copies on vertically oriented 8 ½" x 11" size sheets, with fold out sheets that are 11" x 17" permitted. The responses shall not exceed 40 pages of text (excluding the appendix).

**RESPONSE OPENING:**

Those wishing to observe the response opening may do so by joining the meeting using the following information on **August 19, 2025 at 1:00 p.m.:**

Please use this link to join the meeting:

<https://us02web.zoom.us/j/88958611169>

Or telephonically at **+1 (669) 900-6833**

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

**IV. PURPOSE OF THIS REQUEST FOR PROPOSALS (RFP)**

RAP is initiating a Master Plan process to assess the existing facilities, landscapes, and user groups within the Plan Area to create a plan for future development and reimagining of Elysian Park. The Master Plan will help identify the current strengths, weaknesses, and areas for enhancement within the Plan Area. The Master Plan will heavily rely on community outreach. Feedback gathered from user groups across different levels of socioeconomic status, physical abilities, mental capacities, and ages through various outreach methods, including but not limited to; stakeholder meetings, public workshops, focus groups, and surveys. Outreach organizers would need to take into consideration outreach methods that ensure a diverse range of voices are heard over the course of the document's procurement.

A major component of the Master Plan will be to create a Strategic Action Plan for the implementation of proposed future projects. The purpose of the Strategic Action Plan is to align development with the overall vision produced by the community outreach tasked in the Master Plan. The goal is to create a uniform aesthetic to ensure that the future projects enhance the Plan Area and meet the short, medium, and long-term needs of the community and the City. Analyzing the circulation patterns within Elysian Park and to/through park adjacent communities is crucial for improving connectivity and links to existing active transportation networks within the City. The Master Plan will identify areas for improvement to transportation infrastructure, wayfinding, and accessibility. An emphasis on equity, inclusion, and safety in the planning process will be an overarching principle of the Master Plan to ensure that all community groups can access and benefit from new developments within the Plan Area.

Lastly, the Master Plan will analyze opportunities for agreements to manage use and programming in existing and planned facilities. Agreement opportunities will ideally help all involved agencies in the long-term planning of proposed enhancements within the Plan Area. Identifying these opportunities allows the City to guide usage and programming in ways that align with the vision of the Master Plan.

## **V. SCOPE OF SERVICES / DELIVERABLES**

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

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

- a. Assemble a comprehensive team of expert professionals for the execution of an Elysian Park Master Plan, as described in this RFP.
- b. Coordinate all subcontractor services needed to complete the work and allow sufficient time to review and correct the work of subcontractors prior to submission of all deliverables. All meetings that Contractor is required to attend shall also include subcontractors as appropriate. Contractor shall include a proposed limit of staff for all meetings outlined in this RFP.
- c. Provide an experienced Project Manager who will oversee the contractor team on a day-to-day basis for the duration of the task, and who will coordinate closely with RAP’s Project Manager. This coordination will include regular phone calls and email correspondence.
- d. Coordinate all work activities with the RAP Project Manager, which includes but is not limited to: coordination of all meetings; preparation of meeting materials and meeting minutes; organization of deliverables; identification of areas of concern; providing recommended solutions to such areas of concern that arise; providing sufficient contractor resources; management of subcontractors; following the RAP Project Manager’s directions; providing feedback, and coordination of all other matters related to the development of the Master Plan and all components outlined here.
- e. Attend coordination meetings anticipated to be held once every two weeks with RAP’s Project Management team. Steering Committee (SC) meetings are anticipated to be held once every month over the course of the Draft Master Plan; and once every 3-4 months over the course of the Final Master Plan.
- f. Expert facilitation of the public meeting process.
- g. Coordinate and facilitate community meetings and engagement functions.
- h. Develop an inclusive community engagement program that may include but not be limited to public workshops, focus group meetings, surveys, and participatory exercises. Contractor shall also work with RAP to update and maintain a project website. Prepare project information sheets, proper public meeting notifications, and other informational public materials as required. Prepare public presentations, renderings, physical models, digital fly-throughs, graphics and presentation materials for community meetings in collaboration with the RAP Project Manager.

- i. Management of the stakeholder and community information and input process, including public meetings, surveys, online communications, press releases, and the creation and maintenance of the project website.
- j. Formulation of and completion of appropriate technical studies, and visual and design studies and analyses required to support the Master Plan process and to support the conclusions that result from the work.
- k. Prepare a Strategic Action Plan for the implementation of short-term (0-3 years), near-term (5-10 years) and long-term (10-20 years) recommended projects, tasks, and programming based on the input from community members, stakeholders, and RAP staff.
- l. Production of graphs, renderings, site plans, and other physical, visual and graphic material that can be used to explain the process and the conclusions to the public and to policy makers.
- m. Authorship of the Master Plan in draft and final form, with associated visuals and with a final, comprehensive list of reference documents and work products. A final visual Master Plan presentation must also be created and presented. The final Master Plan document should be print ready and formatted to be effectively posted on the project website.
- n. Submit monthly progress reports (actual work vs. planned work), in accordance with the work plan and schedule. Update the work plan and schedule as needed.
- o. Submit timely invoices, with updated Business Inclusion Program utilization profiles corresponding to each invoice.
- p. Provide all documentation in electronic format.

Contractor shall complete the following tasks and deliverables for the Master Plan in addition to the items listed above. Contractor shall work with RAP to schedule these Tasks, and it is anticipated that there will be overlaps to the Tasks in order to achieve a full Draft Master Plan in twelve months and Final Master Plan in two years.

