

APPROVED

Feb 05 2026

BOARD OF RECREATION
AND PARK COMMISSIONERS

BOARD REPORT

NO. 26-030

DATE February 05, 2026

C.D. 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: 1st AND BROADWAY CIVIC CENTER PARK - LICENSE AGREEMENT WITH THE ALTAMED MUSEUM OF CHICANO AND MEXICAN ART FOR THE DESIGN AND OPERATION OF THE EL CORAZÓN ART PARK PROJECT ON PARK PROPERTY; CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTION 15301 [OPERATION, REPAIR, MAINTENANCE, PERMITTING, LEASING, LICENSING, OR MINOR ALTERATION OF EXISTING PUBLIC OR PRIVATE STRUCTURES, FACILITIES, MECHANICAL EQUIPMENT, OR TOPOGRAPHICAL FEATURES, INVOLVING NEGLIGIBLE OR NO EXPANSION OF EXISTING OR FORMER USE] OF CALIFORNIA CEQA GUIDELINES AS WELL AS ARTICLE III, SECTION 1, CLASS 1(14) OF CITY CEQA GUIDELINES

*B. Aguirre BA M. Rudnick _____
C. Stoneham _____ C. Santo Domingo _____
B. Jones _____ N. Williams _____



General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve the proposed License Agreement substantially in the form, attached hereto as Attachment 2, (Agreement) between the Department of Recreation and Parks (RAP) and the AltaMed Museum of Chicano and Mexican Art (AltaMed), a California non-profit corporation, for non-exclusive use of 1st and Broadway Civic Center Park (Park) for the site control and provision of programming at the Park (Project) for a term of one year from February 6, 2026 to February 5, 2027, subject to the approval of the City Attorney as to form;
2. Determine that the proposed Project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15304(b) [New gardening or landscaping], and Section 15301 [Operation, repair, maintenance, permitting, leasing, licensing or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use] and Article III, Section 1, Class 1(14) of City CEQA Guidelines, and direct staff to file a notice of exemption with the California Office of Land Use and Climate Innovation and the Los Angeles County Clerk;

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3. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing the NOE;
4. Direct the Chief Accounting Employee to create one or more sub accounts in Fund 302 Department 89 for deposit of fee payments received from AltaMed for the use of Park;
5. Instruct RAP staff to return to the Board of Recreation and Park Commissioners (Board) for approval of final plans and specifications regarding the construction and/or installation of any improvements at the Park for further CEQA determinations as necessary;
6. Authorize the General Manager to execute the Agreement subsequent to all necessary approvals; and
7. Authorize RAP staff to make technical corrections as necessary in order to carry out the intent of the Board in approving this report.

SUMMARY

The AltaMed Museum of Chicano and Mexican Art (AltaMed), a California non-profit corporation, has proposed using the currently vacant 1st and Broadway Civic Center Park (Park) to provide various arts, cultural and health-related programming at the Park (Project). The Project will be a public space that integrates health, art and culture and will feature activities, events, and community programming to bring both recreational and creative experiences to the public.

Given the currently vacant and undeveloped condition of the Park, approval of this proposed Agreement would allow site due diligence and preliminary planning efforts on the site while longer-term planning efforts for the Park continues. The activation of programming on the site would be particularly beneficial to the public in light of large upcoming events like the 2026 World Cup. Due to timing considerations and the temporary nature of the proposed Project, formal public outreach has not yet been conducted; however, AltaMed will be engaging stakeholders and community partners prior to final consideration of any improvements on site and throughout the term of the Agreement. The Project concept has been shared with, and receives support from, the Office of the Mayor and the Council District 14, both of which have expressed interest in seeing the Park activated with culturally relevant, community-focused programming in anticipation of the 2026 World Cup and the 2028 Summer Olympics.

AltaMed will pay RAP a total of \$175,000 as a Use Fee for the use of the Park, to be paid in quarterly installments during the term of the Agreement. This amount is equivalent to the average annual permit revenue generated at the site.

