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MAYOR

221 N. FIGUEROA STREET  
15<sup>TH</sup> FLOOR, SUITE 1550  
LOS ANGELES, CA 90012

(213) 202-2633

FAX: (213) 202-2614

JON KIRK MUKRI  
GENERAL MANAGER

July 10, 2013

Honorable City Council  
C/O: Office of the City Clerk  
City Hall, Room 395

Honorable Eric Garcetti, Mayor  
City of Los Angeles  
City Hall, Room 303

Attention: Ms. Mandy Morales, Office of the Mayor

Honorable Members:

Pursuant to the Los Angeles Administrative Code Section 14.6 *et. seq.*, the Department of Recreation and Parks (RAP) is transmitting a copy of the Subcontractor Agreement from the Community Health Councils, Inc. and the Board of Recreation and Park Commissioners' June 5, 2013 approved Board Report No. 13-157, relative to the Small Community Transformation Grant.

Recommendations for Council action, subject to the approval of the Mayor:

1. Authorize RAP's General Manager to accept and receive the Small Community Transformation grant award in the approximate amount of \$403,232.00 from the Community Health Councils, Inc. (CHC) for assistance with the development of open space plans;
2. Designate RAP's General Manager, Executive Officer, or Assistant General Manager, as the agent to conduct all negotiations, execute and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests and so on, which may be necessary for completion of the project; and
3. Authorize RAP's Chief Accounting Employee to establish the necessary accounts and/or to appropriate funding received within "Recreation and Parks Grant" Fund 205 to accept the Small Community Transformation Grant from CHC in the approximate amount of \$403,232.00.

Honorable Members of the City Council

July 10, 2013

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Background:

In December 2011, the Community Health Councils, Inc. (CHC) invited the Department of Recreation and Parks (RAP) to participate as a technical assistance partner/subcontractor in the development of open space plans for the following Community Plan Areas within the City of Los Angeles: Central City, Arleta-Pacoima, Boyle Heights, Southeast Los Angeles, and Wilmington-Harbor City. RAP's Planning, Construction, and Maintenance Branch staff met with CHC and agreed to partner with CHC to assist in the development of these open space plans with the understanding that RAP would be awarded grant funding to reimburse staff costs associated with the development of the City of Los Angeles area open space plans.

In July 2012, CHC applied for and in October 2012, received a Small Community Transformation Grant (CTG) from the United States Department of Health and Human Services in the amount of \$7.9 million for the purposes of funding the development and execution of various health-related programs and projects in partnership with several non-profit organizations and local agencies.

As a partner with CHC, RAP's Planning, Construction, and Maintenance Branch staff will work collaboratively with CHC staff. RAP's staffing costs will be reimbursed for expenses associated with the development of the open space plans in an amount not to exceed \$403,232.00 over the two year grant performance period from October 2012 to September 2014. It is the intention of RAP to pursue additional grant funding in order to develop open space plans for all areas of the City.

If you have any questions, please contact Isophine Atkinson, Senior Management Analyst II, Grants Administration, at (213) 202-3272.

Sincerely,



JON KIRK MUKRI  
General Manager

JKM/VI/IA:jl

Enclosures

cc: Claudia Aguilar, Office of the City Administrative Officer  
Andrea Galvin, Office of the Chief Legislative Analyst



## SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement (Agreement) is made and entered into by and between COMMUNITY HEALTH COUNCILS, INC. (CHC), a nonprofit corporation, and CITY OF LOS ANGELES, DEPARTMENT OF RECREATION AND PARKS as of 10/01/12 – 09/29/14 in the performance of the Small Community Transformation Grant – “United in Health” awarded to CHC. For and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Parties to the Agreement.** The parties to this Agreement are: Community Health Councils, Inc. (CHC), a nonprofit corporation, having its principal office at 3731 Stocker Street, Suite 201, Los Angeles, CA 90008, and City of Los Angeles, Department of Recreation and Parks (herein referred to as Subcontractor), having its principal office at 221 North Figueroa Street, Suite 1550, Los Angeles, CA 90012.