## 1. Task I: Project Initiation

- a. **Work Plan:** Contractor shall meet with City staff project team to develop and finalize a detailed work plan to complete the Master Plan, which at a minimum will describe the tasks to be performed, establish required meetings and presentations as well as clarify roles and responsibilities of both City staff and Contractor's team.
- b. **Work Schedule:** Contractor shall develop and maintain a Microsoft Project (or equivalent) work schedule of the Master Plan process that consists of:
  - Tasks to be performed
  - Durations
  - Start and end dates
  - Task relationships

- All significant tasks such as workshops, reviews, preparation of a Draft Master Plan, completion of the Final Master Plan, etc. included in the work schedule.
- c. **Project Website:** Contractor shall develop and maintain a project website that provides information and updates about the project, a community engagement and feedback section, and opportunities to get involved with the project. Contractor is not expected to respond to community feedback received on the website. The project website will be accessed through RAP's website, and the Contractor shall coordinate with RAP to establish this link. The website will be hosted under the City's website, and Contractor will send the project website to RAP's web team to upload on the laparks.org website. Contractor shall design the static website using HTML, CSS, and Bootstrap framework.. The Contractor shall upload approved project-related public information to maintain a current website for visitors. Information must be presented, at a minimum, in Mandarin, Cantonese, English, and Spanish that is both grammatically accurate and free from spelling errors.
- d. **Deliverables:** Contractor must provide the following as deliverables for Task I:
  - A record of minutes for all meetings.
  - A work plan and project schedule.
  - A project website that will host all project related information and content.

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

- a. In coordination with City staff, the Contractor shall conduct Steering Committee meetings. The Steering Committee will be tasked with providing expert guidance on the development of the Final Report and associated deliverables. The Steering Committee will also be responsible for providing input regarding the local communities' boundaries to be used for the purposes of conducting community outreach, reviewing Draft and Final Reports, and the implementation of the Master Plan.
- b. The Steering Committee may be composed of representatives from the Council Offices of District 1 & District 13, the Mayor's Office, the Los Angeles Dodgers, LAFD, LAPD, LADWP, the Barlow Respiratory Hospital, Los Angeles Department of Transportation (LADOT), California State Parks (State Parks), California Department of Transportation (Caltrans), non-profit organizations and community groups involved in parks and recreation advocacy, advocates of youth specific programming, environmental justice groups, park equity groups, and public health advocates. The Steering Committee is anticipated to meet a minimum of twelve times over the course of the Master Plan's development.
- c. **Deliverables:** Contractor must provide the following as deliverables for Task II:
  - A record of minutes for all meetings.
  - A work plan for the set-up and organization of Steering Committee meetings.

## 3. Task III: Research, Analysis, Government and Stakeholder Input

- a. Acquire, analyze, validate, and describe all existing information related to the Plan Area. This includes all relevant documents as listed in the attachments, as well as any other past studies, plans, and assessments related to the Plan Area that the Proposer identifies.

- b. Gather and validate information regarding the origins and evolution of the Park through archival research to ensure that the Master Plan honors the Park's cultural heritage. This includes but is not limited to: a boundary survey, investigating previous land use(s), key historical figures and communities, prior developments and renovations, and ecological shifts.
- c. Perform field site reviews and investigations, including walk-throughs with staff members most knowledgeable about the maintenance, operations, condition and usage for all aspects of park infrastructure.
- d. Conduct meetings and interviews with individuals and/or small groups of representatives from indigenous peoples, non-profits, organized stakeholder groups and government agencies that operate within and around the Plan Area. The purpose of these meetings is to identify the existing challenges, environmental concerns, desired improvements, and to understand their vision for the future of the Park. Data gathered from this type of outreach should be systematically collected and collated using a standard survey document which could also be distributed digitally for feedback from additional groups not interviewed in person.
- e. After an initial review of background data, existing site conditions, and outreach to stakeholders and elected officials, one of the first tasks for the selected Proposer shall be to draft and vet a detailed and topically organized list of Master Plan objectives, and using this, to refine the detailed Master Plan scope of work delivery schedule.
- f. Convene additional meetings with public stakeholder groups that will provide more feedback and direction throughout the process. Review, confirm and/or recommend modifications to the Master Plan design objectives based upon this input. External stakeholders include but are not necessarily limited to: the Echo Park Neighborhood Council (NC), Elysian Valley Riverside NC, Historic Cultural North NC, Lincoln Heights NC, Greater Cypress Park NC, homeowner associations, residents, nearby businesses, other organized groups in the area, and other interested City residents with an interest in the Project. This should include communities that are immediately adjacent to the Plan Area, and other community groups within but not limited to Chinatown, Solano Valley, Cypress Park, Echo Park, Elysian Valley, Elysian Heights, Lincoln Heights, and Victor Heights.
- g. Identify governmental agencies which have regulatory jurisdiction over any future alteration within the Plan Area boundaries, as well as understanding and documenting the requirements and procedures of these agencies.
- h. Conduct an environmental review of the Plan Area to evaluate the existing site features in terms of condition, need for upgrade, visual quality, environmental quality, and public use value. Identify potential environmental constraints and describe potential mitigations for the environmental clearances that will be required to execute recommended projects.
- i. **Deliverables:** Contractor must provide the following as deliverables for Task III:
  - Summary of meeting notes, surveys, and analysis of information received.
  - Draft and final versions of Research and Analysis findings.
  - Valid maps detailing parcel ownership & boundaries, utilities, drainage, site conditions, etc.

- Submit monthly progress reports (actual work vs. planned work), in accordance with the work plan and schedule. Update the work plan and schedule as needed.