Approval of this Agreement supports RAP's efforts to activate underutilized park space through partnerships that deliver arts, cultural, and wellness programming, while leveraging non-General Fund resources to provide meaningful public benefit. The Project advances RAP's goals related to equity, community health, cultural expression, and innovative use of park assets. The Project was agendized with a conceptual plan on the RAP Facility and Repair Task Force Agenda on August 7, 2025. Approval of the License Agreement allows AltaMed to start planning and

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preparing for future site improvements. Proposed programming activities include the provision of: sports mental health services for RAP program participants, sports nutrition services, wellness activities, and arts/cultural activities. At a minimum, the Park will be open to the general public for public use from 10:00 a.m. to 5:00 p.m. each day from Thursday through Sunday of each week. Any exception to these minimum days and hours of general public access shall require the prior written approval of RAP's General Manager.

It should be noted that, if AltaMed plans to install any structures or improvements at the Park, the final plans for such improvements and any additional proposed public programming to the Park will come to the Board for approval and any further CEQA determinations prior to installation/construction.

TREES AND SHADE

The Project does not propose trees at this time allowing flexibility in programming the open space.

ENVIRONMENTAL IMPACT

In 2013, the City acquired the project site from the State of California, which involved demolition and hazardous materials remediation and abatement activities. The project site is currently a vacant dirt lot that is fenced at the perimeter and is currently used as a surface parking lot and occasionally holds special events and filming.

Based on the description above, the Project will consist of: licensing the use of an existing public involving negligible or no expansion of existing or former use.

The parcel profile retrieved on January 27, 2026 through NavigateLA (<https://navigatela.lacity.org/navigatela/>) shows that the Project site is not located within a coastal, historic preservation, or flood zone, nor is it in the vicinity of the Alquist-Priolo fault zone. The Project site is not located within a methane or liquefaction zone. As of January 27, 2026, the State Water Resources Control Board (SWRCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) and the State Department of Toxic Substances Control (DTSC) (Envirostor at <https://www.envirostor.dtsc.ca.gov>) do not list any contaminated or cleanup program sites situated within 1,000 feet of the Project site. When reviewing the Caltrans Scenic Highway Map, no scenic highways are located near the vicinity of the Project site. No Historic-Cultural Monuments are located at the Project site and the Project does not pose any risk of impact to historical resources.

As a result of this environmental impact analysis, RAP staff recommends that the Board of Recreation and Park Commissioners (Board) determines that the proposed Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to 15301 of the California CEQA Guidelines, as well as Article III, Section 1, Class 14 of the City CEQA Guidelines; RAP staff will file a Notice of Exemption (NOE) with the Los Angeles County Clerk and the Governor's Office of Land Use and Climate Innovation upon the Board's approval.

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FISCAL IMPACT

This Agreement will have no adverse impact on the RAP General Fund, as AltaMed will be responsible for all costs relating to the installation and removal of the Project. Additionally, AltaMed will pay RAP a Use Fee of \$175,000.00 over the course of four installments during the term of the proposed Agreement.

STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Board Report advances RAP's Strategic Plan by supporting:

Goal 3- Create and Maintain World Class Parks and Facilities

Goal 6- Build Financial Strength and Innovative Partnerships

Outcome 3- Expansion and development of new partnerships, sponsorships, and donations support the Department's programs and park facilities

This Report was prepared by Mariana Valdivia, Chief Management Analyst, Partnership Division and reviewed by Matthew Rudnick, RAP Executive Officer.

LIST OF ATTACHMENTS

- 1) 1st and Broadway Civic Center Park Site Map
- 2) Proposed License Agreement

Attachment 1 - 1st and Broadway Civic Center Park Site Map



**LICENSE AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND
ALTAMED MUSEUM OF CHICANO AND MEXICAN ART
TO OPERATE
THE EL CORAZÓN ART PARK PROJECT**

This LICENSE AGREEMENT ("AGREEMENT") is entered into as of February XX, 2026, by and between the City of Los Angeles ("CITY"), a municipal corporation acting by and through its Board of Recreation and Park Commissioners ("BOARD"), and AltaMed Museum of Chicano and Mexican Art ("LICENSEE"), a California non-profit corporation. CITY and LICENSEE may be referred to herein individually as "PARTY", or collectively as "PARTIES".

