

APPROVED
Apr 17, 2025
**BOARD OF RECREATION
AND PARK COMMISSIONERS**

BOARD REPORT

NO. 25-063

DATE April 17, 2025

C.D. 12

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GRANADA HILLS PARK – ART INSTALLATION PROJECT – CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTION 15311 [PLACEMENT OF MINOR STRUCTURES ACCESSORY TO (APPURTENANT TO) EXISTING COMMERCIAL, INDUSTRIAL, OR INSTITUTIONAL FACILITIES] OF CALIFORNIA CEQA GUIDELINES AND ARTICLE III, SECTION 1, CLASS 11(6) OF CITY CEQA GUIDELINES

B. Aguirre	_____	M. Rudnick	_____
B. Jones	_____	for * C. Santo Domingo	<u>DF</u>
C. Stoneham	_____	N. Williams	_____



General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve the proposed art installation ("Mural" or "Project") at Granada Hills Park, as described in this Report;
2. Authorize the Department of Recreation and Parks (RAP) to issue the appropriate Right-of-Entry (ROE) permit(s) for the Project;
3. Determine that the proposed Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15311 [Placement of Minor Structures Accessory to (Appurtenant to) Existing Commercial, Industrial, or Institutional Facilities] of California CEQA Guidelines and Article III, Section 1, Class 11(6) of City CEQA Guidelines and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk and the Governor's Office of Land Use and Climate Innovation;
4. 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 a Notice of Exemption (NOE); and,
5. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

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SUMMARY

Granada Hills Park (Park) is located at 16730 Chatsworth Street in the Granada Hills area of the City. This 17.76-acre facility provides a variety of services and programs to the community, including baseball, basketball, soccer, a gymnasium, a swimming pool, and tennis courts. Due to the facility's size, features, and programs and services it provides, Granada Hills Park meets the standard for a Community Park, as defined by the City's Public Recreation Plan.

On July 7, 2022, the Board of Recreation and Park Commissioners (Board) approved the Granada Hills Park – Pool and Bathhouse Replacement (PRJ21109) (PRJ21642) (W.O.# E170517F) Project (Report No. 22-186). The project scope for that project includes the following:

1. Demolition of the existing 7,200 square-foot (60'x120') swimming pool and pool deck
2. Construction of:
 - New 9,000 square-foot (75'x120') swimming pool
 - New 3,100 square-foot splash pad
 - New 1,400 square-foot pool equipment pump house
 - New pathways in compliance with the Americans with Disabilities Act (ADA) requirements
 - New landscaping & irrigation around the new pool and existing bathhouse
3. Renovation of the existing bathhouse including ADA restrooms, men's and women's showers and changing areas.

The City, through its Percent-for-Art Policy, mandates that all Public Works capital improvement projects undertaken by the City must allocate funding, in an amount equal to one-percent (1%) of total construction project costs for the purposes of creating public art projects in compliance with the City's Public Works Improvements Arts (PWIAP) Program, implemented, and administered by the Department of Cultural Affairs (DCA).

ARTIST SELECTION:

The Department of Cultural Affairs (DCA) issued a Request for Qualifications (RFQ) in March 2020 to over 7,500 individual artists and arts organizations, encouraging professional muralists and muralist teams to apply for the Pre-Qualified Artist Roster for Muralists. A selection panel composed of arts professionals convened to review the submissions received in response to the RFQ, and the panel prequalified 124 individual artists and artist teams.

Upon initiation of the refurbishment of the Granada Hills Pool & Bathhouse project in February 2023, DCA issued a Request for Proposals (RFP) to three (3) prequalified artists from the Roster for Recreation and Parks. The three (3) artists presented their proposals and interviewed with a selection panel comprised of arts professionals, a representative of RAP, and a representative from Sparano + Mooney Architecture. The artist Bodeck Luna (AKA Bodeck Hernandez) ("Artist") was selected based on his quality and artistic merit of his proposal, as well as the professionalism of his research and presentation.

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PROPOSED MURAL INSTALLATION

RAP received an application from DCA on February 10, 2025 (Attachment 1).

Aerial Plunge is an illustrative mural depicting an array of native wildlife and sea creatures, with a silhouette of the San Fernando Valley in the background. The artwork is estimated to be 68 feet wide and 10 feet high. The birds featured are local to the region, including Cooper's Hawk, Golden Eagle, Green Parrots, Western Scrub-Jay, and Anna's Hummingbirds.

In the background, the city is surrounded by Deodar Cedar Trees. Bodeck Luna also intends to bring the coast closer to the valley, by including sea creatures prominent along the Pacific coast, including: Sea Lions, Bottlenose Dolphins, Sea Otters, Sting Rays, Gray Whales, and silhouettes of Cephalopods. They swim in the opposite direction of the birds' flight paths to give swimmers a new sense of inspiration while swimming back to the finish line. By highlighting both ecosystems, this Mural will raise awareness on the importance of conservation and protection of local wildlife. Renderings of the proposed project are shown in Attachment 1.

PROJECT FUNDING AND MAINTENANCE

The Mural is funded by Prop K in the amount of \$57,000.00 dollars. Upon approval, DCA and the Artist will commission the Mural over a period of approximately ten to fifteen days. The artwork will be fabricated with durable and low-maintenance materials that require minimal to no routine maintenance, and be painted with exterior latex paint. The Mural will then be sealed with layers of UV protection, anti-graffiti protection, and Waterpark Splash Armor.

As DCA will be responsible for the maintenance of the Mural per executed contract (Attachment 1), RAP staff do not need an Artist Waiver. All costs related to maintenance and restoration of artwork installed as part of PWIAP are the responsibility of DCA.

COMMUNITY OUTREACH

On March 6, 2024, the proposed Mural was presented at a community meeting convened online in coordination with Office of Council District 12 and the Bureau of Engineering (BOE), as detailed in the Art Application (Attachment 1). DCA has indicated that the Office of Council District 12 is supportive of the Project.

On May 8, 2024, the proposed Mural was presented to the Department of Cultural Affairs' (DCA) Cultural Affairs Commission (CAC), which granted its conceptual and final approval. The agenda of that meeting is attached as Attachment 1.

Upon approval of this Report, RAP staff will issue the appropriate Right-of-Entry (ROE) permits to the Artist and/or their Contractors for the installation of the proposed Mural.

TREES AND SHADE

This proposed art Project will not impact shade or trees at Granada Hills Park.

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ENVIRONMENTAL IMPACT

The proposed Project consists of placement of minor structures accessory to (appurtenant to) existing institutional facilities,

According to the parcel profile report retrieved March 19, 2025, this site is not within a liquefaction, coastal, methane, or historic zone, so there is no reasonable possibility that the project may impact on an environmental resource of hazardous or critical concern and no other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed project. As of March 19, 2025, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) and the State Water Resources Control Board (SWRCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Project site or any contaminated sites near the Project area (within 1,000 feet). According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the project or within the project site. Furthermore, the project site does not contain historical resources. Excavation for the project will occur in already disturbed areas and the project includes measures to manage unforeseen discovery of cultural resources.

Based in this information, staff recommends that the Board determines that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15311 of California CEQA Guidelines as well as to Article III, Section 1, Class 11(6) of City CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk and the Governor's Office of Land Use and Climate Innovation upon Board's approval.

FISCAL IMPACT

The approval of this Report and Project will have no impact on RAP's General Fund. The proposed art installation is funded through the City's Public Works Improvements Arts Program, which mandates that a one percent of the total construction cost is set aside for public art projects. As DCA is responsible for the maintenance of the mural, there will be no impact to RAP's General Fund.

This Report was prepared by David Lee, Management Assistant, Planning, Maintenance and Construction Branch.

LIST OF ATTACHMENTS

- 1) Public Art Application

Public Art Application

Department of Recreation and Parks



THIS APPLICATION FOR TEMPORARY PUBLIC ART INSTALLATIONS ON RAP PROPERTY UNDER THE RAP'S ADOPTED ART POLICY.

Provide all information requested. Missing, incomplete or inconsistent information will cause delays.

All terms in this document are applicable to the singular as well as the plural forms of such terms.

ART INSTALLATION INFORMATION

Park Name: Granada Hills Pool

Proposed Installation Location*: 16730 Chatsworth St, Granada Hills, CA 91344

Art Title/Description:

Aerial Plunge is an illustrative mural depicting an array of native wildlife and sea creatures, with a silhouette of the San Fernando Valley in the background. The artwork location identified for this public art opportunity is the exterior wall of the new pool equipment building that will face the new pool.

Artist Name(s): Bodeck Hernandez dba Bodeck Luna

Installation Period (12 months to 5 years maximum): 25 years

Estimated Cost (Materials, Labor, Insurance, etc): Text \$57,000

Funding Source: Prop K as part of the City's Percent for Art Obligation.

ART MAINTENANCE**

Please provide the name and contact information for the person or entity who will be responsible for the maintenance of the artwork for the duration of the installation.

First Name	<input type="text" value="Felicia"/>	Last Name	<input type="text" value="Filer"/>
Company Name	<input type="text" value="Department of Cultural Affairs, Public Art Division"/>		
Address	<input type="text" value="201 N. Figueroa, Ste 1400"/>		
City/State	<input type="text" value="Los Angeles"/>	Zip Code	<input type="text" value="90012"/>
Phone	<input type="text"/>	Email	<input type="text" value="pad@lacity.org"/>

Please list the anti-graffiti product(s) or measures for proposed installation:

Artworks will be sealed with layers of UV protection, anti-graffiti protection, and Waterpark Splash Armor (chlorine and water based deterrent).