**2. Representatives of the Parties and Service of Notices.** The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

Contractor:

Community Health Councils, Inc.  
Lark Galloway-Gilliam  
Executive Director  
3731 Stocker Street, Suite 201  
Los Angeles, CA 90008  
Phone: (323) 295-9372/Fax: (323) 295-9467

With copies to:

Catherine Sepulveda  
Project Manager  
3731 Stocker Street, Suite 201  
Los Angeles, CA 90008

Subcontractor: Federal Tax ID#: 95-6000735

City of Los Angeles, Department of Recreation and Parks  
Jon Kirk Mukri  
General Manager  
221 North Figueroa Street, Suite 1550  
Los Angeles, CA 90012  
Phone: (213) 202-2633/Fax: (213) 202-2614

Isophine Atkinson  
Grants Administration Division  
221 North Figueroa Street, 2<sup>nd</sup> Floor  
Los Angeles, CA 90012  
Phone: (213) 202-3272/Fax: (213) 202-3214

Formal notices, demands and communication to be given hereunder by either party shall be made in writing and may be effected by personal delivery, or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

**3. Relationship of the Parties.** Subcontractor enters into this Agreement as and shall continue to be, an independent contractor and not as an agent or employee of CHC. No employee of the Subcontractor has been, is, or shall be an employee of CHC, and the Subcontractor shall so inform each employee who is hired or retained under this Agreement. Subcontractor shall so inform each employee who is hired or retained under this Agreement. Subcontractor 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 CHC and shall not look to CHC as its employer, partner, joint venture, agent or principal. The parties intend by this Agreement solely to effect the appointment of subcontractor as an Independent contractor, and no other relationship is intended to be created by this Agreement. Subcontractor shall at all times maintain Subcontractor’s own business as a distinct and

separate legal entity from that of CHC. Performance of the Services described in this Agreement shall be subject solely to the direction and control of the Subcontractor. If the status of the Subcontractor as independent contractor is challenged by any individual, agency or entity at any time, Subcontractor hereby agrees to indemnify and hold CHC and its officers, directors, agents, attorneys, insurers, employee and representatives harmless, as to cost of defense and liability, from any and all claims, causes of action, charges, lawsuits, and tax assessments including penalties and interest, and/or any other potential liability except for the active negligence of CHC. If, for any reason, Subcontractor is deemed not to be an independent contractor, Subcontractor agrees to pay any and all taxes, penalties, interest or other withholding obligations or assessments imposed on subcontractor and/or CHC based on compensation paid or received under this Agreement, AND, Subcontractor shall pay CHC's reasonable costs and attorneys' fees incurred in the enforcement of this indemnity provision in any administrative, judicial, non-judicial, arbitration, or any other proceeding. This indemnity provisions shall survive the termination of this Agreement. Subcontractor shall pay, when and as due, any and all taxes incurred as a result of Subcontractors' compensation. Subcontractor may perform services for, or be employed by, any additional persons, or companies as Subcontractor sees fit during the term of this Agreement.

**4. Conditions Precedent to Execution of This Agreement.** Subcontractor shall provide copies of the following documents to CHC upon request: (i) Proof of insurance if required by CHC in accordance with Section 10 of this Agreement, (ii) completed IRS W-9 Tax ID Form; (iii) a copy of the City and County of Los Angeles Business License.

**5. Time Performance.** The term of this Agreement shall commence on 10/01/12 – 09/29/14 unless earlier terminated pursuant to this Agreement, plus any additional period of time as is required to complete any necessary close-out activities. Said term is subject to the provisions herein. Performance shall not commence until the Subcontractor has satisfied the conditions precedent stated in this Agreement to CHC's satisfaction.