WHEREAS, CITY, through its Department of Recreation and Parks ("RAP"), owns, operates and maintains certain real property commonly known as First and Broadway Civic Center Park; and,

WHEREAS, LICENSEE desires to use the First and Broadway Civic Center Park as more fully set forth in this AGREEMENT for the operation of the El Corazón Art Park Project; and,

WHEREAS, RAP is amenable to authorizing such use of the PREMISES (as such term is defined in this AGREEMENT and as more fully described on Exhibit A and shown by the maps on Exhibit B attached hereto and incorporated herein by reference), pursuant to the terms and conditions of this AGREEMENT for the TERM (as later defined herein).

NOW THEREFORE, in consideration of the foregoing, the anticipated benefits to the public, and the terms and conditions set forth herein and the performance thereof, PARTIES hereby agree as follows:

1. License to Use and Description of Premises.

In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to LICENSEE by this AGREEMENT, the non-exclusive use of the PREMISES solely for the purpose set forth in Section 4 ("PERMITTED USE"). RAP shall have no obligation to provide staff, supplies, equipment, services, or funding for the operation of the PERMITTED USE. The PREMISES authorized for use by LICENSEE under the terms and conditions of this AGREEMENT is defined as the following:

- a. FIRST AND BROADWAY CIVIC CENTER PARK. The specific areas licensed for use under this Agreement are depicted by the site map attached hereto as Exhibit B.

2. Term and Termination.

The term of this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be from February 6, 2026 through February 5, 2027. CITY may revoke this AGREEMENT at any time. Upon receipt of the written notice of termination, LICENSEE shall return the property to its original condition and discontinue all work permitted under this AGREEMENT. Licensee may terminate this AGREEMENT within the first six (6) months of the TERM of this AGREEMENT, provided that LICENSEE has provided written notification to the City of LICENSEE's intent to terminate no less than 30 days from the date of termination. Upon any early termination of this AGREEMENT, LICENSEE shall promptly pay to RAP the Use Fee set forth in Section 7 of this AGREEMENT, pro-rated to the date on which all personal property of LICENSEE is removed from the PREMISES and the PREMISES is restored to no worse than its original condition at the start of the TERM.

3. Access to Premises.

LICENSEE, shall, and shall cause any of its authorized third parties to, abide by the terms and conditions expressed in this AGREEMENT and will cooperate fully with RAP and its employees in the performance of their duties. Any third party access and use of the PREMISES shall be supervised by the LICENSEE at all times while such third-party is present at the PREMISES, and RAP on-site staff shall be made aware of such third-party activities. LICENSEE may utilize its own contractors to provide the services on PREMISES as set forth in Exhibit A and to otherwise perform any obligations as set forth in this AGREEMENT; provided, however, that at all times (a) LICENSEE shall be primarily liable to the CITY for any acts or omissions of any of LICENSEE's contractors, (b) LICENSEE shall be named the primary responsible party for providing any services on the PREMISES in any signage, announcement or publication regarding the use of the PREMISES; and (c) LICENSEE's use of any contractors shall be subject to prior written approval by RAP. In no event shall the foregoing provisions be construed to permit any assignment or delegation of any of LICENSEE's rights or obligations under this AGREEMENT.

LICENSEE's use period of the PREMISES shall be from the effective date of this Agreement through the end of the TERM unless earlier terminated in accordance with this AGREEMENT. LICENSEE shall cooperate with RAP personnel and staff on all matters relative to the conduct of operations or any activity, event, and/or special use, including concerns related to parking, traffic, security, and attendance, at the PREMISES.

Authorized representatives, agents, and employees of RAP shall have the right to enter the PREMISES at any and all times. In no event shall CITY be responsible or liable to LICENSEE for any inconvenience, disturbance, or other damage to LICENSEE by reason of the performance by CITY of any activities or work in, upon, above or under the PREMISES or for bringing materials, tools, and equipment in, through, above, or under the PREMISES, nor shall the same constitute any grounds for any payments, or abatement of payments, hereunder. In addition,

during the TERM, RAP shall have the right to use the PREMISES and any improvements thereon for RAP or CITY purposes for no less than 30 cumulative days on dates and times as may be requested by RAP. LICENSEE's approval of such use of the PREMISES on such dates and times shall not be unreasonably withheld or denied by LICENSEE. RAP shall be responsible for the costs actually incurred for security and operations directly connected with such CITY use.