*Please describe the exact location of the installation within the park. Please provide a site plan, if necessary.

**Per the adopted Art Policy, RAP shall not be responsible for the maintenance of the proposed artwork.

Public Art Application

Department of Recreation and Parks



ADDITIONAL INFORMATION

Written Narrative (*maximum two pages*) – in the order they appear below. Please address and include a description of the following items:

- Funding Source(s) – Identify all funding sources such as grants, fund-raised monies, or donations and include whether these funds are committed or proposed.
- Artist Selection Process – How was the artist selected? How many artists were interviewed/considered?
- Design – How was it derived?
- Community Context – How does the design fit within the existing environment in terms of size, color, surrounding building types, materials, theme, community culture or architectural design, etc.
- Production Process – How will the proposed wall/area be prepared? What type of medium will be used? Who will do the actual production – the artist, the artist and assistants, or the artist and students?
- Maintenance – Describe the maintenance activities that will be required to maintain the installation over its lifespan.
- Miscellaneous - If there are circumstances which may further a more complete understanding of the project, do not hesitate to submit additional information, as this is the applicant's primary opportunity to clarify and define the project.

Funding Source:

Funding for the project is from Prop K as part of the City's Percent for Art Obligation.

Artist Selection Process:

The Department of Cultural Affairs issued a Request for Qualifications (RFQ) for March 2020 to over 7500 individual artists and arts organizations, encouraging professional muralists and muralist teams to apply for the Pre-Qualified Artist Roster for Muralists. A selection panel composed of arts professionals convened to review the submissions received in response to the RFQ, and the panel prequalified one hundred twenty-four (124) individual artists and artist teams. Upon initiation of the refurbishment of the Granada Hills Pool & Bathhouse project in February 2023, DCA issued a Request for Proposals (RFP) to three (3) pre-qualified artists from the Roster for Recreation and Parks. The three artists presented their proposals and interviewed with a selection panel comprised of arts professionals, a representative of RAP, and a representative from Sparano + Mooney Architecture. The panel selected Bodeck Luna based on his quality and artistic merit of his proposal, as well as the professionalism of his research and presentation.

Design:

Aerial Plunge is an illustrative mural depicting an array of native wildlife and sea creatures, with a silhouette of the San Fernando Valley in the background. The artwork location identified for this public art opportunity is the exterior wall of the new pool equipment building that will face the new pool, dimensions being 68 feet wide and 10 feet high. The birds featured are local to the region, including: Cooper's Hawk, Golden Eagle, Green Parrots, Western Scrub-Jay, and Anna's hummingbirds.

Public Art Application

Department of Recreation and Parks



ADDITIONAL INFORMATION CONTINUED...

Written Narrative continued from previous page (*maximum two pages*)

In the background, the city is surrounded by Deodar Cedar Trees. Bodeck also intends to bring the coast closer to the valley, by including sea creatures prominent along the Pacific coast, including: Sea Lions, Bottlenose Dolphins, Sea Otters, Sting Rays, Gray Whales, and silhouettes of Cephalopods. They swim in the opposite direction of the birds' flight paths to give swimmers a new sense of inspiration while swimming back to the finish line. By highlighting both ecosystems, this mural will raise awareness on the importance of conservation and protection of local wildlife.

Community Context:

A community meeting convened online via Zoom on March 6th, 2024 in coordination with Council District 12 and BOE; those in attendance were supportive of the project.

Production Process:

The artist will be using a premium exterior latex paints in 25 colors. He will be on-site for 15 days. 1) One day to prep, prime the wall and line map the design on the wall, 2) ten days to paint and install the mural, 3) two days for the paint to fully dry, 4) two days to apply protective UV, chlorine and waterproof, anti-graffiti coating.

Maintenance:

The artworks will be fabricated with durable and low-maintenance materials that require minimal to no routine maintenance. The mural will be painted with exterior latex paint. It will then be sealed with layers of UV protection, anti-graffiti protection, and Waterpark Splash Armor (chlorine and water based deterrent).

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

Agreement Regarding Anti-Graffiti Coating: (See attachment)

Public Art Application

Department of Recreation and Parks



COMMUNITY ENGAGEMENT

Please describe how the proposed art installation will meet the community engagement requirement described in the Art Policy. Attach additional sheets if necessary.

n/a

REQUIRED ATTACHMENTS

- **Artist(s) Resume** - please be sure the resumes list other past public art projects the artists have done, with descriptions, locations, and dates of each project.
- **Relevant Press** - one review (one page maximum) of the artist's work or the applicant's work.
- **Detailed Sketch and/or Drawing** – Colors and details must be accurately indicated and rendering must be to scale. Indicate the precise area of the park where the project is proposed. Provide a photograph of the proposed location with an overlay of the proposed project at scale.
- **Color Photographs of the Site and Surroundings** – Show adjacent buildings, buildings across the street, and local landmarks that indicate the flavor of the neighborhood.
- **Contract with Artist for Installation** (if applicable)

Public Art Application

Department of Recreation and Parks



COMMUNITY INPUT CHECKLIST

Please provide a description and relevant documentation demonstrating that the applicant has conducted the required community outreach regarding the proposed art installation. Attach additional pages if necessary.

Park Advisory Board (if applicable): _____

Contact Information (Name, Email): _____

Dates & Description of Outreach:

Supporting Documentation: _____

Neighborhood Council: _____

Contact Information (Name, Email): _____

Dates & Description of Outreach:

Supporting Documentation: _____

Council Office: 12 _____

Contact Information (Name, Email): Myrka Martinez, mykra.martinez@lacity.org

Dates & Description of Outreach:

A community meeting convened online via Zoom on March 6th, 2024 in coordination with Council District 12 and BOE; those in attendance were supportive of the project.

Supporting Documentation: _____

Additional Community Group (if applicable): _____

Contact Information (Name, Email): _____

Dates & Description of Outreach:

Supporting Documentation: _____

Public Art Application

Department of Recreation and Parks



APPLICANT INFORMATION

First Name	<input type="text" value="Felicia"/>	Last Name	<input type="text" value="Filer"/>
Company Name	<input type="text" value="Department of Cultural Affairs, Public Art Division"/>		
Address	<input type="text" value="201 N. Figueroa, Ste 1400"/>		
City/State	<input type="text" value="Los Angeles, CA"/>	Zip Code	<input type="text" value="90012"/>
Phone	<input type="text" value="213-855-7159"/>	Email	<input type="text" value="felicia.filer@lacity.org"/>

ARTIST INFORMATION (USE SEPARATE PAGE IF MULTIPLE)

☐ Same as Applicant ☒ Different as Applicant

First Name	<input type="text" value="Bodeck"/>	Last Name	<input type="text" value="Hernandez"/>
Company Name	<input type="text" value="Bodeck Hernandez dba Bodeck Luna"/>		
Address	<input type="text" value="1516 Rose Ave"/>		
City/State	<input type="text" value="Long Beach, CA"/>	Zip Code	<input type="text" value="90813"/>
Phone	<input type="text" value="562-704-8138"/>	Email	<input type="text" value="bodeckluna562@gmail.com"/>

PRIMARY CONTACT FOR ART APPLICATION

Name (Required)	<input type="text" value="Pau Pescador, Arts Manager"/>
Email (Required)	<input type="text" value="pau.s.pescador@lacity.org"/>

Public Art Application
Department of Recreation and Parks



ARTIST WAIVER AND LICENSE FOR PUBLIC ART, MURALS,
MONUMENTS, AND PLAQUES (REV. 04/2024)

Waiver of Rights of Attribution and Integrity for Artwork Placed upon City

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Artist Signature:_____

Date:_____

Print Name:_____

Public Art Application
Department of Recreation and Parks



APPLICANT INSTRUCTIONS

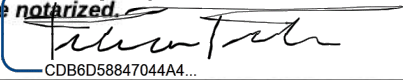
APPLICANT DECLARATION: A SIGNATURE FROM THE APPLICANT ATTESTING TO THE FOLLOWING, IS REQUIRED BEFORE THE APPLICATION CAN BE ACCEPTED.

N/A

H. I affirm and agree that the person or entity identified to maintain the art installation will do so for the duration of the installation period.

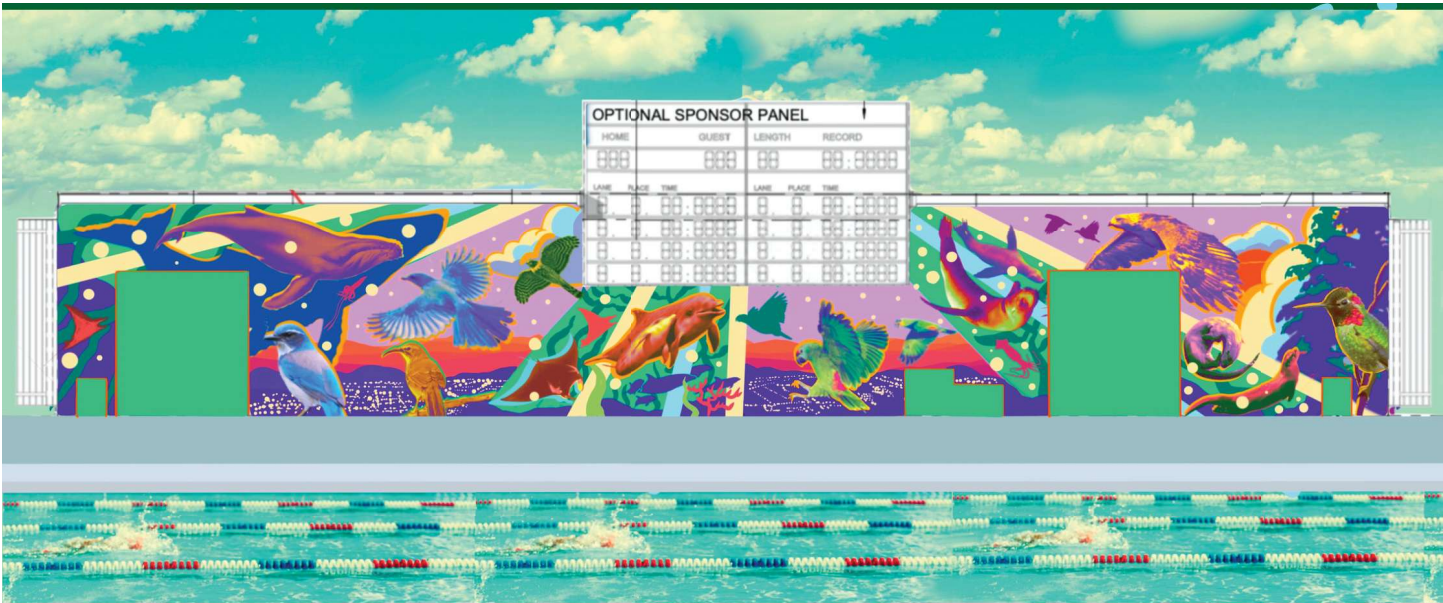
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The City requires an original or digital signature from the applicant. The applicant's signature below does not need to be notarized.

Signature:  CDB6D58847044A4...

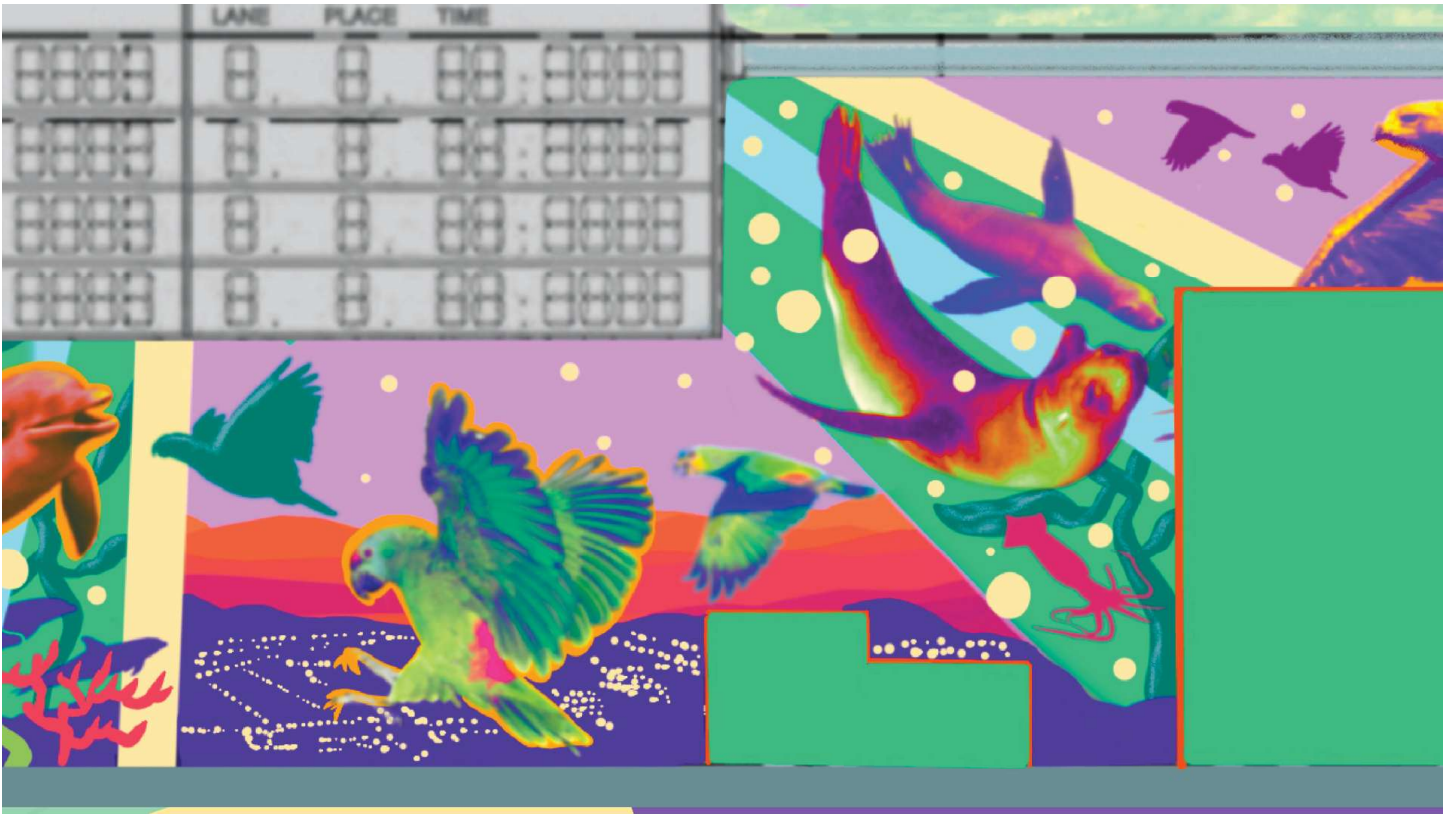
Date: 2/5/2025

Print Name: Felicia Filer



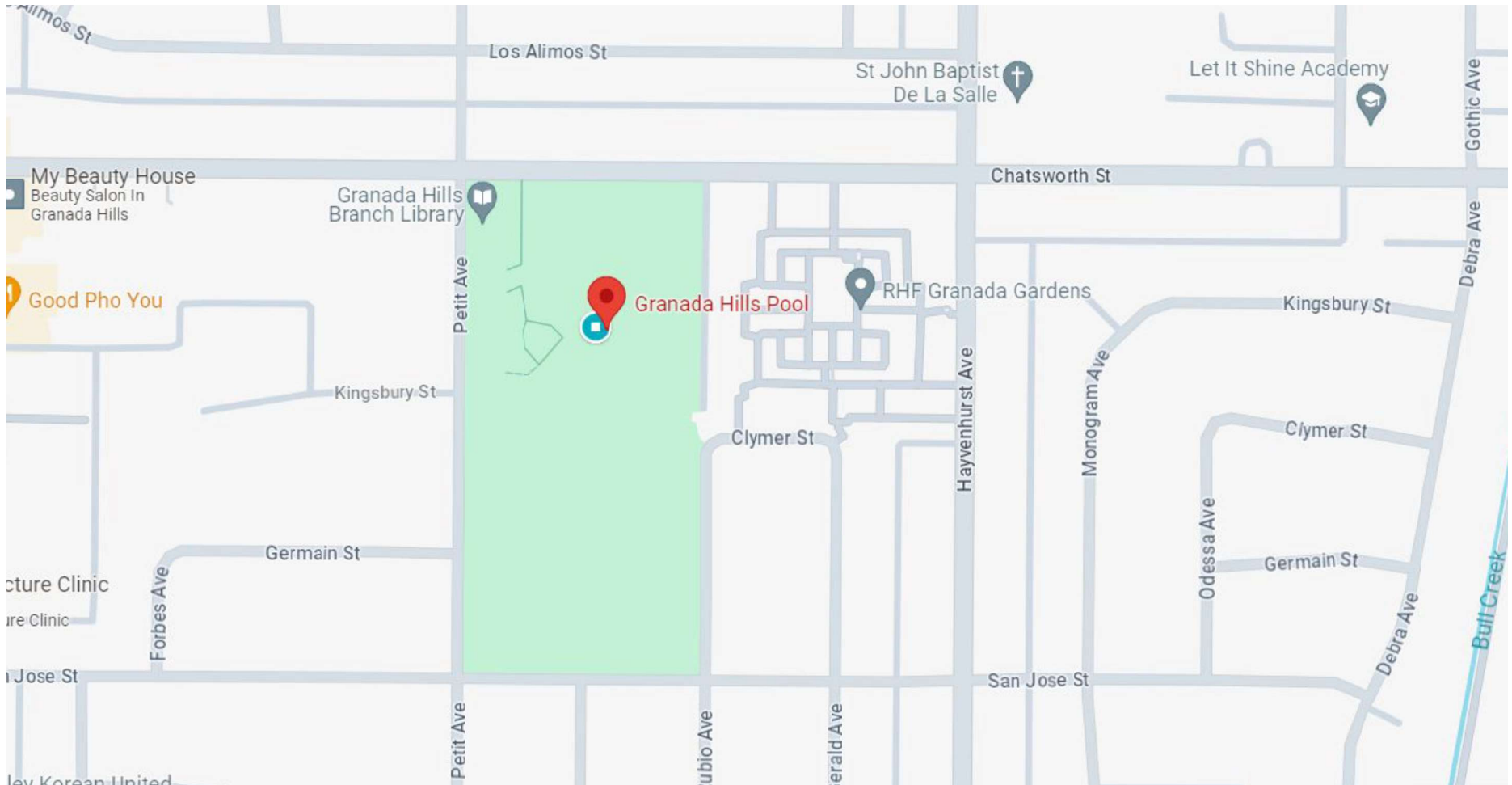
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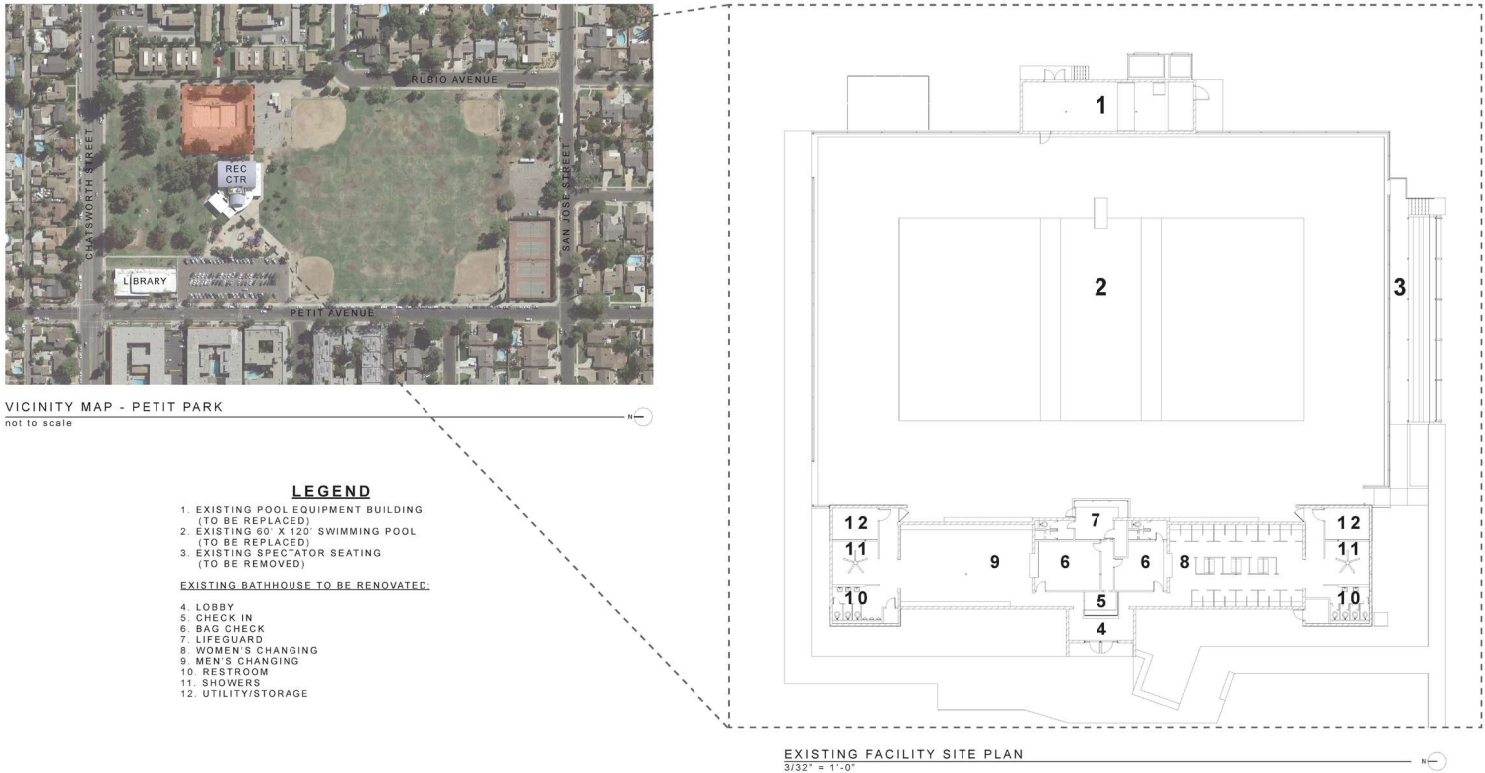


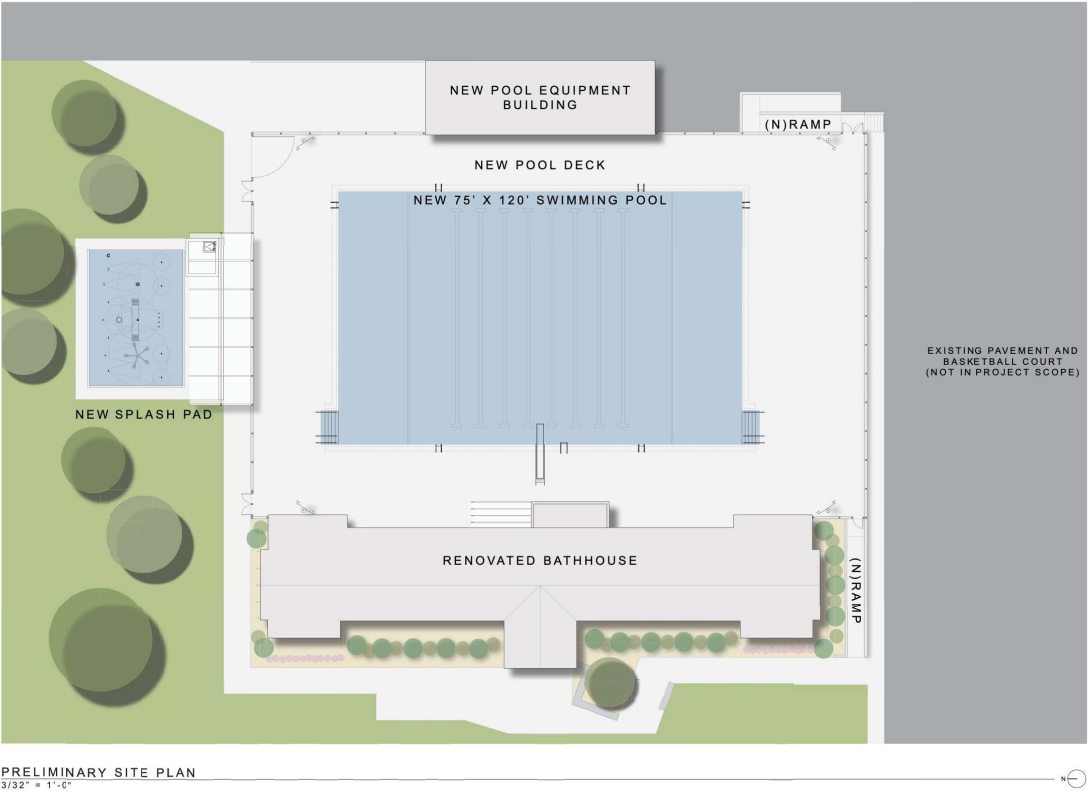




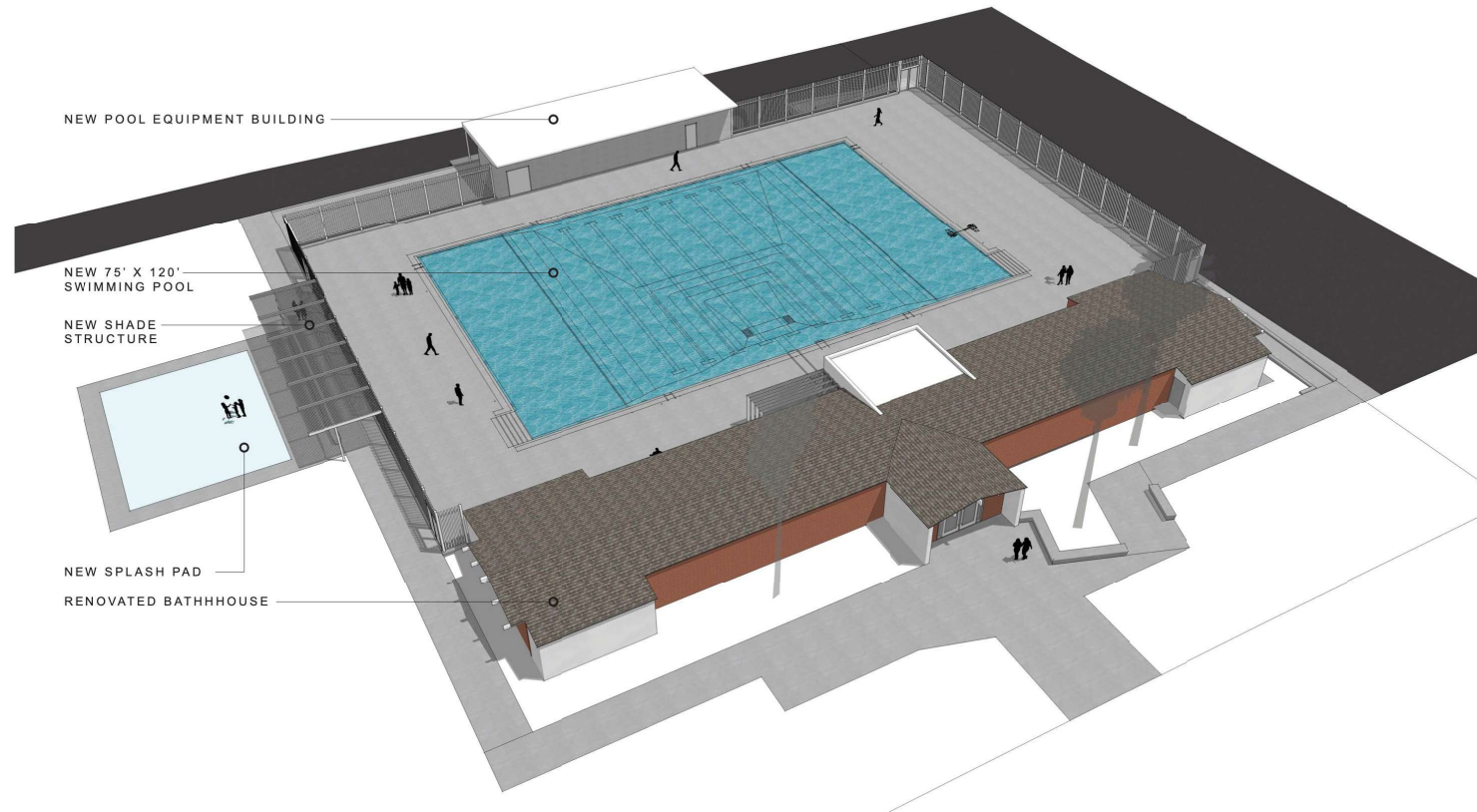
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SPARANO+MOONEY
ARCHITECTURE
642 MOULTON AVENUE
LOS ANGELES, CA 90031-3715
www.sparanomooney.com
T 323.221.6600 F 323.221.7600



SPARANO+MOONEY
ARCHITECTURE
642 MOULTON AVENUE
LOS ANGELES, CA 90031-3715
www.sparanomooney.com
T 323.221.6600 F 323.221.7600

Bodeck Luna

(b. 1986, Manila, Philippines)

Artist, Muralist, Illustrator

Long Beach, CA

bodeckluna562@gmail.com | (562) 704-8138

<https://www.bodeckluna.com/>

<https://www.instagram.com/bodeckluna/>

Education

Studied under:

Stas Orlovski

Christopher Chinn

Linda King

Michiel Daniels

Exhibitions

2022 Hashimoto Contemporary NYC, Red Envelope show, New York NY

2021 Chinese American Museum, Collective Resilience, Los Angeles CA

2021 Ewkuks Gallery, All American: AAPI group show, Los Angeles CA

2020 Sea Clearly Mural Exhibit, Aquarium of the Pacific, Ice House, Long Beach CA

2019 MasterVision Group Show, ArtbarLA, Los Angeles CA

2019 Red Lantern, Red Light, Chewing Foil Gallery, Los Angeles CA

2019 Garage Gallery, Los Angeles CA

2019 MetroLA, More People That You Know Project, Los Angeles CA

2019 Pow!Wow! Long Beach, Long Beach CA

2019 IconLBC Mural Exhibit, Icehouse Art Complex, Long Beach CA

2019 Emergence, HiLo Gallery, Long Beach CA

2019 Artifesto, Mar Vista, Los Angeles, CA

2019 HelloWelcome Mural Exhibit, Icehouse Art Complex, Long Beach CA

2018 Giant Robot Post-It Show, Los Angeles CA

2018 Wallympics Live Art Showdown, Long Beach, CA

2018 Long Beach Filipino Festival, Long Beach CA

2018 Connect the Triangles, Cactus Gallery, Long Beach CA

2017 POW!WOW! Long Beach, Long Beach CA

2017 Fifteen01 Studio, Duo Show, Long Beach CA

2017 Cambodia Town Mural Project, Long Beach CA

2016 The People's Studio Group Show, The People's Studio, Long Beach CA

2016 Arts Expo Long Beach, Long Beach CA

2016 West Coast Group Show, Public Beer Wine Shop, Long Beach CA

2015 Audi Q7 2016 Release Party Live Mural Commission, Houston TX

2015 Jeet Kune Flow Live Group Mural, Like Minds Art Lab, Los Angeles CA

2015 Kuwento Engkuwentro, Pico House Gallery, El Pueblo Los Angeles CA

2014 Bad Disco Trip Group Show, Hellada Gallery, Long Beach CA

2014 Saysay Project: Filipino Heritage Group Show, Pico House Gallery, El Pueblo Los Angeles CA

Murals

2021 Houghton Park, Long Beach CA "The Blue Note"

2021 Chinese American Museum, Los Angeles CA "Solidariton"

2021 Chadwick Boseman Tribute, The Vortex LA
2020 Covered California, Los Angeles CA "Injustice in Healthcare"
2020 Long Beach City Hall Public Works Office, Long Beach CA - "We are LB"
2020 Jrue Holiday Residence, Santa Rosa Valley CA - "Holiday Season"
2020 Louisiana Fried Chicken, Long Beach CA - "Be the Love you Seek"
2020 Ice House Arts Complex via Aquarium of the Pacific, Long Beach CA - "Salvation"
2019 POW!WOW! Long Beach!, Long Beach CA - "Community Ball"
2019 Music Center LA, Los Angeles CA "Isang Bagsak" ""
2019 EA Sports Checkdown NFL Madden, Los Angeles CA "99 Club"
2019 Beach Streets, Pow!Wow!, Long Beach CA - "Summer Dreamin'"
2018 1501 Studio, Long Beach CA - "Smell the Flowers"
2018 Soka University, Aliso Viejo CA - "Solidarity"
2018 Star Behavioral Health Clinic, Long Beach, CA - "The Walk"
2017 DACA Dreamers Tunnel, Long Beach CA - "Keep the Dream Alive"
2017 Covered California, Huntington Beach CA "Health Starts With Family"
2017 POW!WOW! Long Beach!, Long Beach CA "Recess"
2017 Cambodia Town Mural Project - Arts Council LB - "Golden Boy"

Lecture/Panel

2021 All Cans On Deck, We Rise LA, Why We Rise, Long Beach CA
2020 Alumni of Color Conference, Harvard Graduate School of Education, Cambridge MA
2020 Your Voice Your Choice, Long Beach Post & The Compound, Long Beach CA
2020 Philippine Society and Revolution History Course, PUSO SoCal, Los Angeles CA
2015 Kuwento Engkuwentro, Pico House Gallery, El Pueblo Los Angeles CA

Awards

2018 Go Long Beach Award, Artist Community Award, Mayor Robert Garcia
2017 Certificate of Recognition for the Arts/Muralist, Mayor Robert Garcia
2017 Certificate of Recognition CTMP Muralist, Councilman Dee Andrews
2017 Certificate of Recognition CTMP Muralist, Councilman Daryl Supernaw, 4th District LB
2015 Certificate of Recognition, Mayor Eric Garcetti, City of LA

References

Griselda Suarez,

Executive Director at ArtCouncil for Long Beach

T: 562-233-3166

E: griselda.suarez@artslb.org

Blair Cohn

Executive Director of Bixby Knolls Business Improvement Association

T: 562-307-4178

E: blair@bixbyknollsinfo.com

Tokotah Ashcraft

Director of Community Engagement and Relations at Ace Hotel

T: 562-704-8138

E: tashcraft@compoundlb.com

CITY OF LOS ANGELES

CALIFORNIA

CULTURAL AFFAIRS COMMISSION

THIEN HO
PRESIDENT

ROBERT VINSON
VICE PRESIDENT

TRIA BLU WAKPA
NATASHA CASE
RAY JIMENEZ
ASANTEWA OLATUNJI



KAREN BASS
MAYOR

DEPARTMENT OF CULTURAL AFFAIRS

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

DANIEL TARICA
GENERAL MANAGER

December 18, 2024

Department of Recreation and Parks
Planning, Maintenance and Construction

To Whom It May Concern,

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

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

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

Best Regards,

Pau S. Pescador

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

CITY OF LOS ANGELES
CALIFORNIA

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DANIEL TARICA
GENERAL MANAGER

MINUTES
CULTURAL AFFAIRS COMMISSION
REGULAR MEETING
WEDNESDAY, MAY 8, 2024 @ 1:30 P.M.

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

DEPARTMENT OF CULTURAL AFFAIRS

Presentations: tinyurl.com/nhevm6x

COMMISSION MEMBERS:

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

ADMINISTRATIVE STAFF:

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

DEPUTY CITY ATTORNEY – Josh Templet

CULTURAL AFFAIRS COMMISSION'S BASIC RULES & BYLAWS

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

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

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

PUBLIC INPUT AT COMMISSION MEETINGS - An opportunity for the public to address the Commission on Agenda items or other items germane to the business of the Commission will be provided before or during consideration of the item. These procedures will be in effect until further notice. A speaker will be limited to three (3) minutes to speak on public interest items.

ACCESSIBILITY - Sign Language Interpreters, Communication Access Real-Time Transcription (CART), Assistive Listening Devices, or other auxiliary aids and/or services may be provided upon request. To ensure availability, you are advised to make your request at least 72 hours prior to the meeting/event you wish to attend. Due to difficulties in securing Sign Language Interpreters, five or more business days' notice is strongly recommended. For additional information, please contact Stella Belgarde-Scranton at (213) 202-5509.

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



Notice to Paid Representatives

If you are compensated to monitor, attend, or speak at this meeting, City law may require you to register as a lobbyist and report your activity. See Los Angeles Municipal Code § 48.01 for more information. For assistance, please contact the Ethics Commission at (213) 978-1960 or ethics.commiss

AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

I. WELCOME

Meeting began at 1:33 pm

II. ROLL CALL

thein Ho, Present
Robert Vinson, Present
Tria Blu Wakpa, Present
Natasha Case, Present
Cathy Unger, Present
Ray Jimenez, Absent
Asantewa Olatunji, Absent

III. NEIGHBORHOOD COUNCIL REPRESENTATIVE

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

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

None

V. APPROVAL OF MINUTES – ACTION ITEMS

A. Minutes: Regular Meeting – April 10, 2024

Commissioner Vinson moved to approve item V.A. and Commissioner Unger seconded. Item V. A. was unanimously approved.