**6. Services to be Provided by the Subcontractor.** Subcontractor shall perform the services described in Exhibit A. All work is subject to CHC approval. Failure to receive approval may result in withholding compensation under this Agreement. Subcontractor shall continue to perform its responsibilities under this Agreement during any dispute as to approval of work. The personnel specified below are considered to be essential to the work being performed under this agreement. Prior to terminating or diverting any of the specified individuals to other programs, the Subcontractor shall notify CHC reasonably in advance and shall submit justification (including proposed substitution) in sufficient detail to permit CHC to evaluate the impact on the program from such changes in personnel. The list of Key Personnel may be amended to add or delete personnel by written approval from CHC. Key Personnel for this contract are:

Melinda Gejer  
Planning, Construction, and Maintenance Branch  
221 North Figueroa Street, 1<sup>st</sup> Floor  
Los Angeles, CA 90012  
Phone: (213) 202-2656/Fax: (213) 202-1612

**7. Subcontractor's Duties and Obligations.** Subcontractor shall use its best efforts to perform the services described in this Agreement. Subcontractor shall not make any false, misleading or unauthorized representations to any person or entity concerning CHC and/or its operations, activities and programs, Subcontractors' relationship with CHC or any other material matter related to CHC and/or the subject of this Agreement. Subcontractor shall promptly pay its vendors and for all expenses, supplies, materials or other services required to perform under this Agreement and shall not cause CHC to incur any charge, expense or obligation therefor and no reimbursement will be made except as provided in this Agreement. Subcontractor and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for the Subcontractor's performance of this Agreement and shall pay any fees required therefore. Subcontractor shall immediately notify CHC of any suspension, termination, lapses, non-renewals or restrictions of licenses, certificates, or other documents. Subcontractor, in the performance of this Agreement, shall comply with all applicable statues, rules, regulations and orders of the United States, the State of California, and City and County of Los Angeles. Subcontractor shall keep all information, documents and materials, whether printed, City of Los Angeles, Department of Recreation and Parks

written or stored on electronic, magnetic or other media, that is seen, obtained, or which comes into Subcontractor's possessions pertaining to CHC on the strictest confidence. All materials developed in the course of the performance of this Agreement shall be made publically available.

#### **8. Subcontractor's Representations.**

- (a) Subcontractor represents that it has the expertise, experience, qualifications, skill, knowledge and ability to perform the services described in this Agreement in a professional manner, without the direct advice, control, or supervision of CHC, that it acknowledges that CHC is relying on these representations and that Subcontractor's failure to do so shall constitute a material breach of this Agreement.
- (b) Subcontractor also represents that neither Subcontractor nor any employee, officer or agent of Subcontractor acting on behalf of Subcontractor has been convicted of a felony criminal violation under any Federal or State law within the preceding 24 months, where the Subcontractor is aware of the conviction.
- (c) Subcontractor represents that Subcontractor has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- (d) Subcontractor will maintain a substantial role in carrying out project objectives and not merely serve as a conduit for an award to another party or provider who is ineligible.
- (e) Finally, Subcontractor represents that in performing work under this Agreement, it will not use the payments received for or as follows:
  - Research
  - Clinical Care
  - Abortions in accordance with Executive Order 13535.
  - Unreasonable program purposes, including personnel, travel, supplies, and services, such as contractual.
  - Awardees may not generally use HHS/CDC/ATSDR funding for the purchase of furniture or equipment. Any such proposed spending must be identified in the budget.
  - Reimbursement of pre-award costs.

**9. Subcontractor's Indemnities.** Except for the active negligence of CHC, Subcontractor agrees to indemnify, defend and hold harmless CHC and its officers, directors, agents, attorneys, employees, insurers and representatives from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that CHC may incur or suffer and that result from, or are related to any breach or failure of Subcontractor to properly perform any of the services, representations, warranties and agreements contained in this Agreement, AND, Subcontractor shall pay CHC's costs and attorneys' fees incurred in the enforcement of this indemnity provision in any administrative, judicial, non-judicial, arbitration, or any other proceeding. This provision shall survive the termination of this Agreement.