CITY makes no warranties whatsoever regarding the condition of the PREMISES. LICENSEE has inspected the PREMISES and found it suitable for LICENSEE's purposes. CITY shall not be liable for any personal injury or damage to property which LICENSEE or its guests or invitees may incur, regardless of the cause thereof. LICENSEE hereby releases CITY from all such liability, it being the intent of the Parties that LICENSEE shall maintain adequate insurance to cover any such losses. If a governmental body with jurisdiction over the PREMISES and/or the CITY or RAP determines that a certain activity, or all of the activities, conducted on the PREMISES are material threats to public safety as may be determined by the CITY, CITY may immediately suspend and/or terminate LICENSEE's right to conduct such activities at the PREMISES by providing written notice to LICENSEE of such suspension. Such activities shall remain suspended until they are no longer deemed a threat to public safety, at which time the CITY shall promptly provide written notice to LICENSEE of same.

It is understood by PARTIES that the PREMISES are located in a public park and therefore shall not be considered exclusive to the LICENSEE, nor shall access to the PREMISES be unduly restricted to the general public. At a minimum, the PREMISES shall be open to the general public for public use from 10:00 a.m. to 5:00 p.m. each day from Thursday through Sunday of each week. Any exception to these minimum days and hours of general public access shall require the prior written approval of RAP's General Manager, such approval to not be unreasonably withheld. Along with these days and hours of general public access, RAP acknowledges that LICENSEE may, from time to time, restrict general public access to the PREMISES for ticketed and special events. All ticketed and special events shall require the prior approval of RAP. For ticketed events for the general public, LICENSEE shall ensure that ticket prices shall be at a level reasonably accessible to the general public. The maximum number of ticketed public events shall be ninety-six (96). The maximum number of special events not ticketed for the general public shall be forty-eight (48). For each ticketed public event and/or special event in excess of such numbers, LICENSEE shall obtain the prior written approval of RAP's General Manager prior to holding any such events. Notwithstanding any of the foregoing, LICENSEE shall always use good faith efforts to increase the hours of free general public use of the PREMISES from the minimum hours indicated herein. LICENSEE hereby acknowledges and agrees that free public access to the PREMISES shall be prioritized and that any conflict between LICENSEE's use of the PREMISES and the general public's free use of the PREMISES shall be minimized to allow for free public access of the PREMISES to the greatest degree possible.

4. Permitted Use and Use Restrictions.

LICENSEE may not expand and/or change the scope of PERMITTED USE set forth in this Section without the prior written approval and consent of the BOARD through an amendment to this AGREEMENT. LICENSEE is authorized to use the PREMISES in accordance with the following conditions:

- a. PERMITTED USE: LICENSEE shall use the PREMISES solely for: the operation of the El Corazón Art Park Project and related activities in accordance with the details set forth in Exhibit A. LICENSEE shall be responsible for all costs and expenses related to its use of the PREMISES. The location will be the First and Broadway Civic Center Park as set forth in Exhibit B.
- b. The final design shall be approved in writing by RAP prior to construction and permitting. As part of such approval process, and prior to obtaining approval by the Board of Recreation and Park Commissioners as set forth in paragraph j. below, LICENSEE shall conduct community outreach in coordination with the City and RAP which adequately solicits and receives feedback from members of the community regarding the proposed improvements and operation of the PREMISES as contemplated under this AGREEMENT.
- c. LICENSEE shall comply with all RAP policies and procedures as well as all Federal, State, County, and local regulations, orders and mandates, including but not limited to health and safety orders and guidelines related to COVID-19, accessibility requirements in compliance with the Americans with Disabilities Act (ADA) and state and local laws related thereto, and background checks and fingerprinting for any volunteer or paid staff participating in the activities at the PREMISES, throughout the TERM of this AGREEMENT, and any local sign ordinance regulations. In doing so, LICENSEE shall maintain regular communication with RAP staff to ensure LICENSEE's compliance with such policies, procedures, regulations, orders and requirements, and LICENSEE shall be solely responsible for all costs related to ensuring such compliance.
- d. LICENSEE shall provide sufficient staff for the operation of its activities on the PREMISES, and shall provide all materials, supplies, equipment, and funds necessary for such activities, to the reasonable satisfaction of the CITY.
- e. LICENSEE shall comply, and ensure any of its employees, volunteers and authorized third parties comply with all applicable CITY, State and Federal rules, laws and regulations in the performance of this AGREEMENT and in the operation of LICENSEE's activities on the PREMISES.
- f. LICENSEE is solely responsible for the actions of all individuals and/or organizations participating in its activities at the PREMISES, and shall ensure that such individuals and/or organizations agree in writing to abide by all conditions set forth in this AGREEMENT.