VI. PUBLIC COMMENT GERMANE TO THE AGENDA ITEMS

VII. PUBLIC ART – ACTION ITEMS

Review and possible action to approve conceptual and/or final design for the following Public Art Projects

A. GRANADA HILLS POOL AND BATHHOUSE

Location: 16730 Chatsworth Street, Granada Hills, CA 91344

Owner: Los Angeles Department of Recreation and Parks

Council District: CD 12, Councilmember John Lee

Artist: Bodeck Luna

Project Amount: \$57,000

Funding Sources: Public Works Improvements Arts Program (PWIAP)

Recommendations: Conceptual and Final Approval

Staff Contact: Pau Pescador, Public Art Manager

Aerial Plunge is an illustrative mural depicting an array of native wildlife and sea creatures, with a silhouette of the San Fernando Valley in the background. The mural will be located on the exterior wall of the new pool equipment building that will face the new pool, dimensions being 68 feet wide and 10 feet high.

Pau Pescador, DCA Arts Manager, introduced Bodeck Luna, the artist. The mural is a renovation project for the Granada Hills Pool and Bathhouse in Council District 12. This project is a collaboration between CD 12 and the Bureau of Engineering (BOE), and is funded by the Public Works Improvements Arts Program (PWIAP) for \$57,000. Pau indicated that the project is before the Commission for Conceptual and Final approval.

In March 2023, a Request for Proposals (RFP) was given, using DCA's pre-qualified muralist list, established in March, 2020. Three muralists were selected as finalists and this muralist was ultimately selected. The artist will work with the community artists and an artist that is visually impaired.

Commissioner Vinson moved to approve item VII.A. and Commissioner Unger seconded. Item VII. A. was unanimously approved.

VIII. ARCHITECTURAL SUBMISSIONS - ACTION ITEMS

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

A. LAWA AUXILLARY CURBS WEST

Location: 9319 S. Airport Blvd., Los Angeles, CA 90045

Engineer, Designer: Christopher Brown, HNTB

City Project Manager: Daniel Sneed

Valuation: \$88,498,298

Fee: \$400

Staff Recommendation: Final Approval

The Intermodal Transportation Facility West (ITFW) is situated by the 96th Street Automated People Mover (APM) Station and Economy Lot parking garage. It will be the new home for hotel, employee, and parking shuttle pick up and drop off. Taxi pick up and drop off will also be here.

Canopy shelters, charging stations, and walking paths are some of the architectural elements to be introduced.

Tammy Sam, DCA Architect introduced Daniel Sneed with LAWA Planning Division; Dave Reich, Deputy Executive Director for Mobility, Planning and Strategy; Nayrit Aslam, Design and Technical Manager, Sarah Cifarelli, Art Program Director and Yvette Abdelmalek with HNTB Design were also in attendance. The Auxiliary Curbs West project received Conceptual Approval in December 2023.

Mr. Sneed informed the Commission that the purpose of the change of location is to relieve congestion from Central Terminal Area (CTA) of the Airport and relocate the current rideshare lots.


The Mayor released her budget and included the elimination of vacant positions citywide. DCA has 24 vacant positions and one filled position that are at risk for elimination, which is equivalent to approximately one quarter of DCA's authorized positions. The DCA has been advocating to maintain the positions and has been working with the Council Offices and Mayor's office to protect against the loss of these positions, and the significant impact that this will have on DCA. The DCA is primarily funded by the Transient Occupancy Tax and reimburses the General Fund for costs associated with maintaining department facilities and personnel.

XII. COMMISSION ANNOUNCEMENTS AND REPORTS

A. Next Regular Commission Meeting Date: June 12, 2024

B. Next Commission Meeting Submission Deadlines:
 ARCHITECTURAL / PUBLIC ART PROJECTS /
 STREET LIGHTS / AGF's May 24, 2024

C. Adjournment
Meeting adjourned at 3:23



President



Commission Secretary

Date:

PERSONAL SERVICES AGREEMENT

Contractor: **BODECK HERNANDEZ**
1516 Rose Ave
Long Beach, CA 90813
562 704-8138 <bodeckluna562@gmail.com>

Regarding: **Public Art for the Department of Cultural Affairs**

Said AGREEMENT is Number C-146214

PERSONAL SERVICES AGREEMENT
Public Art for the Department of Cultural Affairs

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Attachments

ATTACHMENT A — “Standard Provisions for City Contracts (Rev. 6/24) [v.1]”

**PERSONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND
BODECK HERNANDEZ**

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

WITNESSETH

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

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

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

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

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

WHEREAS, DEPARTMENT issued a Request for Proposals to a shortlist of three (3) prequalified artists in June 2023 for public artwork at the Granada Hills Pool (hereinafter “PROJECT SITE”), and a panel of experts selected CONTRACTOR to create a public artwork (hereinafter “ARTWORK”) based on the strength of their proposal, interview performance, and because CONTRACTOR has the requisite skill and creativity to perform the services described in this AGREEMENT; and

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. PURPOSE OF THIS AGREEMENT

- A. The purpose of this AGREEMENT is to provide CONTRACTOR with a total amount of \$57,000 in funding for the design, fabrication, and installation of ARTWORK at PROJECT SITE, wherein services rendered shall comprise the SCOPE OF WORK pursuant to SECTION 4.
- B. CITY and CONTRACTOR hereby agree that they each shall take all steps legally required of them and available to them to permit each of them to perform the timely performance of their respective obligations pursuant to this AGREEMENT.

SECTION 2. DEFINITIONS

AGENCY—the DEPARTMENT OF RECREATION AND PARKS of CITY.

ARTWORK—an exterior mural.

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

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

CONTRACTOR—BODECK HERNANDEZ, 1516 Rose Ave, Long Beach, CA 90813.

DEPARTMENT—the DEPARTMENT OF CULTURAL AFFAIRS of CITY.

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

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

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

PROJECT SITE—GRANADA HILLS POOL, 16730 Chatsworth St., Granada Hills, CA 91344.

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

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

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

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

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

SECTION 3. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICES

A. Parties to this AGREEMENT:

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

B. Representatives of the Parties.

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

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

Pau S. Pescador, Public Art Division
City of Los Angeles Department of Cultural Affairs
201 North Figueroa Street, Suite 1400, Los Angeles, CA 90012
213 202-5523 <pau.s.pescador@lacity.org>

2. The representative of CONTRACTOR shall be:

Bodeck Hernandez
1516 Rose Ave
Long Beach, CA 90813
562 704-8138 <bodeckluna562@gmail.com>

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

SECTION 4. CONTRACTOR'S RESPONSIBILITIES

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

- A. ARTWORK shall be coordinated, designed, and executed by CONTRACTOR throughout the entire scope of this project.
- B. Upon execution of this AGREEMENT, CONTRACTOR shall meet with DEPARTMENT and AGENCY representatives.
- C. CONTRACTOR shall be reasonably available to meet with community member(s) impacted by ARTWORK as requested by DEPARTMENT in consultation with AGENCY.
- D. Within 60 days of meeting(s) with community member(s), pursuant to PARAGRAPH C of this SECTION, and upon DEPARTMENT's written request, CONTRACTOR shall prepare and submit design plan renderings and visual samples to DEPARTMENT for review by DEPARTMENT and AGENCY.
- E. Within 60 days of meeting(s) with community, pursuant to PARAGRAPH C of this SECTION, CONTRACTOR shall submit a preliminary WORK PLAN for DEPARTMENT's review and written approval, which CONTRACTOR shall develop in consultation with DEPARTMENT, AGENCY, and other project stakeholders as instructed by DEPARTMENT.
- F. Additional or changed services to be provided by CONTRACTOR shall be subject to approval by DEPARTMENT and AGENCY, wherein any such services shall be described in the form of a written amendment to this AGREEMENT.
- G. CONTRACTOR shall present to COMMISSION the preliminary design concept for ARTWORK and preliminary WORK PLAN, and CONTRACTOR shall obtain COMMISSION's approval prior to proceeding with final design details for ARTWORK, wherein CONTRACTOR's presentation to COMMISSION shall include: renderings and/or models of ARTWORK, specifications regarding location(s), dimension(s), color(s), finish(es), and material(s) for ARTWORK, and a list of subcontractors identified to perform services related to the design, fabrication, and/or installation of ARTWORK, if and when appropriate. If it appears to DEPARTMENT and/or AGENCY that ARTWORK as designed may exceed the funding allocated under this AGREEMENT, then DEPARTMENT may require CONTRACTOR to modify ARTWORK's design in order to meet the funding allocated under this AGREEMENT. If the design is so modified, CONTRACTOR must submit ARTWORK's modified design for DEPARTMENT's review and written approval, and DEPARTMENT may require CONTRACTOR to submit ARTWORK's modified design to AGENCY and/or COMMISSION for additional approval(s).
- H. CONTRACTOR shall present to COMMISSION the final design concept for ARTWORK and final WORK PLAN, and CONTRACTOR shall obtain COMMISSION's approval prior to proceeding with final design detail plans and construction drawings for ARTWORK, wherein CONTRACTOR's presentation to COMMISSION shall include: renderings and/or models of ARTWORK, specifications regarding location(s), dimension(s), color(s), finish(es), and material(s) for ARTWORK, and a list of subcontractors identified to perform services related to the design, fabrication, and/or installation of ARTWORK, if and when appropriate. If it appears to DEPARTMENT and/or

AGENCY that ARTWORK as designed may exceed the funding allocated under this AGREEMENT, then DEPARTMENT may require CONTRACTOR to modify ARTWORK's design in order to meet the funding allocated under this AGREEMENT. If the design is so modified, CONTRACTOR must submit ARTWORK's modified design for DEPARTMENT's review and written approval, and DEPARTMENT may additionally require CONTRACTOR to submit ARTWORK's modified design to AGENCY and/or COMMISSION for additional approval(s).