#### **10. Restriction Against Lobbying.**

- (a) Subcontractor acknowledges that funding for this Agreement is made possible under the federal Prevention and Public Health Fund and as such is subject to section 4002 of Public Law 111-148. Subcontractor agrees that no part of any payments under this Agreement shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat

any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.

- (b) Subcontractor also agrees that no part of any payments received under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislative body, other than normal and recognized executive-legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- (c) Subcontractor acknowledges that the prohibitions in subsections (a) and (b) above shall include any activity to advocate or promote any proposed, pending, or future Federal, State, or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- (d) Subcontractor further agrees that none of the payments made under this Agreement will be used, in whole or in part, to advocate or promote gun control.
- (e) Finally, notwithstanding any other provision of this Agreement, Subcontractor agrees that no payments made under this Agreement shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

**11. Subcontractor's Insurance.** During the term of this Agreement and without limiting Subcontractor's indemnification of CHC, Subcontractor shall provide and maintain at its own expense insurance fully covering Subcontractor and the activities under this Agreement. All such insurance shall be obtained from brokers or carriers admitted and authorized to transact insurance business in California. Evidence of insurance shall be submitted to and approved by CHC upon request. Subcontractor's insurance shall be primary and shall not call on CHC for contributions. Subcontractor's failure to procure or maintain the required insurance during the entire term of this Agreement shall constitute a material breach of this Agreement under which CHC may immediately suspend or terminate this Agreement or, at its discretion, procure or renew such insurance to protect CHC's interests and pay any and all premiums in connection therewith and recover all monies so paid from Subcontractor. Notwithstanding the foregoing provisions of this section to the contrary, CITY shall have the right to maintain through a program composed of any combination of self insurance, risk retention, commercial insurance, risk transfer, and/or risk pooling authorized by California law, all at the CITY's sole discretion.

**12. Compensation and Method of Payment.** CHC shall pay to the Subcontractor as compensation for complete and satisfactory performance of the terms of this Agreement, an amount not to exceed the maximum sum set forth in Exhibit A and the approved expenses as delineated in Exhibit B – Line Item Budget. This amount may be subject to change in year two of this agreement. No payment or any installment thereof shall be due or payable unless and until Subcontractor submits an itemized, detailed invoice listing to CHC's satisfaction all services provided for which payment is sought no later than the tenth (10<sup>th</sup>) calendar day of the month following the month in which the services were provided and the work or services for which payment is sought have been approved and accepted by CHC. This invoice shall be accompanied by documentation to support the payment requested. No payment shall be due or payable and CHC shall not be obligated to make any payment notwithstanding any performance by Subcontractor if funding provided to CHC is terminated. It is understood that CHC makes no commitment to fund this Agreement beyond the terms set herein.

**13. Applicable Law, Interpretations and Enforcement.** This Agreement shall be enforced and interpreted under the laws of the State of California. If any part, term or provision of this Agreement shall be held void, illegal, unenforceable the validity of the remaining portions of provisions shall not be affected.

14. **Conflict of Interest.** Subcontractor represents that in entering into this Agreement none of its directors, officers, employees, or agents is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family or business.

15. **Rights to Data.** The Parties agree that CHC is the owner and author of all information and material developed in the course of the performance of this Agreement and is free to copyright material or to permit others to do so. CHC shall have unlimited rights to any data first produced or delivered under this Agreement.

16. **Confidentiality.** CHC and Subcontractor will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files and databases. These data and information are confidential when they define an individual or an employing entity and require special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis. Each party shall promptly return to the other party confidential information when its use ends or destroy the confidential information utilizing an approved method of destroying confidential information by shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.

17. **Defaults.** Should the Subcontractor fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, CHC reserves the right to (a) Reduce the total budget; (b) Make any changes in the general scope of this Agreement; (c) Suspend operations; or (d) Terminate the Agreement. CHC may suspend all or part of the operations for failure by the Subcontractor to comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.

18. **Termination of Agreement.** CHC may terminate this Agreement and be relieved of any obligation to make any payment under this Agreement should the Subcontractor fail to perform the requirements of this Agreement at the time and in the manner provided. In the event of such termination CHC may proceed with the work in any manner it deems proper. All costs to CHC therefore shall be deducted from any sum otherwise due the Subcontractor under this Agreement. CHC may withhold any payments due to the Subcontractor until such time as the exact amount of any damages that may be due to CHC from the Subcontractor is determined. The foregoing shall also apply to termination and the end of the term or upon completion of the performance of this Agreement. Either party may terminate this Agreement at any time for breach or for any or no reason by giving written notice to the other party. Termination shall be effective immediately if notice is given by personal delivery, facsimile or Email or two (2) days from deposit of the notice in the U.S. Mail or with a courier service. This Agreement shall terminate automatically on the occurrence of any of the following events: (a) bankruptcy or insolvency of either party; (b) sale of the business of either party; (c) death of either party, (d) lack of funding or change in the funding, structure or business activities of CHC. Unless otherwise provided in this Agreement, in the event of termination of this Agreement the parties shall have no further obligations to each other except that Subcontractor shall be entitled only to compensation actually earned by Subcontractor for satisfactory performance of the Services described in this Agreement prior to the date termination, subject to actual receipt by CHC of the Services and Subcontractor's satisfactory and substantial performance of the terms and conditions of this Agreement and any credit, set-off or reductions due CHC.

19. **Dispute Resolution.** Unless otherwise provided in this Agreement, any controversy or claim arising under or relating to this Agreement will be settled by binding arbitration in accordance with the commercial rules of the Judicial Arbitration and Mediation Association (JAMS), and judgment on the award may be entered in any court having competent jurisdiction. The parties to any arbitration under this paragraph shall bear the costs of the arbitration equally. Subcontractor and CHC acknowledge that they have each read and understood this provision and signify their agreement herewith by placement of their initials here:

\_\_\_\_\_  
Subcontractor                      CHC

20. **Attorneys' Fees.** In any action at law, in equity, or arbitration if necessary to enforce or interpret any term of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary expenses related to such proceedings in addition to any other relief to which it may be entitled.

21. **Severability.** In the event any of the provisions of this Agreement shall be held by a court of competent jurisdiction to be unenforceable, the other provisions of this Agreement shall remain in full force and effect.

22. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties pertaining to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreement, negotiations or conversations previously existing between the parties with respect to the subject matter of this Agreement. No change, modification, alteration or extension of this Agreement shall ever be effective unless made in writing and duly signed by parties hereto. The terms of this Agreement are intended by the parties as a final, integrated expression of their agreement with respect to those terms and they may not be contradicted by evidence of any prior agreement or of any contemporaneous agreement.

23. **Non-Assignment.** This Agreement shall insure to the benefit of and bind the successors and assigns of CHC. Subcontractor acknowledges that this Agreement and the performance of the Services described in this Agreement are personal and not subject to assignment by Subcontractor and such assignment is expressly prohibited.

24. **Waiver of Covenants, Conditions or Remedies.** The waiver by one party of the performance of any covenant, condition or promise under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by it of any other covenant, condition or promise under this Agreement. The waiver by either or both Parties of the time for performing any act under this Agreement shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and the provision in this Agreement for any remedy shall not exclude other consistent remedies unless they are expressly excluded.

25. **Further Acts.** Each party agrees to perform any further acts and to execute, acknowledge, and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

26. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. The Parties each represent that the persons signing this Agreement on their respective behalf is duly authorized and empowered to bind such party.

IN WITNESS WHEREOF, CHC and the Subcontractor have caused this Agreement to be executed by their duly authorized representatives as of the date first stated above.

COMMUNITY HEALTH COUNCILS, INC.

CITY OF LOS ANGELES,  
DEPARTMENT OF RECREATION AND  
PARKS

By \_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature

Lark Galloway Gilliam, Executive Director

Jon Kirk Mukri, General Manager



**EXHIBIT A**  
**SCOPE OF WORK and SCHEDULE OF COMPENSATION**

Subcontractor's mission is to enrich the lives of the residents of Los Angeles by providing safe, welcoming parks and recreation facilities and affordable, diverse recreation and human services activities for people of all ages to play, learn, contemplate, build community and be good stewards of our environment.

**Section I: Partnership Responsibilities**

As a participant in the United in Health Collaborative – Subcontractor agrees to the following:

1. Assign an organizational lead to serve as the program liaison responsible for implementation and management of the partnership agreement with CHC.
2. Complete and submit necessary financial and program reporting documents in a timely manner and in accordance with the reporting requirements.
3. Support the overall project evaluation including documenting program activity through the use and maintenance of the MIS program as provided by CHC.
4. Participate as an active member on the Leadership Council through consistent attendance at all meetings to support project coordination, oversight and evaluation.
5. Maintain consistent representation and participation in quarterly (or as needed) United in Health CTG partnership meetings.
6. Maintain consistent representation and participation in at least one CHC coalition and/or project specific policy workgroups.
7. Participate as needed in funder site visits, CDC required trainings and inquiries.

**Section II: Objective(s), Milestones and Deliverables**

As a Subcontractor and partner in the Small Community Transformation Grant, CITY OF LOS ANGELES, DEPARTMENT OF RECREATION AND PARKS, agrees to actively contribute to the achievement of the following program objectives through the activities and milestones listed below:

**Objective 2.8:** The number of new open spaces/park plans will increase from 0 to 5 and the number of new open spaces/parks will increase by 4 providing access to physical activities by September 2014.

City of Los Angeles, Department of Recreation and Parks (RAP) agrees to coordinate and ensure satisfactory completion of all project activities in the project area zip codes 90003, 90007, 90011, 90013, 90014, 90021, 90023, 90033, 90037, 90744, 91331 in support of the above objectives with a focus on low-income and under-represented populations. This shall include the following neighborhood level interventions, activities, milestones and deliverables:

Quarter 1: (October 1, 2012 – December 31, 2012)

1. By the end of the 1<sup>st</sup> Quarter, RAP will have collected data regarding the number of existing community gardens located on RAP owned and/or controlled properties including the number of plots available at each location.
2. By the end of the 1<sup>st</sup> Quarter, RAP will have identified appropriate mapping tools for the development of an open space/park plan for the targeted zip codes and begun mapping activities.

Quarter 2: (January 1, 2013 – March 31, 2013)

1. By the end of the 2<sup>nd</sup> Quarter, RAP will have worked with the project partners to inform and identify criteria for the establishment of new community gardens located on RAP owned and/or controlled property.
2. By the end of the 2<sup>nd</sup> Quarter, RAP will have completed the mapping of existing parks that are on RAP owned and/or controlled property. RAP will also have compiled a matrix of existing City policies which affect open space and parks in the target areas.

Quarter 3: (April 1, 2013 – June 30, 2013)

1. By the end of the 3<sup>rd</sup> Quarter, RAP will have worked with the project partners to engage residents and stakeholders in establishing the criteria for the prioritization of new community gardens.
2. By the end of the 3<sup>rd</sup> Quarter, RAP will have identified locations within the target areas for the installation of new park lands. RAP will have worked with other project partners in reaching out to decision makers to identify key stakeholders within the target areas as well as conducting community outreach sessions.

Quarter 4: (July 1, 2013 – September 30, 2013)

1. By the end of the 4<sup>th</sup> Quarter, RAP will have worked with the project partners to engage the community in finalizing opportunity site criteria and worked toward the selection of 4 sites for community gardens. RAP will have identified if any of these can feasibly be an expansion of existing community gardens located on RAP owned and/or controlled property.
2. By the end of the 4<sup>th</sup> Quarter, RAP will have conducted a minimum of one community outreach meeting in each of the Community Plans which contain the target zip codes. RAP will also have defined a key stakeholder group to help guide the format of the open space/parks plan for the community.

Quarter 5: (October 1, 2013 – December 31, 2013)

1. By the end of the 5<sup>th</sup> Quarter, RAP will have worked with the project partners to help identify lead organizations for the operation and maintenance of gardens located on RAP owned/operated properties. Once identified, appropriate lead organizations will be introduced to RAP's Partnership Division for further discussion.
2. By the end of the 5<sup>th</sup> Quarter, RAP will have conducted a minimum of one walking tour with community members in each of the Community Plans which contain the target zip codes. RAP will also have identified potential areas for additional acquisition and/or development of park space based on community input and established criteria.

Quarter 6: (January 1, 2014 – March 31, 2014)

1. By the end of the 6<sup>th</sup> Quarter, RAP will have worked within our Partnership Division on the execution of agreements on the operation and maintenance of community gardens on RAP owned and/or controlled properties. If no such partnerships have yet been identified, this outcome will be moved to a future quarter.
2. By the end of the 6<sup>th</sup> Quarter, RAP will have conducted a second round of community meetings with the objective of having community members prioritize the various types of open spaces and confirm the preferred locations for future park sites.

Quarter 7: (April 1, 2014 – June 30, 2014)

1. By the end of the 7<sup>th</sup> Quarter, RAP will have worked with the project partners to assist in the preparation and dissemination of training materials.
2. By the end of the 7<sup>th</sup> Quarter, RAP will have developed the Draft Plan for review by all interested parties and provided a review period of a minimum of 30 days, providing several methods for public comment.

Quarter 8: (July 1, 2014 – September 29, 2014)

1. By the end of the 8<sup>th</sup> Quarter, RAP will have worked with the project partners to assist in the preparation and dissemination of training materials.
2. By the end of the 8<sup>th</sup> Quarter, RAP will have participated in the opening of a minimum of 4 new parks within one or more of the target areas. RAP will also have released the final version of the open space/parks plan.

### **Section III: Compensation and Payment**

Compensation shall be based upon a combination of satisfactory completion of (1) the agreed upon milestones, deliverables and (2) submission of all required program and financial reports, data and invoices in a timely and accurate manner. CHC agrees to provide funding to support the agreed upon activities rendered by Subcontractor in an amount not to exceed \$125,000.00 for year 1 of this agreement (October 1, 2012 – September 29, 2013) in accordance with the terms of this agreement and following schedule:

Within five (5) business days of the execution of this contract, CHC shall provide an initial payment not to exceed 10% of the sub-contractor's year one award (as described in Exhibit B).

The Quarterly Cost Report due on January 10, 2013 shall cover the expenses incurred and deliverables obtained during the period of October 1, 2012 through December 31, 2012. Upon approval and acceptance of CHC, the invoice shall be paid at the rate of 30% of the year one award (as described in Exhibit B), minus any savings from the previous payment, on or about January 20, 2013.

The Quarterly Cost Report due on April 10, 2013 shall cover the expenses incurred and deliverables obtained during the period of January 1, 2013 through March 31, 2013. Upon approval and acceptance of CHC, the invoice shall be paid at the rate of 30% of the year one award (as described in Exhibit B), minus any savings from the previous payment, on or about April 20, 2013.

The Quarterly Cost Report due on July 10, 2013 shall cover the expenses incurred and deliverables obtained during the period of April 1, 2013 through June 30, 2013. Upon approval and acceptance of CHC, the invoice shall be paid at the rate of 30% of the year one award (as described in Exhibit B), minus any savings from the previous payment, on or about July 20, 2013.

The Quarterly Cost Report due on October 10, 2013 shall cover the expenses incurred and deliverables obtained during the period of July 1, 2013 through September 30, 2013. Upon approval and acceptance of CHC, the invoice shall be paid at the rate of 25% of the year two award (as described in Exhibit B), minus any savings from the previous payment, on or about October 20, 2013.

The Quarterly Cost Report due on January 10, 2014 shall cover the expenses incurred and deliverables obtained during the period of October 1, 2013 through December 31, 2013. Upon approval and acceptance of CHC, the invoice shall be paid at the rate of 25% of the year two award (as described in Exhibit B), minus any savings from the previous payment, on or about January 20, 2014.

The Quarterly Cost Report due on April 10, 2014 shall cover the expenses incurred and deliverables obtained during the period of January 1, 2014 through March 31, 2014. Upon approval and acceptance of CHC, the invoice shall be paid at the rate of 25% of the year two award (as described in Exhibit B), minus any savings from the previous payment, on or about April 20, 2014.

The Quarterly Cost Report due on July 10, 2014 shall cover the expenses incurred and deliverables obtained during the period of April 1, 2014 through June 30, 2014. Upon approval and acceptance of CHC, the invoice shall be paid at the rate of 15% of the year two award (as described in Exhibit B), minus any savings from the previous payment, on or about July 20, 2014.

The Quarterly Cost Report due on October 10, 2014 shall cover the expenses incurred and deliverables obtained during the period of July 1, 2014 through September 29, 2014. Upon approval and acceptance of CHC, the invoice shall be paid at the rate of 10% of the year two award (as described in Exhibit B), minus any savings from the previous payment and/or any adjustments based on a final reconciliation of expenses, on or about November 20, 2014.

Funding for Year 2 is subject to change and will be based upon satisfactory progress and achievement of the agreed upon milestones and commensurate with the overall distribution of the project workload.

Accepted by (Initial):

\_\_\_\_\_  
Lark Galloway-Gilliam,  
Executive Director, CHC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jon Kirk Mukri  
General Manager

\_\_\_\_\_  
Date

**EXHIBIT B  
LINE ITEM BUDGET**

Period: October 1, 2012 - September 29, 2013  
Subcontractor Budget

<b>A. SALARIES &amp; WAGES</b>		<b>CURRENT</b>	<b>%</b>		<b>PROPOSED</b>
<b>POSITION TITLE</b>	<b>NAME</b>	<b>SALARY</b>	<b>FTE</b>	<b>MTHS</b>	<b>BUDGET</b>
Superintendent	Cathie Santo Domingo	\$ 158,688.00	3%	12	\$4,761.00
Sr. Management Analyst	Isophine Atkinson	\$ 125,593.00	3%	12	\$3,768.00
Management Analyst	Jason Lew	\$ 85,838.00	5%	12	\$4,292.00
City Planning Associate	Melinda Gejer	\$ 90,619.00	50%	12	\$43,497.00
<i>Subtotal Salaries</i>					<i>\$56,318.00</i>
<b>B. FRINGE BENEFITS</b>			96%		\$54,230.00
<i>Subtotal salaries and fringe</i>					<i>\$110,548.00</i>
<b>C. CONSULTANT COST</b>	No expenditures for this project				\$0.00
<b>D. EQUIPMENT</b>					\$0.00
<b>E. SUPPLIES</b>					
Office Supplies					\$5,000.00
Meeting/Workshop Supplies					\$6,000.00
<b>F. TRAVEL</b>					
In-State Travel					\$0.00
Out-of-State Travel					\$0.00
<b>G. OTHER EXPENSES</b>					\$0.00
Outreach Workshop Graphic Boards					\$1,000.00
Meeting Materials/Handouts					\$2,000.00
<b>H. CONTRACTUAL</b>					\$0.00
<b>I. TOTAL DIRECT COSTS</b>					\$124,548.00
<b>J. INDIRECT COST</b>					\$0.00
<b>K. TOTAL PROJECT COST</b>					<b>\$124,548.00</b>

Accepted by (Initial):

\_\_\_\_\_  
Lark Galloway-Gilliam,  
Executive Director, CHC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jon Kirk Mukri  
General Manager

\_\_\_\_\_  
Date