- g. The dispensing and/or consumption of alcoholic beverages shall be permitted on the PREMISES with prior written approval of RAP (which approval may be given in RAP's sole discretion) and with the requirement consistent with RAP's Alcohol Policy that 20% of gross receipts on all alcohol beverage sales or ticket sales that include free alcohol be paid to RAP in addition to any other compensation payable to RAP under this Agreement.
- h. No merchandise shall be sold on the PREMISES without prior written authorization from RAP.
- i. Any alterations or improvements installed on the PREMISES by LICENSEE as authorized by RAP shall be and remain the personal property of LICENSEE. Upon the expiration or earlier termination of this AGREEMENT, LICENSEE shall remove all personal property and equipment and peacefully surrender the right to use the PREMISES. If this AGREEMENT is terminated early for any reason, LICENSEE shall have up to sixty (60) days to remove all personal property and equipment. If LICENSEE fails to remove all its personal property and equipment within the appropriate deadline, CITY, at its option, may remove such property and equipment, in which event LICENSEE shall pay to CITY, upon demand and verification of actual costs, the reasonable cost of removal, plus the cost of transportation and disposition thereof.
- j. Notwithstanding anything to the contrary in this AGREEMENT, Licensee shall not commence any construction or installation of any improvements on the PREMISES until final specifications for such improvements, along with any other approvals or determinations as required under California Environmental Quality Act (CEQA), is presented to and approved by the Board of Recreation and Park Commissioners.

5. Obligations of LICENSEE.

LICENSEE shall:

- a. Obtain any and all operating and construction permits, approvals and/or licenses that may be required in connection with its construction and operations on the PREMISES, including but not limited to, any and all building permits, tax permits, business licenses, health permits, certifications, etc.
- b. Punctually pay or cause to be paid all LICENSEE financial obligations incurred in connection with the use and maintenance of the PREMISES as set forth in this AGREEMENT. LICENSEE shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with LICENSEE's use of the PREMISES to the extent such claims do not arise due to any RAP action or omission.

- c. Within 60 days of execution of the Agreement, provide RAP with a proposed calendar of events for the PREMISES for the term of the Agreement.

6. Maintenance and Repair of Premises.

During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, LICENSEE, at its sole cost and expense, shall perform the functions of maintenance and/or repair of the PREMISES as described herein.

- a. LICENSEE accepts PREMISES in its current condition and hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the PREMISES or which may otherwise arise by reason of the use of PREMISES, and releases and discharges the CITY from any claims therefore. CITY shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the PREMISES, nor any appliance or fixture thereon, whether installed by CITY or LICENSEE, and regardless of cause.
- b. LICENSEE, in performing all required maintenance and repair of the PREMISES, shall provide all staff and materials, supplies, equipment, and funds necessary to perform appropriate maintenance and/or repairs. All maintenance and/or repair shall be performed to the reasonable satisfaction of CITY and in consultation with CITY's designated representative, or by CITY's written request and/or instruction.
- c. LICENSEE shall perform the following maintenance duties on daily basis:
 - i. Maintain PREMISES in a clean condition removing all debris and trash;
 - ii. Keep the PREMISES and the nearby areas clean at all times;
 - iii. Pick up and dispose of trash and debris whether by LICENSEE activity or activity of a contracted vendor or any participant of LICENSEE services;
 - iv. Prevent any trash or debris matter or material from being or accumulating upon said PREMISES such that it is clearly visible to public view; and,
 - v. Maintain PREMISES in a manner that is consistent and in compliance with all Federal, State, County and local regulations, orders and guidelines, including but not limited to health and safety orders and guidelines related to COVID-19.
- d. LICENSEE shall ensure that no offensive or dangerous material, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, is permitted or allowed to remain on PREMISES.