- I. COMMISSION may require CONTRACTOR to modify the design of ARTWORK. If it appears to DEPARTMENT and/or AGENCY that the design requires such modification(s), CONTRACTOR shall so modify ARTWORK's design and submit to DEPARTMENT for review by DEPARTMENT, COMMISSION, and/or AGENCY within thirty (30) calendar days of DEPARTMENT's written request for such modification(s), the modified scale renderings and/or models of ARTWORK, exact location(s), dimension(s), color(s), finish(es), and material(s) for ARTWORK, a final itemized budget, and a list of subcontractors identified to perform services related to the design, fabrication, and/or installation of ARTWORK, including contact information for each subcontractor, if and when appropriate, or DEPARTMENT or CONTRACTOR may terminate this AGREEMENT, pursuant to SECTION 20.
- J. CONTRACTOR shall submit final design detailed plans and construction drawings for DEPARTMENT's review and written approval in consultation with AGENCY, including scale renderings and/or models of ARTWORK, exact location(s), dimension(s), color(s), finish(es), and material(s) for ARTWORK, a final itemized budget, and a list of subcontractors identified to perform services related to the design, fabrication, and/or installation of ARTWORK, including contact information for each subcontractor, if and when appropriate. If it appears to DEPARTMENT and/or AGENCY that ARTWORK as designed may exceed the funding allocated under this AGREEMENT, then DEPARTMENT may require CONTRACTOR to modify ARTWORK's design in order to meet the funding allocated under this AGREEMENT. If the design is so modified, CONTRACTOR must submit ARTWORK's modified design for DEPARTMENT's review and written approval, and DEPARTMENT may require CONTRACTOR to submit ARTWORK's modified design to AGENCY and/or COMMISSION for additional approval(s).
- K. Upon DEPARTMENT's written approval of the final design detailed plans and construction drawings, in consultation with AGENCY, CONTRACTOR shall submit WORK PLAN for DEPARTMENT's review and written approval.
- L. Upon DEPARTMENT's written approval of WORK PLAN, and upon DEPARTMENT's issuance of NOTICE TO PROCEED, CONTRACTOR shall begin fabrication of ARTWORK as specified in WORK PLAN.
- M. CONTRACTOR shall adhere to the funding allocated under this AGREEMENT for all costs associated with the execution of ARTWORK, including design, fabrication, and transportation of ARTWORK, installation of ARTWORK at PROJECT SITE, and for any travel and other costs incurred by CONTRACTOR and any subcontractor(s) performing under this AGREEMENT, unless otherwise agreed upon under this AGREEMENT. If ARTWORK requires any special provisions in design and/or building materials, or any structural, electrical, and/or mechanical systems for which costs exceed those that would normally be paid by AGENCY for work performed at PROJECT SITE, then such costs shall be borne by CONTRACTOR's budget.
- N. CONTRACTOR shall be responsible for submitting material specifications and a cost estimate for annual maintenance of ARTWORK, wherein CONTRACTOR shall devise the design of ARTWORK with the intention of minimizing potential effects of vandalism, weathering, or other hazards, as applicable. Upon completed fabrication and installation of ARTWORK, CONTRACTOR shall prepare and submit MAINTENANCE MANUAL to DEPARTMENT, subject to DEPARTMENT's review and written acceptance.
- O. CONTRACTOR shall make periodic written and/or verbal progress reports to DEPARTMENT throughout the term of this AGREEMENT, wherein such reports shall include information on any meetings, conflicts or resolutions, design, fabrication, installation, and/or progress related to services provided under this AGREEMENT.
- P. Upon reasonable prior notice and during normal business hours, CONTRACTOR shall provide DEPARTMENT access to ARTWORK and/or any part thereof, in order for DEPARTMENT to make reasonable inspections and reviews of CONTRACTOR's progress with respect to ARTWORK.
- Q. CONTRACTOR shall be responsible for providing the services described herein, including but not limited to the quality and timely completion of the services. CONTRACTOR shall promptly notify DEPARTMENT of any problems encountered that may impede the satisfactory and timely performance of the work, and/or the satisfactory completion of any other activities under supervision by CONTRACTOR hereunder.
- R. CONTRACTOR agrees that an essential element of this AGREEMENT is the personal skill and creativity of CONTRACTOR. Therefore, CONTRACTOR shall not assign any creative and/or artistic portions of ARTWORK to a third party without prior written authorization by DEPARTMENT, wherein failure to obtain such prior written authorization shall constitute grounds for termination of this AGREEMENT, pursuant to SECTION 20.

SECTION 5. ADDITIONS & CHANGES IN SCOPE OF WORK

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

SECTION 6. SERVICES TO BE PROVIDED BY CITY

- A. DEPARTMENT shall provide CONTRACTOR with written notice regarding the appropriate point of contact for DEPARTMENT in regard to the execution of this AGREEMENT.
- B. DEPARTMENT and/or AGENCY may make available to CONTRACTOR copies of designs, drawings, reports, and/or other relevant project data that may be needed by CONTRACTOR for the design, fabrication, and/or installation of ARTWORK.
- C. DEPARTMENT shall act as liaison with AGENCY and COMMISSION as needed. AGENCY shall act as liaison with the project architect for PROJECT SITE and with community member(s) impacted by ARTWORK.
- D. Upon CONTRACTOR's submission of payment request(s) for completion of milestone(s) under this AGREEMENT, DEPARTMENT shall review such payment request(s) in order to verify milestone completion in accordance with the terms herein, and submit such request(s) to AGENCY for payment by CITY, pursuant to SECTION 11, PARAGRAPH B.

SECTION 7. CONTRACT ADMINISTRATION

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

SECTION 8. STANDARD PROVISIONS FOR CITY CONTRACTS

- A. CONTRACTOR agrees to comply with the “Standard Provisions for City Contracts (Rev. 6/24) [v.1]” which are attached hereto as ATTACHMENT A and incorporated into this AGREEMENT as though fully stated herein. In addition to the “Standard Provisions for City Contracts (Rev. 6/24) [v.1]”, CONTRACTOR shall comply with the following:
1. Disclosure of Border Wall Contracting Ordinance (DBWCO).
CONTRACTOR shall comply with Los Angeles Administrative Code (LAAC) Section 10.50 et seq., 'Disclosure of Border Wall Contracting.' CITY may terminate this AGREEMENT at any time if CITY determines that CONTRACTOR failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

SECTION 9. WARRANTIES

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

SECTION 10. TERM

The term of this AGREEMENT shall commence June 13, 2023 and terminate June 12, 2026.

SECTION 11. REQUESTS FOR PAYMENT & REMUNERATION

- A. CONTRACTOR shall be paid for work and services associated with the design, fabrication, and installation of ARTWORK under this AGREEMENT in accordance with the terms herein, and subsequent adjustments, changes, and/or additions as specifically provided for under this AGREEMENT. Such payment shall be full compensation for work performed and services rendered for all supervision, labor supplies, materials, equipment or use thereof, taxes, and for all other necessary incidentals.
 1. The amount and date of payments to CONTRACTOR shall be computed as stipulated below, subject only to adjustments, changes, or additions as specifically provided for under this AGREEMENT.
 2. In the event that CONTRACTOR incurs costs in excess of the total funding allocated under this AGREEMENT, and such excess is incurred without a written amendment to this AGREEMENT, CITY shall not be required to pay any part of such excess and CONTRACTOR shall have no claim against CITY on account thereof.
- B. Upon CONTRACTOR's submission of payment request(s) for completion of milestone(s) under this AGREEMENT, DEPARTMENT shall review such payment request(s) to verify milestone completion in accordance with the terms herein, and submit such request(s) to AGENCY, for CITY to pay CONTRACTOR a total sum not to exceed \$57,000 to provide services under this AGREEMENT, which shall be paid in the following manner:
 1. \$14,250 upon COMMISSION's approval of the preliminary design concept for ARTWORK and preliminary WORK PLAN, pursuant to SECTION 4, PARAGRAPH G.
 2. \$22,800 payable in up to two (2) parts upon COMMISSION's approval of the final design concept for ARTWORK and final WORK PLAN, pursuant to SECTION 4, PARAGRAPH H; DEPARTMENT's issuance of NOTICE TO PROCEED to CONTRACTOR; and DEPARTMENT's receipt and verification of CONTRACTOR's submitted documentation of amounts expended or invoiced for purchase of labor and/or materials, pursuant to SECTION 4, PARAGRAPH K.

3. \$11,400 upon DEPARTMENT's final inspection and approval of fabricated ARTWORK and issuance of RECEIPT OF VERIFICATION to CONTRACTOR, pursuant to SECTION 12, PARAGRAPHS A and B.
 4. \$8,550 upon DEPARTMENT's written acceptance of MAINTENANCE MANUAL submitted by CONTRACTOR, pursuant to SECTION 4, PARAGRAPH N; DEPARTMENT's issuance of NOTICE OF FINAL ACCEPTANCE to CONTRACTOR; DEPARTMENT's receipt of no fewer than five (5) high-resolution, digital image files of installed ARTWORK; and DEPARTMENT's receipt of RELEASE OF ALL CLAIMS, pursuant to SECTION 12, PARAGRAPH D.
- C. DEPARTMENT shall provide written notice to CONTRACTOR that specifies any failure(s) to provide services for which CONTRACTOR is requesting payment, within 30 days of DEPARTMENT's receipt of any request(s) for payment. CONTRACTOR shall thereafter meet CITY's standards for performance, subject to DEPARTMENT's written satisfaction, or shall advise DEPARTMENT that a dispute exists. In the event of dispute(s), the parties shall make best efforts to remedy such dispute(s), pursuant to SECTION 26.
- D. Invoicing:
1. Invoices shall be submitted to:

Pau S. Pescador, Public Art Division
City of Los Angeles Department of Cultural Affairs
201 North Figueroa Street, Suite 1400, Los Angeles, CA 90012
213 202-5523 <pau.s.pescador@lacity.org>
 2. To ensure that services provided under personal services agreements are measured against services detailed under this AGREEMENT, CITY's Controller has developed a policy requiring that specific supporting documentation be submitted with invoices.
 3. CONTRACTOR shall submit invoices that conform to CITY standards and that include, at a minimum, the following information:
 - a. Name and address of CONTRACTOR;
 - b. Name and address of CITY department being billed;
 - c. Date of invoice and date of activity;
 - d. AGREEMENT number;
 - e. Description of completed task/project and amount due for task/project;
 - f. Original invoice(s) for costs of procuring labor and/or materials under this AGREEMENT; and
 - g. Remittance address (if different from company address).
 4. All invoices shall be submitted on CONTRACTOR's letterhead, contain CONTRACTOR's official logo or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that tasks have been completed, in the form of a report, brochure or photograph, shall be attached to all invoices. Invoices are considered complete when appropriate documentation or services provided are verified as satisfactory by CITY manager.
 - a. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. CITY shall not compensate CONTRACTOR for any costs incurred to prepare invoices under this AGREEMENT. CITY may request, in writing, that CONTRACTOR make changes to the content and format of invoice(s) and/or supporting documentation at any time. CITY reserves the right to require CONTRACTOR to provide additional supporting documentation to substantiate costs at any time.
 - b. Subcontractors' requirements: tasks completed by any subcontractor shall be supported by such subcontractor's invoice, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.
 - c. Failure to adhere to these policies may result in nonpayment or non-approval of demand, pursuant to CITY's Charter Section 262(a) requiring CITY's Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any CITY office or department, and to approve demands before they are drawn on from CITY's Treasury. Any incomplete requests for payment may be returned to CONTRACTOR with no action taken by CITY.
- E. Limitation of CITY's Obligation to Make Payment to CONTRACTOR.

Notwithstanding any other provision of this AGREEMENT, including any exhibits or attachments incorporated therein, and in order for CITY to comply with its governing legal requirements, CITY shall have no obligation to make any payments to CONTRACTOR unless CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this AGREEMENT. CONTRACTOR agrees that any services provided by CONTRACTOR, purchases made by CONTRACTOR, or expenses incurred by CONTRACTOR in excess of the appropriation(s) shall be free and without charge to CITY and CITY shall have no obligation to pay for the services, purchases, or expenses. CONTRACTOR shall have no obligation to provide any services, provide any equipment, or incur any expenses in excess of the appropriated amount(s) until CITY appropriates additional funds for this AGREEMENT.

SECTION 12. DELIVERY & ACCEPTANCE

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

SECTION 13. TITLES IN WORK PRODUCTS

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

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

SECTION 14. CONTRACTOR’S RIGHTS

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

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

SECTION 15. CONSTRUCTION DELAYS

- A. If CONTRACTOR is delayed from installing ARTWORK during the term of this AGREEMENT as a result of the construction at PROJECT SITE not being sufficiently complete to permit safe installation of ARTWORK therein, AGENCY shall have two options:
 - 1. Reimburse CONTRACTOR for reasonable storage and any other related costs incurred for the period between the time provided in the schedule for commencement of installation and the date upon which PROJECT SITE is complete to permit safe installation of ARTWORK, and extend the AGREEMENT for the time necessary to permit full performance of the AGREEMENT.
 - 2. Request CONTRACTOR to transport ARTWORK at the time of completed fabrication to PROJECT SITE or other designated location for storage. Cost(s) to transport ARTWORK to the storage location shall be borne by CONTRACTOR. Cost(s) to transport ARTWORK from storage location to PROJECT SITE, as well as all related

storage costs, shall be borne by AGENCY, wherein CONTRACTOR shall mitigate such transportation and storage costs. DEPARTMENT shall provide CONTRACTOR with proof of insurance for the value of ARTWORK as stipulated by CONTRACTOR, not to exceed the value of services to be provided under this AGREEMENT.

SECTION 16. EARLY COMPLETION OF CONTRACTOR SERVICES

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

SECTION 17. IDENTIFICATION

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

SECTION 18. MAINTENANCE, REPAIRS & RESTORATION OF THE WORK

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

SECTION 19. CONTRACTOR'S ADDRESS

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

SECTION 20. TERMINATION OF AGREEMENT

Notwithstanding PSC-9 of ATTACHMENT A, "Standard Provisions for City Contracts (Rev. 6/24) [v.1]":

- A. DEPARTMENT, by giving 14 calendar days' written notice to CONTRACTOR, may terminate this AGREEMENT, in whole or part at any time, either for DEPARTMENT's convenience or due to CONTRACTOR's failure to fulfill contractual obligations. Upon receipt of such notice, CONTRACTOR shall:
 1. Immediately discontinue all services affected (unless the written notice directs otherwise).
 2. Deliver to DEPARTMENT all data, drawings, blueprints, specifications, reports, estimates, summaries, and other such information and materials as may have been given to CONTRACTOR by CITY, DEPARTMENT, and/or AGENCY for the performance of work under this AGREEMENT, whether completed or in process.
 3. CONTRACTOR shall transfer ARTWORK, whether completed or in process, and legal title of ownership thereto, to DEPARTMENT.
- B. If termination is for CITY's convenience, DEPARTMENT shall pay CONTRACTOR for reasonable costs accrued by CONTRACTOR, subject to DEPARTMENT's review and written verification.
- C. If termination is due to CONTRACTOR's failure to fulfill contractual obligations, DEPARTMENT may take over the work and administer the same to completion by contract or otherwise. In such case, CONTRACTOR shall be liable to DEPARTMENT for any reasonable costs or damages occasioned to DEPARTMENT thereby. If CITY has paid CONTRACTOR for purchases of labor and/or materials and CONTRACTOR has not purchased all labor and/or materials for ARTWORK prior to such termination, all materials purchase by CONTRACTOR shall become property of CITY, and any unexpended amounts paid to CONTRACTOR for labor and/or materials shall be repaid immediately to CITY.
- D. If after DEPARTMENT issues a notice of termination for CONTRACTOR's failure to fulfill contractual obligations, and DEPARTMENT subsequently determines that CONTRACTOR did not so fail, then such termination shall be

deemed effected for DEPARTMENT's convenience, and payment adjustment(s) shall be made by DEPARTMENT, pursuant to PARAGRAPH B of this SECTION.

- E. The rights and remedies of the parties provided in this SECTION are in addition to any other rights and remedies provided by law or under this AGREEMENT.
- F. CONTRACTOR, in executing this AGREEMENT, shall be deemed to have waived any and all claims for damages in the event of DEPARTMENT's termination for convenience as provided in PARAGRAPH B of this SECTION, including in the event that such termination is for DEPARTMENT's convenience, pursuant to PARAGRAPH D of this SECTION.
- G. If CONTRACTOR, due to illness or any other occurrence, becomes unable to render services under this AGREEMENT, this AGREEMENT shall be deemed terminated, unless stipulations have been made in writing by CONTRACTOR for completion of ARTWORK by a third party approved in writing by DEPARTMENT prior to any such written stipulations. If CONTRACTOR has not stipulated any such a third party, DEPARTMENT reserves the right to negotiate with CONTRACTOR's heirs, personal representatives, successors, and/or any party that DEPARTMENT deems suitable to complete ARTWORK.
- H. In the event of CONTRACTOR's death, this AGREEMENT shall automatically terminate and CONTRACTOR's representative shall proceed pursuant to PARAGRAPH G of this SECTION.

SECTION 21. RATIFICATION

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

SECTION 22. SUCCESSORS & ASSIGNS

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

SECTION 23. PROHIBITED INTERESTS

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

SECTION 24. AUDIT & ACCESS TO RECORDS

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

SECTION 25. ENGINEERING CONFORMANCE & PROTECTION OF WORK

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

SECTION 26. DISPUTES & REMEDIES

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

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

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

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

SECTION 28. ENTIRE AGREEMENT

- A. This AGREEMENT includes sixteen (16) pages and one (1) attachment, which constitute the entire understanding and agreement of the parties.
- B. This AGREEMENT integrates all the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the services to be provided.
- C. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this AGREEMENT.
- D. This AGREEMENT may be executed in one or more counterpart(s), and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures, or signatures scanned into portable document format (PDF) or another electronic format designated by CITY and sent by e-mail, shall be deemed original signatures.
- E. In the event of any inconsistency between the provisions in the body of this AGREEMENT and the attachments, the provisions in the body of this AGREEMENT take precedence, followed by ATTACHMENT A, "Standard Provisions for City Contracts (Rev. 6/24) [v.1]".

SECTION 29. MODIFICATION

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

—SIGNATURE PAGE TO FOLLOW—

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

CITY OF LOS ANGELES

BODECK HERNANDEZ

1516 ROSE AVENUE, LONG BEACH, CA 90813
BTRC NO. 3365960

BY:  For _____
DANIEL TARICA
GENERAL MANAGER
DEPARTMENT OF CULTURAL AFFAIRS

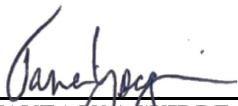
BY:  _____
BODECK HERNANDEZ
ARTIST

DATE: 9/18/24

DATE: 09/13/2024

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

ATTEST:
HOLLY L. WOLCOTT, CITY CLERK

BY:  _____
TANEA YSAGUIRRE
DEPUTY CITY ATTORNEY

BY:   _____
DEPUTY CITY CLERK

DATE: 9/19/24

DATE: 9/20/2024