#### 4. Task IV: Community Outreach and Public Participation

- a. **Planning and Design Workshops:** Contractor shall prepare and conduct a community input process that will allow for the maximum public participation through a variety of strategies, including but not limited to: stakeholder design meetings; public design workshops; focus groups; and social media design posts at major milestones and as required throughout the planning process to gain stakeholder and community insight and opinions on the design work completed to date and to adjust priorities. An estimated minimum of nine workshops (three community workshops and six focus group workshops) will be required.
- b. **Community Workshops:** Contractor shall conduct three workshops open to the public.
  - The first community workshop will be conducted at the outset of the Master Plan. The format of the initial community workshop meeting should be an introductory open house to the general public. In this workshop, the Contractor shall inform the community on the Master Plan's process and goals, existing facilities and programming available at the Park, and to educate participants on the cultural and natural history of the Park. Additionally, the Contractor shall explain the procurement process of how RAP facilities are built and maintained at the Park. Statistically valid surveys shall also be conducted. Feedback gathered from this workshop shall inform the direction of projects proposed in the Master Plan, and shall be presented at the second community workshop. All attendees of this meeting would be added to the project contact list.
  - The second community workshop will be conducted between the initial workshop and the release of the Draft Master Plan. The second workshop shall focus on listening to the needs of the general public. Up to date feedback received from the general public shall be presented at this meeting to reaffirm that the Master Plan process is a document focused on the community of the Park. Conceptual designs for specific Master Plan projects shall be presented at this workshop with the intention of refining based on community input. All attendees of this meeting would be added to the project contact list.
  - The third public workshop will be conducted after the release of the Draft Master Plan. This workshop would be an open house with presentations at the beginning and middle of the meeting, allowing participants to comment and provide feedback on the Draft Master Plan. All attendees of this meeting would be added to the project contact list.
- c. **Focus Group Workshops:** Contractors shall conduct six focus group workshops.
  - The first and second focus groups will be conducted after the initial public community workshop. The purpose of the focus group meeting would allow participants to provide feedback and engage in early discussions regarding the development of the Draft Master Plan. The first focus group shall be composed of members and representatives of stakeholder groups, Echo Park Neighborhood Council NC, Elysian Valley Riverside NC, Historic Cultural North NC, Lincoln Heights NC, Greater Cypress Park NC, and relevant City and RAP staff.

- The third and fourth focus groups will be conducted between the initial public workshop and the release of the Draft Master Plan. Similar to the second community workshop, conceptual designs for specific Master Plan projects shall be presented to solicit feedback from representatives. Feedback received would refine proposed projects in preparation for the Draft Master Plan. Stakeholders who participated in the previous focus group exercise may also attend this meeting.
  - The fifth and sixth focus groups will be conducted after the release of the Draft Master Plan, during the development of the Final Master Plan. Stakeholders who participated in the previous focus group workshops may also attend this meeting. This meeting could potentially include a site visit walkthrough component to different portions of the site with the Draft Master Plan in hand.
- d. The Contractor shall prepare presentation materials for these meetings, present at these meetings, prepare ancillary Master Plan information sheets and project briefings with maps and renderings, disseminate proper public meeting notifications, and manage public communications, including building on RAP's e-mail list and creating a physical mailing list for outreach and required notifications in coordination with RAP. The Contractor shall make clear input requests of the public, formulate and distribute questionnaires as needed, and prepare and circulate meeting summaries. These public meetings will offer design guidance and local expertise, but final direction will come exclusively from RAP's Project Manager.
- e. **Translation:** Contractor shall translate key public information documents into Spanish and Chinese (Cantonese and Mandarin), with the option of one additional language for translation of key documents. Contractor shall also provide Spanish and Chinese language interpreters for each large and small community meeting, with the option of adding interpreters for an additional language.
- f. **Surveys:** Contractor shall solicit community input using statistically valid surveys that ask questions on the design and use of the Plan Area; as well as opportunities to provide recommendations on how the Park should be improved. These surveys must be structured to be statistically valid and inclusive. Surveys must be in English, Spanish, and Chinese, with the option for an additional language.
- g. **Community Outreach and Public Participation Goals:** The community outreach process should seek to achieve the following:
- Educate the public about the Master Plan goals and objectives and the results of initial findings including constraints, opportunities and challenges.
  - Contractor outreach shall be structured to solicit input from a diverse audience across the Chinatown, Solano Valley, Cypress Park, Echo Park, Elysian Valley, Elysian Heights, Lincoln Heights, and Victor Heights communities, and must consider input from individuals who may not be able to attend meetings. Contractor shall propose diverse ways to outreach using social media, surveys, and other means.
  - Provide opportunities for communities across the City to provide feedback on the Master Plan process, including progress updates on the Steering Committee, and RAP components of the Draft's development.

- Plan for hybrid public meetings – entirely online or, alternatively, both online and in-person as required based on any prevailing health restrictions, community preference, or other unforeseen requirements.
  - Provide opportunities for input on current Project conditions, desirable amenities, activity adjacencies, etc. Solicit feedback on at least three alternative concept designs presented to determine the final Master Plan design direction.
- h. **Deliverables:** Contractor must provide the following as deliverables for Task IV:
- A work plan detailing the community outreach strategy and timeline.
  - All presentation, written, graphic and social media materials.
  - A detailed written summary of community and public input and survey results and all other records (i.e. sign-in sheets, meetings, notes and/or video recordings).
5. **Task V: Prepare a Program-level Environmental Impact Report (EIR) per the Requirements of the California Environmental Quality Act (CEQA)**
- a. Prepare a Program-level Environmental Impact Report (EIR) per the requirements of CEQA.
    - Assume up to three project alternatives would be analyzed in the EIR.
    - A detailed written proposal for each task is required and should include a budget proposal and phased task-specific schedule.
  - b. **Scoping Task | Prepare Project Description/Preliminary Studies:** Based on the deliverables of the preliminary design phase, develop the study area, and begin to document existing baseline conditions for environmental resource areas. Additionally, a No Project Alternative description will be prepared and shared with RAP. Based on the previous community engagement phase, identify potential interested parties and update stakeholders mailing list, create a cumulative projects list, start the Assembly Bill (AB) 52 outreach process. Identify potential sustainable design features to minimize environmental impacts related to construction activities and operations.
  - c. **Scoping Task | Initial Study/Notice of Preparation:** Prepare and distribute Initial Study/Notice of Preparation. Publish display ads in local newspapers during the scoping period. One public comment meeting will be held in person and on appropriate Internet formats. Provide court reporter services, and provide public outreach, meeting notification and preparation support. Contractor shall also identify all potential environmental permits and planning entitlements that may be needed to support the Proposed Project and alternatives. Attend project coordination meetings as needed.
  - d. **Scoping Task | Deliverables:** Provide Initial Study in digital Word/Google document format. Once the drafts are revised and approved by RAP, provide one printed copy and one digital PDF file of the Initial Study. Provide 50 printed copies of the Initial Study summary for public distribution.
  - e. **Draft EIR Task | Technical Studies:** Prepare technical studies and identify mitigation measures as needed. Prepare two Administrative Draft EIRs for internal RAP review, prepare and distribute Draft EIR, host up to three public meetings during 60-day EIR review period, provide court reporter services, and provide public outreach and meeting notification, preparation support, and printed materials. File Notice of Completion/Notice of Availability. Attend project coordination meetings as needed. The EIR should address the following factors for construction, operations, cumulative impacts, and alternative projects:

- Aesthetics/Visual Impact Analysis
  - Air Quality Impact Analysis (construction and operational emissions)
  - Biological Resource Impact Analysis
  - Cultural Resource (paleontological, archaeological, historical, tribal)
  - Tribal Resources, including compliance with AB 52
  - Forestry Resource Impact Analysis (no agricultural impacts)
  - Geology/Soils Analysis
  - Greenhouse Gas Impact Analysis (construction and operational emissions)
  - Hazards & Hazardous Materials
  - Hydrology/Water Quality Analysis
  - Land Use/Planning Impact Analysis (consistency with current plans and design guidelines)
  - Noise Impact Analysis (construction phases, operational)
  - Public Services
  - Recreation Resource Impacts (Elysian Park)
  - Utilities/Service Systems Impact Analysis (including related sustainability measures and energy conservation).
  - Transportation/Traffic Impact Analysis (including parking, pedestrian/vehicular circulation, and traffic impacts) VMT analyses.
  - Growth Inducing Impacts.
  - Mandatory Findings of Significance
- f. All technical surveys/reports/assessments/studies/memos shall be conducted by qualified staff. Documentation of the results shall be incorporated into a technical report or memo for use as an Appendix to the Program EIR. Each technical report or memo shall include the following components:
- Regulatory Setting
  - Environmental Setting
  - Environmental Impact Analysis
  - Methodology
  - Thresholds of Significance
  - Construction Impacts
  - Operational Impacts
  - Mitigation Measures
  - Significant Unavoidable Adverse Effects
  - Cumulative Impacts
- g. Contractor shall share scope of work and methodology for technical studies with RAP staff and get the RAP's agreement on significance thresholds and related items prior to starting the detailed impact analysis.
- h. Contractor shall confer with RAP staff and get the RAP's agreement on mitigation measures and their likely effect on significant unavoidable adverse effects prior to submitting the administrative draft of the completed technical report.
- i. **Draft EIR Task | Deliverables:** Provide one copy of each draft survey/technical report in digital MSWord or Google document format. Once the drafts are revised and approved by RAP, provide one printed copy and one digital PDF file of the Final technical reports. Regarding the administrative Draft EIR, please assume up to two cycles of internal review. The first administrative draft shall be submitted electronically in a waterfall approach (sections shall be submitted as they become available). The second

administrative draft shall be submitted as a complete copy that incorporates the RAP's revisions and addresses previous RAP comments. Please provide one complete hard copy of the second administrative Draft EIR, and of draft Executive Summaries, in Word/Google Document. Once revisions have been approved by the RAP, please publish and distribute Draft EIR as described in the 'Scope of Work Details' section and provide one printed copy and one pdf copy.

- j. **Final EIR Task | Prepare Final EIR:** Review comments received on Draft EIR and prepare responses, evaluating if additional technical analysis is needed; Prepare Final EIR, which includes: Chapter 1 Project Description, Chapter 2: Comments Received & Responses to Comments; and Chapter 3: Revisions/Updates to Draft EIR and technical studies if needed; Prepare Findings and Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program. Upon certification of EIR, file Notice of Determination with the County Clerk and pay filing fees. Attend project coordination meetings as needed.
- k. **Final EIR Task | Deliverables:** Provide one copy of Final Program EIR in digital MSWord or Google document format. Please assume up to two cycles of internal review. Once the drafts are revised and approved by RAP, provide one printed copy and one digital PDF file of the Final Program EIR.
- l. **Task V Scope of Work:**
  - All three alternatives will be evaluated in the EIR and a preferred alternative will be identified.
  - Prepare interested parties' stakeholder list, including responsible agencies, resource agencies, community groups, other interested parties, libraries, and newspapers.
  - Identify and develop mitigation measures as needed.
  - Prepare Administrative Draft EIR for internal RAP review (assume up to two cycles of review shall occur) and implement edits/comments as directed.
  - Prepare Screen-check Draft EIR.
  - Finalize and publish Draft including notification and upload to State Clearinghouse (SCH), file Notice of Completion with the SCH and or Notice of Availability with City and County Clerks (include CDFW filing fee). Provide MS Word files and PDF files for posting on RAP's website.
  - As needed, attend up to ten project coordination meetings with RAP staff.
  - Coordinate with RAP through conference calls and provide weekly status reports by email.
  - Arrange and support one public scoping meeting, arrange and support two public hearings during the DEIR public review period, attend two Board of Recreation and Parks Commissioners meetings, up to two Council Committee meetings, and two City Council meetings. Provide court reporter for scoping and Draft EIR public meetings. Prepare fact sheets for public outreach that summarize the proposed project and address potential environmental impacts/key community issues. Public outreach should utilize social media, including Facebook and NextDoor.
  - Prepare written responses to comments received during the public review period. For cost purposes, assume 50 substantive comments are received.
  - Publish Final EIR.
  - Prepare updated Final EIR notification/distribution list including responsible agencies, resource agencies, community groups, and other interested parties.

- Prepare Mitigation Monitoring and Reporting Program and Statement of Findings and Overriding Considerations, as needed.

## 6. Task VI: Implementation Plans

- a. The Contractor shall develop a conceptual framework to implement the desired activities and provide alternative scenarios on how they could be accommodated.
- b. Based on research community outreach, and analysis findings, the Contractor shall prepare concept designs to support the desired activities and provide for review by internal and external stakeholders. This should include at least three Master Plan alternative scenarios. The three Master Plan alternative scenarios should:
  - Anticipate phased build out and implementation of the Master Plan.
  - Incorporate the Plan Area projects identified by the City.
  - Provide a clear understanding of how to achieve the build out of key Master Plan components in a Strategic Action Plan that outlines the implementation of short-term (0-3 years), medium-term (5-10 years) and long-term (10-20 years) recommended projects, tasks, and programming.
- c. For each Scenario, the Contractor shall, at a minimum, include:
  - A plan to determine where new park and recreation amenities will be located based on the feedback received from the local communities of Elysian Park.
  - A robust assessment of the existing Elysian Park Therapeutic Recreation Center, which is in need of renovations and updated amenities that are ADA compliant.
  - An analysis of the opportunities and constraints of the Plan Area.
  - Order of magnitude project cost estimates for each alternative.
  - Likely phasing of implementation of each scenario.
  - An analysis of proposed projects that are in response to needs identified and criteria used.
  - An analysis of the existing needs for each public and private street within Elysian Park.
  - The strategy for modernization improvements to bicycle, ADA, and pedestrian circulation. An analysis of the condition of the existing trail network and make recommendations for improvements and expansion where appropriate.
  - The strategy for neighborhood and community connectivity, including an analysis of existing and projected commuter traffic, special event traffic, and parking activities for each day of the week. This analysis should consider how external transportation projects may affect the internal circulation of the park, and should have an intention to repair the fragmentation of the Park created by the State Route 110 Highway.
  - The strategic approach for balancing development with the Park's ecosystem.
  - An analysis of opportunities to manage use and programming in existing and planned facilities.
  - Recommendations identified by community members and other interested parties.
- d. The Contractor shall determine viable sustainability approaches to meet, address, and/or design all requirements and aspects related to the project, which are consistent with the City's goals for sustainability. This includes consideration of energy and water-efficient practices and products, including but not limited to: solar panels and clean energy

infrastructure to power proposed and existing park facilities, and expanding the use of recycled water for park irrigation.

- e. The Contractor shall consider the use of stormwater design Best Management Practices (BMP's) such as infiltration systems, stormwater capture and reuse, and high efficiency biofiltration and bioretention systems.
- f. The Contractor shall use physical models, renderings, digital models, fly-throughs and/or other visual tools to adequately represent the three alternatives.
- g. The three Master Plan alternative scenarios will be presented in public forums and will be posted on the project web site.
- h. Based on overall feedback, a final Master Plan design will be developed, presented in public forums, and posted on the project web site. Again, appropriate visual tools must be used to adequately explain the design to the public
- i. **Deliverables:** Contractor must provide the following as deliverables for Task VI:
  - Strategic Action Plan describing the recommended short, medium, and long-term actions as identified by RAP and community groups.
  - Context analysis drawings, design logic drawings, site plans, sections, 3-dimensional drawings, renderings or any other graphic materials needed to convey the schematic alternatives to both internal and external audiences.
  - Boundary and topographic drawings.
  - Brief narrative descriptions of any proposed new design features, of potential recreational and environmental improvements, including their purpose and function.
  - Written comments from internal/external reviews.
  - Presentations to staff of the City's formal review boards as required to solicit comments and feedback.
  - Presentation of schematic alternatives to stakeholders and documentation of feedback.
  - Identification of permitting requirements for the proposed scenario features.
  - Preparation of conceptual project cost estimates and cost benefit analyses for each alternative, as well as summaries of the advantages and disadvantages of each alternative. Identify and provide cost estimates for utility relocation and identify any new easements that may be required for utility relocations and drainage areas. Perform a drainage concept study for each design alternative in comparison with the existing drainage patterns and facilities, including determination of type and cost of changing drainage patterns.
  - Preliminary estimated project costs should be organized to help secure funding for final design, engineering, construction and project management, and should consider phased funding.
  - All written and graphic materials needed to conduct presentations.
  - Monthly progress reports (actual work vs. planned work), in accordance with the work plan and schedule. Update the work plan and schedule as needed.

## 7. Task VII: Draft Master Plan and Presentation

- a. Based on research and analysis findings, technical advisory input, and community outreach, Contractor shall compile all research and community outreach data into a comprehensive Draft Master Plan report and develop a presentation (using PowerPoint or comparable presentation software). The draft report and presentation will include

tables, graphs, illustrations, concept designs, pictures, and other information to illustrate Contractor's recommendations.

- b. Once the draft report and presentation are completed, the Contractor shall present the draft report and presentation to City staff and incorporate proposed revisions based on City staff input. Once the draft report and presentation have been revised, the Contractor shall develop a final report and presentation.
- c. **Deliverables:** Contractor must provide the following as deliverables for Task VII:
  - Six hard bound copies, one electronic, print ready copy of the Master Plan in Portable Document Format (PDF), and a web version of the Master Plan, including diagrams; photographs; research and analysis findings; summary of strategies utilized and comments obtained during the Community Outreach and Public Participation process; descriptions of all Master Plan features; a proposed phasing plan, a draft itemized project construction cost estimate by the phases of development; and itemized maintenance and/or operations costs for any new feature.
  - Three presentations by Contractor of the Draft Master Plan to the combined City entities with representatives from other agencies involved in the project.
  - Presentation by Contractor of the Draft Master Plan to the public in two separate forums.
  - All written, graphic and digital materials needed to conduct presentations of the Draft Master Plan.
  - Any other written, graphic or digital materials needed to explain the Draft Master Plan.

## 8. Task VIII: Final Master Plan Document and Collateral Materials

- a. Based upon comments and feedback on the Draft Master Plan, develop the Final Master Plan document and collateral materials, which must at minimum include the information noted below.
- b. A written, print-ready and web-ready report that addresses the objectives outlined in this RFP and objectives identified during the Master Plan process. Appropriate plans, drawings, diagrams, models, and graphics must be included to adequately represent the final Master Plan design, the underlying analytic work, and the implementation strategy.
- c. **Deliverables:** Contractor must provide the following as deliverables for Task VIII:
  - I. Six hard bound copies, one electronic, print-ready copy in Portable Document Format (PDF) and a web-ready version of the Final Master Plan Report, including all site plans, colored renderings, sections and elevations drawings; diagrams; photographs; research and analysis findings; summary of strategies utilized and comments obtained during the Community Outreach and Public Participation processes; descriptions of all Master Plan features; a final itemized project cost estimate by phases of development; itemized maintenance and/or operations costs for any new feature; and recommendations for phased development.
  - II. Color renderings and diagrams of the final Master Plan for in-person presentation purposes or displays in a large, hard copy and digital format, that can be printed on multiple sheets lined up in sequence mounted to boards.

- III. Digital presentation materials to be used for the City's formal review committees, various City boards, appropriate City policy committees, Council Offices, Mayor's Office, and other groups as required.
- IV. Presentation by the Contractor of the Final Master Plan to the Mayor's Office, City Council Districts Nos. 4 and 13, the Board of Public Works (if applicable), the Board of Recreation and Parks, the Board of Water and Power Commissioners, full City Council and appropriate City Council Committees, for review and/or approval. RAP will work with the Contractor to combine these presentations where feasible.
- V. Presentation by the Contractor of the Final Master Plan to the public in two separate forums.
- VI. Any other written, graphic and digital materials needed to conduct presentations.

**NOTE:**

The conceptual design work will be reviewed in the bi-weekly meetings with RAP, the clients, and all agencies having jurisdiction over the project. Once the initial design concepts are reviewed by RAP, the comments will be forwarded to the Contractor.

**VI. REQUEST FOR PROPOSAL RESPONSE REQUIREMENTS**

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

If selected as the winning proposal, the Proposer must be willing and able to commit to the proposal. The contents of a Proposer's proposal, this RFP document, and the Standard Provisions for City Contracts (Rev. 1/25 [V.2]) (Attachment 6) will be incorporated as part of the provisions of the contract and will be deemed a binding commitment. A Pro Forma Contract is attached as an example (Attachment 9) to allow Proposers to familiarize themselves with the form that the final contract with RAP will likely take. Proposers are encouraged to submit a practical and sustainable proposal.

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

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

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

|                  |   |
|------------------|---|
|                  | planning based on the City's stated goals, (iii) on the approach to enhancing Elysian Park for current and new users, (iv) on the approach to improving accessibility within and connectivity to Elysian Park, amongst other goals articulated above.   |
| <b>Section 3</b> | <b>Related Experience:</b> Describe three similar projects that key members of your team have recently completed (within the last five years) where the Prime Contractor's team members were personally involved, and how these relate to the Master Plan. These projects will be used to determine the suitability of the Proposer as references for award and must be free of bias. Work performed by a current employee while employed at another company cannot be imputed. Include the project name; a brief project description including explanatory visuals; the project location; the scope of work completed on the referenced project by the team member(s) who worked on the referenced project and who is (are) proposed for to provide services per this RFP; the total project consulting fee and if applicable, total project construction cost; the year or years of completion of the project elements (conceptual design, design and construction); and client references with name, phone number, and email address for an individual or individuals who personally worked with the team member on the referenced project. Please note that these references must not have been employed by the Proposer in any regard throughout the duration of the referenced project. |
| <b>Section 4</b> | <p><b>Project Team, Project Schedule and Fee Proposal:</b> Provide a project team organization chart and describe background, roles and responsibilities of key team members. Provide information on MBE/WBE/SBE/EBE/DVBE/OBE subcontractor involvement. Resumes of those who will work on the project should be included in the Appendix.</p> <p>Provide a detailed scope of work and an associated schedule which expands and develops the scope of work described in this RFP. The schedule should indicate the Proposer's approach to completing the Master Plan as efficiently as possible, including identifying milestones. Indicate how the Proposer proposes to complete the Draft Master Plan in 12 months and Final Master Plan in 24 months.</p> <p>Provide a Detailed Fee Proposal in the format the City has requested (Attachment 4). The total fee cannot exceed the Not to Exceed amount noted above. Reimbursable expenses shall include costs for travel, printing, and reproduction, and fixed cost will be pre-printed indicated within the Fee Proposal.</p>  |

|                                    |   |
|------------------------------------|---|
| <b>Appendix</b>                    | Team member resumes for each member of the Proposer team  |
| <b>Completed Compliance Packet</b> | <p>As part of your proposal, all Proposers must review, complete, sign, and submit the required compliance documents (Attachment 7) that contain information, related forms, and instructions. Compliance documents include forms ensuring that the selected Proposer is fully aware of, and committed to comply with, specific City policies and requirements. If you do not complete and submit the required compliance documents, your proposal will be deemed non-responsive and will not be scored.</p> <p>NOTE: Previous compliance document submittals for other prior or current City contracts and/or waivers do not apply. The appropriate forms must be completed and processed as part of this application. RAP reserves the right to request additional information and/or clarification regarding submitted compliance documents during the evaluation process.</p> |

**NOTE:**

Only responses from Proposers that possess relevant experience working in the field outlined herein providing the services of the type described in **Section V SCOPE OF SERVICES** above will be considered for this RFP. Work performed by a current employee while employed at another company cannot be imputed.

**SERVICES AND FEE PROPOSALS:**

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

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

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

1. Experienced Project Management
2. Open Space Master Planning
3. Urban Planning and Design
4. Civil Engineering/Utility Engineering
5. Land Surveying
6. Landscape Architecture
7. Traffic Engineering
8. Active and Passive Recreation Facility Planning and Design
9. Expert Meeting Facilitation
10. Community Engagement and Public Relations
11. Written and Spoken Language Translation from English to Spanish and English to Chinese Access to Translation for Three Other Languages as An Optional Task

12. Familiarity with City of Los Angeles Neighborhood Councils, Community Groups and Interested Non-Profit Organizations
13. Project Web Site Development and Maintenance (within duration of the project)
14. Architecture
15. Structural Engineering
16. Mechanical Engineering
17. Electrical Engineering
18. Geotechnical Engineering
19. Project Level Cost Estimating
20. Sustainability Consulting for Envision
21. Project Phasing, Scheduling and Construction Sequencing
22. California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) Environmental Review
23. Expertise in assembling a comprehensive Master Plan document and all supporting materials.

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

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

The Proposer shall submit the names and resumes of their proposed subcontractors including the Business Inclusion Program's Schedule B Task Work Order List of Subcontractors (Attachment 4).

The fee proposal shall outline the costs per phase for each design service and each discipline, as well as an estimated cost for reimbursable expenses (Attachment 3).

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

#### **DOCUMENT CHECK:**

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

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

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

## **VII. EVALUATION, SELECTION, AND AWARD OF WORK**

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

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

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

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

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

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

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

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

| <b>Evaluation Criteria</b>    |  |                            |
|-------------------------------|--|----------------------------|
| A                             | Demonstrated expertise and experience of the team members on similar master plan projects or related projects. | 30                         |
| B                             | Demonstrated design excellence on projects of a similar nature and scope by the key team design members.       | 25                         |
| C                             | Qualifications and abilities of the Project Manager.   | 15                         |
| D                             | Qualifications of the individual(s) identified as the lead for public meeting facilitation.                    | 15                         |
| E                             | Project schedule and value to the City of the proposal.  | 10                         |
| F                             | Work plan approach as described in the proposal.   | 5                          |
| <b>RFP Total Score Earned</b> |  | 100                        |
| H                             | Local Business Preference Program Bonus  | Up to 12 additional points |
| <b>Post-LBPP Total</b>        |  | 112 Possible               |

### **Total Score**

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

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

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

### **RAP CONTRACT AWARD:**

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

### **PROTEST PROCEDURES:**

The purpose of these procedures is to provide a method for resolving, prior to award, protests regarding the award of contracts by the City, by and through its Board. These procedures are for

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

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

It is the policy of the Board that:

1. Officially signed and dated protests must be received not more than ten calendar days after being notified by RAP in response to this RFP.
2. Protests are transmitted via email to:

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

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

### **CITY'S RIGHT TO REJECT PROPOSALS AND TO WAIVE INFORMALITIES:**

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

### **NATURE OF THIS RFP PROCESS:**

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

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

### **ESTIMATED PROJECT SCHEDULE:**

| <u>Milestones (Per Section/Phase)</u>                  | <u>Durations</u>         |
|--|--------------------------|
| • RAP Issues RFP on RAMP                               | 6/16/2025                |
| • Mandatory Pre-Submission Meeting                     | 7/15/2025                |
| • Non-Mandatory Online Technical Review Meeting        | 7/30/2025                |
| • Last Day to receive Questions Regarding the Proposal | 8/12/2025                |
| • Electronic Proposals Due                             | 8/19/2025                |
| • Hard-copy Proposals Due                              | 8/21/2025                |
| • Qualifying Candidates Notified of Interview          | 9/2/2025                 |
| • Interviews   | 9/29/2025 to 10/17/2025  |
| • Proposer Selection and Negotiation                   | 10/20/2025 to 11/14/2025 |
| • RAP Board Approval/Award                             | 11/20/2025               |
| • Vendor Signing and Returning Contract                | before 12/05/2025        |
| • Contract Execution                                   | 12/05/2025               |
| • Issuance of NTP                                      | 12/19/2025               |

|   |            |
|---|------------|
| • Completion of Draft Master Plan         | 12/18/2026 |
| • Completion of Final Adopted Master Plan | 12/17/2027 |

## **VIII. CONTRACTUAL RESPONSIBILITIES & COMPENSATION**

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

- This Request for Proposals (RFP) document.
- The submitted proposal in response to this RFP.
- The Pro Forma Contract (Attachment 9). Please note the Pro Forma Contract may be modified at RAP’s discretion to include general and specific contractual and operating responsibilities based on the submitted proposal accepted by the City.
- The Standard Provisions for City Contracts (Rev. 1/25 [V.2]) (Attachment 6).
- Compliance documents packet (Attachment 7) completed on RAMP and/or signed by the Proposer, as necessary.
- Insurance Requirements as stated on Form 146 (Attachment 10).

### **COMPENSATION SCHEDULE AND PAYMENT MILESTONES:**

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

#### Contractor Payment Schedule:

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

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

It is the policy of the City to provide Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE), Disabled Veteran Business Enterprise (DVBE), and all Other Business Enterprise (OBE) an equal opportunity to participate in the performance of City contracts as subcontractors. To maximize this participation, the City implemented the Business Inclusion Program (BIP).

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

The anticipated participation levels for this project for subcontractors are **18%** percent MBE, **4%** percent WBE, **25%** percent SBE, **8%** percent EBE and **3%** percent DVBE. Only firms certified with certifying agencies acceptable to the City will be recognized and counted toward the pledged

participation levels. Note that it is the City policy that a firm can be counted in all eligible certification categories, except a firm can only be counted as either MBE or WBE, but not both.

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

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

#### **LOCAL BUSINESS PREFERENCE PROGRAM ORDINANCE:**

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

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

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

#### **INSURANCE REQUIREMENTS:**

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

#### **TAXES:**

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

## **OFFICE OF CONTRACT COMPLIANCE FORMS:**

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

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

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

The above forms shall be submitted to:

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

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

## **SIGNATORIES AND SIGNATURE BLOCKS:**

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

**If the Proposer is:**

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

A Partnership: One general partner must sign.

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

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

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

#### **CONTRACT COORDINATOR:**

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

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

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

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

#### **DISCLAIMER:**

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

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

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

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

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

Notwithstanding exclusivity granted to the Contractor by the terms of the awarded Contract, the City in its discretion may require Contractor, without any reduction in cost recovery reimbursement fees or other valuable consideration to Contractor, to accommodate the rights of persons to access and engage in expressive activities, as guaranteed by the First Amendment to the United States Constitution, the California Constitution, and other laws, as these laws are interpreted by the City. Expressive activities include, but are not limited to, protesting, picketing, proselytizing, soliciting, begging, and vending of certain expressive, message-bearing items.

### **PUBLIC RECORDS ACT:**

All proposals submitted in response to this RFP shall become the property of the City of Los Angeles and will be a matter of public record, subject to the State of California Public Records Act (California Code Sections 7920, et seq.). Proposers must identify in writing all copyrighted material, trade secrets, or other proprietary information that the Proposers' claim are exempt from disclosure under the California Public Records Act (CPRA). Any Proposer claiming such exemption must identify the specific provision of the CPRA that provides an exemption from disclosure for each item that the Proposer claims is not subject to disclosure under the CPRA. Please note that the wholesale use of headers/footers bearing designations such as "confidential," "proprietary," or "trade secret" on all or nearly all of a proposal is not acceptable and may be deemed by the City as a waiver of any exemption claim. The identification of exempt information must be more specific. In addition to the requested proposal copies listed herein, all Proposers must supply one complete duplicate copy of its proposal, in Portable Document Format (PDF), with those specific items claimed as exempt clearly marked (redacted). This copy must identify what specific information (if any) in their proposal that they claim, in good faith, is exempt from disclosure under the CPRA. Any Proposer claiming such exemption must also state in the proposal the following: "The Proposer agrees to indemnify the City and its officers, employees, and agents and hold them harmless from any claim or liability and will defend any action brought against the City for its refusal to disclose copyrighted material, trade secrets, or other proprietary information to any person making a request therefor."

Sincerely,



DARRYL FORD  
Superintendent of Planning, Construction and Maintenance  
Department of Recreation and Parks

JK/DF:ln

**IX. LIST OF ATTACHMENTS**

1. 1971 Elysian Park Master Plan.
2. 2006 Elysian Park Master Plan.
3. RAP Planning Park Master Plan Standard Document Outline, RAP, 2025.
4. Proposer Cost Fee Proposal Spreadsheet, RAP, 2024.
5. Schedule B, RAP, 2024.
6. Standard Provisions for City Contracts (Rev. 1/25 [V.2]).
7. Compliance Documents Packet.
8. Form 146 Insurance Requirements.
9. Pro Forma Contract.
10. Insurance Instructions.