- e. LICENSEE shall be responsible for securing LICENSEE's equipment and materials at the PREMISES at all times. CITY and/or RAP shall not be responsible for the security of LICENSEE personal property at any time.
- f. LICENSEE shall immediately repair, or cause to be repaired, any damages to the PREMISES which occur during LICENSEE's activities or operations, or that is caused by LICENSEE's use of the PREMISES; LICENSEE acknowledges that any damage which remains unrepairs may constitute a hazard to public safety, requiring that all use of the PREMISES immediately cease.

7. Consideration and Fees.

- a. In addition to any other fees that may be payable and/or other services to be provided under this Agreement, LICENSEE shall pay to RAP \$175,000 ("Use Fee") for the use of PREMISES in accordance with the terms of this Agreement. Such Use Fee shall be paid as follows:
 1. A payment of \$43,750.00 shall be paid to RAP and the end of each quarter of the Term of this Agreement.
 2. Checks shall be made payable to: CITY OF LOS ANGELES, DEPARTMENT OF RECREATION AND PARKS.
- b. PERMITTEE shall provide free of charge no less than twelve (12) mental health group sessions for the athletes and parents of RAP's competitive level sports program, focusing on mental health issues related to participation in competitive sports.
- c. PERMITTEE shall provide free of charge no less than one hundred fifty (150) individualized sessions for youth athletes in RAP's competitive level sports program focusing on mental health issues related to participation in competitive sports.
- d. PERMITTEE shall provide free of charge no less than twelve (12) nutrition group sessions for participants in RAP's competitive level sports program, focusing on nutrition issues related to participation in competitive sports.
- e. PERMITTEE shall provide free of charge no less than six (6) mental health group sessions for RAP's First Responders, including but not limited to Park Rangers, Emergency Response Action Team, and staff assigned to Public Welfare and Sheltering operations, focusing on mental health issues arising from various RAP park operations.
- f. PERMITTEE shall coordinate with RAP on all sports programming on the PREMISES so as not to create a conflict with RAP programming provided at any other location than the PREMISES.

8. Insurance.

Before accessing and using the PREMISES under this AGREEMENT, and periodically as required during its TERM, LICENSEE shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. LICENSEE and any third party providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agencies, employees, assigns and successors in interest as an additional insured for all required coverage(s), as applicable. LICENSEE will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to CITY's Risk Manager and shall include the types and minimum limits set forth in Exhibit C attached hereto and incorporated herein by reference.

- a. LICENSEE shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving LICENSEE thirty (30) calendar days written notice.
- b. If any of the required insurance contains aggregate limits or applies to other operations of LICENSEE outside of this AGREEMENT, LICENSEE shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. LICENSEE shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within thirty (30) calendar days of the knowledge of same.
- c. If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY's interest, LICENSEE shall provide CITY at least thirty (30) calendar days (ten (10) calendar days for non-payment of premium) prior written notice of such intended election. The notice will be sent by receipted delivery addressed as follows: City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, California 90012, or to such address as CITY may specify by written notice to LICENSEE.
- d. LICENSEE's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate this AGREEMENT or, at its discretion, pay to procure or renew such insurance to protect CITY's interest, and LICENSEE agrees to reimburse CITY for all money so paid for such procurement or renewal.

- e. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of LICENSEE's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

9. Indemnification.

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, LICENSEE 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, (1) 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), (2) damages or liability of any nature whatsoever, (3) for death or injury to any person, including LICENSEE's employees and agents, or (4) 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 LICENSEE, its 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 AGREEMENT. This provision will survive expiration or termination of this AGREEMENT.

LICENSEE is aware of the condition of the PREMISES and accepts the PREMISES in its present condition, and agrees to abide by all health and safety regulations and orders. LICENSEE has carefully reviewed this document, understands its contents, and signs it voluntarily, without being subject to coercion.

LICENSEE further acknowledges and agrees that it knowingly and freely assumes all COVID-19 related risks, both known and unknown, relating to exercising the terms and conditions of this AGREEMENT and LICENSEE hereby forever releases, waives, relinquishes, and discharges CITY, along with its officers, agents, employees, or other representatives, and their successors and assigns, from any and all COVID-19 related claims, demands, liabilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, as a result of LICENSEE's performance under this AGREEMENT, including but not limited to personal injuries, death, disease or property losses, or any other loss, and including but not limited to claims based on the alleged negligence of any City Representative or any other person related to COVID-19 sanitization. LICENSEE further promises and agrees to indemnify and hold CITY harmless from any and all damages resulting from the contraction of COVID-19.

10. Signage, Websites and Advertisements.

No signs or banners of any kind, including any sponsor acknowledgement or message, electronic or otherwise, shall be displayed by LICENSEE unless previously approved in writing by RAP, and the BOARD when required pursuant

to RAP policy and protocol(s), and/or the RAP General Manager or his or her designee, such approval to be granted and their sole respective discretion. All such signage must comply with all City laws and regulations. RAP, at its sole discretion, may require removal or refurbishment, at LICENSEE's expense, of any sign previously approved by RAP and installed, or caused to be installed, by LICENSEE. Licensee shall obtain RAP's review and approval of all websites and advertisements for content, excluding creative content, regarding the El Corazón Art Park Project prior to posting or distribution. All signage inside and outside of the PREMISES shall be subject to RAP's prior approval before posting. Notwithstanding the foregoing, LICENSEE must comply with the CITY'S sign ordinance and shall limit sign size so as not to exceed 42" x 30"; provided, however, that such sign size may be exceeded with the prior written approval of RAP and, if applicable, Los Angeles Department of Building and Safety.

11. Notices and Contacts.

Any notice, request for consent, or statement ("NOTICE"), that RAP or LICENSEE is required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below. Either RAP or LICENSEE may designate a different address for any NOTICE by written statement to the other in accordance with the provisions of this Section. NOTICES shall be delivered personally or sent by confirmed facsimile or email transmission, by reliable courier providing tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested. All NOTICES shall be addressed as follows:

Contact for LICENSEE:

Castulo de la Rocha
AltaMed Museum of Chicano and Mexican Art
2040 Camfield Avenue
Los Angeles, CA 90040
cdelarocha@altamed.org

Contact for RAP:

Partnership Division
221 North Figueroa Room 180
Los Angeles, CA 90012
rap.parterships@lacity.org

12. Representations and Warranties.

CITY and LICENSEE each represents and warrants to the other that it has full power and authority to execute this AGREEMENT and to perform its obligations and requirements hereunder. This AGREEMENT constitutes the valid and legal binding obligation of CITY and LICENSEE, enforceable in accordance with its terms and conditions.

13. No Joint Venture or Agency Relationship.

Nothing herein contained shall be construed to place the PARTIES to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. LICENSEE shall have no power to obligate or bind CITY in any manner whatsoever. Under no circumstances will LICENSEE represent itself to be an agent of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in LICENSEE the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

14. Relationship of Parties.

PARTIES agree that no other party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other party, except as expressly provided herein.

15. Safe Practices.

LICENSEE shall correct violations of safety practices during its PERMITTED USE immediately and shall cooperate fully and in good faith with CITY in the investigation of accidents or deaths occurring on the PREMISES. In the event of death or serious injury (requiring an emergency room hospital visit), LICENSEE must notify the RAP contacts referenced in Section 11 as soon as possible but no later than twenty-four (24) hours after LICENSEE has knowledge of the incident by telephone call, with a follow up email notice. Notice of non-serious injuries occurring at the PREMISES shall be provided to RAP within seventy-two (72) hours. LICENSEE shall maintain at the PREMISES a record of non-serious injuries occurring on the PREMISES, copies of which shall be provided to RAP upon receipt of a written request therefore. LICENSEE shall keep internal documentation of the incident(s) occurring during the previous two (2) years and provide RAP with such information upon request.

16. Suspected Child Abuse.

LICENSEE must promptly contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at the PREMISES. LICENSEE shall notify the RAP contacts specified in Section 11 within 24 hours after a report has been made.

17. Hazardous Substances.

PARTIES agree that the PREMISES shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. LICENSEE shall use the PREMISES in compliance with laws pertaining to hazardous substances and ensure that no pesticides, insecticides, herbicides and rodent poisons not in compliance with this Section are used at the PREMISES. As used herein, "hazardous substances" shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health,

safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of CITY or LICENSEE to any governmental agency or third party under applicable statute. No lead or oil-based paint, paint thinner, varnishes, lacquers and stain shall be brought onto or stored at the PREMISES.

18. Taxes and Possessory Interest.

LICENSEE shall pay all taxes of whatever character that may be levied or charged upon the rights of LICENSEE to use the PREMISES, or upon LICENSEE's improvements, fixtures, equipment, or other property thereon or upon LICENSEE's operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as a "Possessory Interest" and such property interest will be subject to property taxation. LICENSEE, as the party in whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

19. Incorporation of Documents.

This AGREEMENT and incorporated documents represent the entire integrated agreement of the PARTIES and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference.

Exhibit A: Project Permitted Uses

Exhibit B: Site Map

Exhibit C: Insurance Requirements and Instructions for Submission

The order of precedence in resolving conflicting language, if any, in the documents shall be: 1) This AGREEMENT exclusive of attachments; 2) Exhibit A; 3) Exhibit B; 4) Exhibit C

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT as of the day and year first above written.

CITY OF LOS ANGELES, a municipal corporation, acting by and through its DEPARTMENT OF RECREATION AND PARKS

ALTAMED MUSEUM OF CHICANO AND MEXICAN ART

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

By: _____
Jimmy Kim, General Manager

Date: _____

By: _____

Title: President

Date: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Steven H. Hong, Deputy City Attorney

Date: _____

EXHIBIT A - ALTAMED MUSEUM LICENSE AGREEMENT PERMITTED USES

LICENSEE is permitted to use the PREMISES for the following activities:

- A. Provision of Sports Mental Health Services** - Free mental health group sessions for the athletes and parents of RAP's sports programs, focusing on mental health issues related to participation in sports.
- B. Provision of Sports Mental Health Services** - Free individualized sessions for youth athletes in RAP's sports programs focusing on mental health issues related to participation in sports.
- C. Provision of Nutrition Services** - Instructional group sessions for participants in RAP's sports programs, focusing on nutrition education related to participation in sports.
- D. Provision of First Responder Mental Health Services** - Mental health group sessions for RAP's First Responders, including but not limited to Park Rangers, Emergency Response Action Team, and staff assigned to Public Welfare and Sheltering operations, focusing on mental health issues arising from various First Response RAP park operations.
- E. Wellness Activities:** Licensee shall offer free of charge programming, resources, and information related to health and wellness related to recreational activities such as screenings (heart, glucose, blood pressure, bone density). Licensee may also offer free of charge additional programming related to behavioral, oral, and women's health, and senior care related to recreational activities. Wellness workshops will be offered including yoga for all ages, healthy cooking and eating habits, healthy ways to manage stress, sound baths, and how to manage chronic conditions and receive proper emotional support. All such programming must focus on health and wellbeing in connection with recreational activities.
- F. Arts and Cultural Activities:** Licensee shall offer arts and cultural performances, and outdoor sporting and cultural events and activities. All such events and activities must be approved by RAP, in its sole discretion, prior to the activation of such event or activity. Any sponsor recognition, acknowledgements, or any other messages, displayed electronically or otherwise on any portion of the PREMISES, must comply with the City's applicable sign ordinance and must be approved by RAP prior to its display, such approval to be granted in RAP's sole discretion.

EXHIBIT B - First and Broadway Civic Center Park Site Map



EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

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

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

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

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

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

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

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

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

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

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

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

Limits

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

WC

 Waiver of Subrogation in favor of City Longshore & Harbor WorkersStatutor Jones ActyEL

General Liability

 Products/Completed Operations Fire Legal Liability _____

Sexual Misconduct _____

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

Professional Liability (Errors and Omissions)

Discovery Period _____

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

 All Risk Coverage Boiler and Machinery Flood _____ Builder's Risk Earthquake _____ _____

Pollution Liability

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

Crime Insurance

Other:
