Grant Amount:

City of Carson The City of Carson's Urban Wildlife Adventures Project \$10,000.00 Program: Grant Number: Access & Belonging 2024-003-AX

This Grant Agreement (Agreement) is entered into as of the Effective Date (defined below) by and

GRANT AGREEMENT

between Parks California and City of Carson (Grantee). Parks California and Grantee hereby agree as follows:

- 1. Parks California makes this grant of \$10,000.00 (Grant) to Grantee to support The City of Carson's Urban Wildlife Adventures Project as described in this Agreement.
- 2. Upon receipt of this Agreement signed by Grantee, Grant funds will be disbursed according to the schedule in **Attachment 1**, subject to the provisions of this Agreement. The term of the Grant is from May 1, 2024 to the due date of the Final Grant Report, as specified in **Attachment 1**. Grantee will use the Grant solely for the purposes described in this Agreement and the Proposal, and will return to Parks California any funds not expended or committed for the purposes of the Grant within the Grant period. **Grantee understands that the Grant is not a gift and agrees that Parks California is granting funds to Grantee to pursue the purposes outlined in this Agreement.**
- 3. Grantee will deliver written Grant report(s) to Parks California according to the schedule in **Attachment 1**. Unless provided otherwise in **Attachment 1**, the Grant Report(s) shall be submitted through Parks California's <u>grant management system</u>. The final report shall request a financial report that should detail the following: (a) all Grant fund expenditures during the applicable reporting period, and (b) an analysis of budget (as set forth in the Proposal) compared to actual spending, and a narrative explanation of any differences between the two. **Grantee must obtain pre-approval, and amendment of the Agreement, for any reallocation of the budget of 10% or more in any line item, or for creation of a new line item, from Parks California.**
- 4. Parks California's funding of this Grant under this Agreement is contingent upon (a) Parks California's review of Grantee's work in connection with this Grant, and its determination that satisfactory progress and performance of the expected purposes is occurring, (b) Parks California's timely receipt and its review and approval of Grant Reports submitted by Grantee, and (c) Grantee's compliance with all terms and conditions of the Grant. If at any time Parks California determines that Grant purposes are not met, that Grant purposes are unlikely to be met, or that Grantee fails to satisfy the reporting requirements in paragraph 3 above, or otherwise violates the terms of the Grant, Parks California may terminate the Grant or may (a) reduce or discontinue Grant Funding, (b) require no further spending of Grant funds already disbursed to Grantee, and/or (c) require the return of unspent Grant funds already disbursed to Grantee. If termination occurs prior to the scheduled end date of the Grant, Grantee shall, upon Parks California's request, provide Parks California a full accounting of the receipt and disbursement of funds and expenditures incurred under the Grant as of the effective date of termination.
- 5. Grantee shall notify Parks California immediately of any anticipated or actual changes in Grantee's head of organization, regardless of title, and/or key personnel identified either in the Proposal or this Agreement. Grantee acknowledges and agrees that changes in Grantee's head of organization, regardless of title, and/or key personnel may trigger Parks California review and reassessment of Grantee's ability to meet the purposes of the Grant, and that, following such review, Parks California may decide to impose additional terms, conditions, or other limitations on any unexpended Grant funds, including return of those funds.
- 6. Before Grantee makes any public announcement or publishes a written description of the Grant and the project funded by the Grant, including in the media or on the Internet, Grantee shall

Organization: City of Carson Program: Access & Belonging **Project Name:** The City of Carson's Urban Wildlife Grant Number: 2024-003-AX Adventures Project \$10,000.00

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coordinate with, and seek approval of, all messaging with Parks California, which also will coordinate such public announcement and messaging with the California Department of Parks and Recreation (Department). Grantee understands that Parks California may also require attribution and/or acknowledgment of Parks California and/or the Department in any such public announcements and related media regarding the Grant and the project funded by the Grant. Grantee shall also submit copies of all printed media coverage of or other printed public references to Grantee's work funded by this Agreement, and shall notify Parks California of all other, related media coverage or public references.

- 7. Grantee agrees that Parks California may include information on the Grant in periodic public reports, and may refer to the Grant in a press release or other public communication without Grantee's prior approval.
- 8. The parties agree that a material condition of this Agreement is that Grantee makes the data, research, knowledge, and other information developed with the Grant funds freely available and without condition to Parks California and the Department, consistent with the charitable purposes of the Grant.
- 9. Grantee understands and acknowledges that Parks California has obtained funding from the Department that has enabled Parks California to provide the Grant funds to Grantee under this Agreement, in accordance with project(s) outlined under the Work Order Process Agreement, dated, by and among the Department and Parks California (Process Agreement). Grantee agrees to comply with Section K "Insurance Requirements," Section L "Hold Harmless Agreement," Section Q "Intellectual Property Rights", and Section R "Non-Discrimination Clause" of the Process Agreement, to the extent applicable to Grantee's obligations under this Agreement and as those terms and conditions are included in **Attachment 2** of this Agreement.
- 10. Grantee will maintain financial books and records as required by the Internal Revenue Code and U.S. Department of Treasury Regulations and, if requested by Parks California or its agent, will make such books and records available to Parks California or its agent at a reasonable time and location for review and audit. Grantee will keep copies of all books and records for at least four years after the date that all of Grantee's obligations under this Agreement have been fulfilled.
- 11. Grantee shall ensure compliance with all applicable laws and regulations in the performance of activities under this Agreement, including, without limitation, those laws or requirements regarding authority to conduct business, permits, licenses, tax, employment, reporting, data protection, lobbying and contacts with government officials (including the provision of gifts) as well as the Telephone Consumer Protection Act of 1991, as amended, and any and all other laws, of any applicable jurisdiction, governing the work performed. Grantee further agrees that no funds received under this agreement will be used to engage in civil disobedience.
- Grantee shall not use any portion of the Grant funds for reportable or disclosable activities under 12. applicable state or local campaign finance disclosure or election laws, such as ballot measure contributions.
- 13. Grantee shall not use any portion of the Grant funds in any attempt to influence legislation within the meaning of Internal Revenue Code sections 501(h), 4911, 4945(d)(1) or (e). Grant funds shall not be used to support any activities requiring lobbying reporting and/or registration under the laws of any jurisdiction.

Organization: Project Name:	City of Carson The City of Carson's Urban Wildlife Adventures Project	Program: Grant Number:	Access & Belonging 2024-003-AX
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- 14. Grantee shall not use any of the Grant funds for any of the following purposes: to influence the outcome of any specific public election, or to conduct, directly or indirectly, any voter registration drive, within the meaning of Internal Revenue Code Section 4945(d)(2); to induce or encourage violations of law or public policy; to cause any private inurement or improper private benefit to occur; to take any action that would, or reasonably could, jeopardize its tax-exempt status under Internal Revenue Code Section 501(c)(3); to provide a grant to an individual or organization which does not comply with the requirements of Internal Revenue Code sections 4945(d)(3) and (4); or, for any other purpose that is not charitable, scientific, or educational, within the meaning of Internal Revenue Code Section 170(c)(2)(B).
- 15. Grantee shall indemnify, hold harmless, and defend Parks California and the Department, their officers, agents, and employees against any and all claims, demands, damages, costs, expenses, or liability costs (including but not limited to attorney fees, expert fees, and cost of suit), arising indirectly or directly or in any way related to the performance of this Agreement by Grantee, by reason of its acts or omissions and/or its obligation pursuant to this Agreement and/or by reason of injury, death, property damage, or any claim arising from the alleged violations of any state or federal law, statute, or regulation, including but not limited to the Americans with Disabilities Act of 1990 Titles I, II and III (ADA), however caused or alleged to have been caused, provided, however, in no event shall Grantee be obligated to defend or indemnify Parks California or the Department with respect to the willful misconduct, or to the extent of the sole negligence, of Parks California or the Department, its employees, or agents.
- 16. In the event judgment is entered against Grantee and Parks California because of the concurrent negligence of Grantee and Parks California, their officers, agents, or employees, an apportionment of the liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment.
- 17. This Agreement represents the entire agreement of the parties with respect to the Grant, and supersedes any prior oral or written understanding or communication between the parties. This Agreement shall only be amended or modified in a writing signed by both parties, except that a no-cost extension, adjustment to payment schedule, or minor change to the project budget or scope of activities may be approved unilaterally by Parks California through a written or email communication to Grantee.
- 18. By signing this Agreement, Grantee agrees to its terms and conditions, and warrants and represents that its signatory whose signature appears below has been, and is on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on its behalf.
- 19. This Agreement is governed by the laws of the State of California, and the parties agree that enforcement of the Agreement, and resolution of any disputes arising out of or related to the subject matter of the Agreement, shall be resolved by arbitration conducted by a private arbitration service under the laws of the State of California.
- 20. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic means, and/or an electronic "e-signature" may be used by an authorized representative of Grantee to bind it to this Agreement, and any such signature shall have the same legal effect as an original.

Grant Amount:

City of Carson The City of Carson's Urban Wildlife Adventures Project \$10,000.00

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Parks California:

By:	Heana Chung		Date:	05/21/2024
	Heana Chung Vice President of	Operations & Finance		
City c	of Carson:			
By:			Date:	
	(Signature)			
Print	ed name:			
Title				
EIN:		95-2513547		1. 1994 A. M. 1994 A. J. J
			City of Carson	
Please provide mailing address for payments.		Organization:		
		Address:		
		City/State/Zip Code:		

Organization:	City of Carson
Project Name:	The City of Carson's Urban
-	Wildlife Adventures Project
Grant Amount:	\$10,000.00

Program:AccessGrant Number:2024-003-AX

Attachment 1: Parks California Reporting and Payment Schedule

PAYMENT AMOUNT	DUE DATE	CONDITIONS FOR PAYMENT	OTHER SCHEDULED ACTIVITIES OR DELIVERABLES
\$10,000.00	May 31, 2024	Grant funds shall be paid within the normal course of business, within 30 days of receipt of a signed grant agreement that sets forth the roles and Project components, activities, timeline, metrics, and funding needs and commitments as described in Exhibit A attached hereto ("Scope of Grant").	N/A
N/A	September 30, 2024	N/A	Final Report Reporting Period: May - August 2024

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2024-003-AX

Exhibit A

Scope of Grant & Budget

Executive Summary:

Approximately 25 to 30 4th grade students living with a wide spectrum of disabilities (e.g., cognitive, physical) and their families will have the opportunity to partake in a week-long trip, thereby ensuring various recreational activities and immersive learning experiences will be widely available for Carson's urban youth and project participants. Dominguez Elementary's minority student enrollment is 98%, with the student population made up of 52% female students/48% male students. Dominguez Elementary enrolls 75% economically disadvantaged students, which is why this particular school was specifically selected. In other words, the majority of Carson's lower-income youth selected for this Urban Wildlife Adventures Project will be experiencing nature for the very first time.

Including accompanying families and in total, there will be 75 individuals joining with a 1:5 student to teacher ratio. In partnership with the nonprofit, SBCC, I Heart Carson's Youth Development Division will also partake in programmatic capacity as only 30% of BIPOC youth residing in the City engage in outdoor recreational activities. Closing this racial/economic "adventure gap" benefits not only Carson's youth, but also contributes to state conservation efforts. Because this outdoor adventure is a week-long trip, it's ideally suited for Carson's underprivileged youth (ages 9-10) whose parents are interested in experiencing Adventure Pass and engaging their children in school programs (e.g., interpretive guided tours provided for all participants who'd like to observe wildlife or learn more about the natural ecosystem) and outdoor exercises such as hiking, biking, horse riding lessons & trail rides. By taking a balanced approach to the provision of parks/recreation spaces that's fused with educational materials and resources, Dominguez area residents will have the informed capacity to actively practice healthier community ways of living, building neighborhood relationships and their collaborative ability to personally advocate for the City along with its diverse variety of residents, children, and families who have little choice but to call its struggling neighborhoods home and who often lack the educational resources conducive to upward social mobility.

Program Outcomes: For its Urban Wildlife Adventures project, the City intends to partner with local nonprofits like SBCC's I Heart Carson and other community-based organizations such as Big City Mountaineers and Boys & Girls Clubs of Carson to further refine Carson's low-income and disadvantaged youth programming structure so that it may better meet the needs of those residing within the City's targeted Dominguez area neighborhoods. This means providing more scaffolded approaches that can be implemented through Carson's outdoor equity program models:

OUTCOME #1: Enhanced green spaces foster a sense of community among Carson's selected students and improve both mental/physical health for Dominguez area residents, strengthening child development for low-income families in dire financial straits through engagement that's not only free-of-cost, but has the power to bolster youth creativity, imagination, cognitive function, and intellect as nature will play a vital if not crucial role in

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promoting overall well-being-with community-felt reverberations extending beyond the Adventures Pass grant duration and are replicable.

OUTCOME #2: Goal: Carson hopes its model will encourage working class residents who are consistently on the job, thus reigniting recognition on how valuable family time spent together can be. Besides the physical/mental well-being that come naturally with adopting an active routine or healthier lifestyle, the project benefits are all-encompassing: Alleviating stress, improvements made to the immune system as well as cardiovascular/muscular fitness and reduced violent crime and gang-related activity. Getting Carson's disadvantaged youth out of the concrete jungle and on outdoor recreational trips, the project enables enhanced and varied exploration of recreational nature spots so that its participants can explore to their ultimate heart's content. Starting with youth is key because once kids discover the outdoors, they tend to carry this enthusiasm well into adulthood.

Project Outputs - 4th Grade Participants: 30 Project Outputs - Family Member Participants: 45 Project Outputs - Park Visits: 7 Budget:

Parks California

Budget (2024 Adventure Pass Grant

Applicant: The Sity of Carson in pamership with sicial comprofit SBCC's Literant Carson's Youth Development Division Program/Project Name: The City of Carson's Urban Wildlife Adventures Project

	Total Project Expenses	Other Secured Sources of Funding	Adventure Pass Grant Budget Request	Budget Justification and/or Detailed Information
Budget Summary				
Project Budget	100,000	40,000	10,000	
Direct expenses	100,000	40,000	10,000	
Program Staff		1		
5alary	a 1997 - Contra Marine, Santana Santana Marina ang Kabupatén Ang Kabupatén Ang Kabupatén Ang Kabupatén Ang Kabupatén 1997 - Contra Marina Ang Kabupatén Ang Kabupatén Ang Kabupatén Ang Kabupatén Ang Kabupatén Ang Kabupatén Ang Ka	1,134	4,078	
Benefits/Payroll Taxes	1999 - Carlon Martin, Britsler and Parlanet Anna Parlanet Anna Parlanet Anna Parlanet Anna Parlanet Anna Parla 1		,	
Subtotal, Staff	a. 	1,134	4,078	
Program Operating Casts				
Educational Materiais	5,649	2,275	1,705	Educational Materials (notebooks, pers, prioculars, widsfe reference manuals) & Printed/Virtual Curriculum Accompanying the Urban Wildsfe Adventures Project and City's outdoor equity programming.
Promotional Supplies & Printing Costs	3,538	2,090	1.568	Assolicated project costs involved with assembling, generating, developing & disrtibuting outdoor equipty promotional material
Community Outreach & Engagement	5,000	854	625	Urban Wildlife Adventures is a linear educational program that's specific in how all-inclusive activities were created to cater to Dominguez Elementary School's 4th grades and their families
Bilinguai Translation for all Urban Wildlife Adventures Project Materiais	1,127	662	495	Bilingual Translation (e.g., Spanish, Tagalog) for Adventure Pass and associated Educational Materials for English non-speaking families.
Transportation Costs (67 cents per mile)	26,071	132	94	Privately-owned large bus containing 75 project participants traveling between Carson and Wi® Rogers State Historic Park (28 miles each way) + transportation costs to nearby sleeping area (5 miles/day).
State Parks Costs				
Special Events Permits	15,000	20.071		
Park Entry Fee	8,110	4,143	875	Will Rogers State Historic Park's parking & access fees for large buses Carrying up to 25-100 individuals (approx \$125 per day to be expended over the Urban WildRe Adventure Project's week-long duration).
Subtotal, Program Operating Costs	58,495	30,237	5,362	

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Attachment 2: Additional Obligations of Grantee

- 1. For the term of this Agreement, Grantee shall furnish to Parks California a Certificate(s) of Insurance and endorsements in compliance with the following requirements:
 - a. <u>Policy</u>. The Certificate of Insurance shall: (a) be in a form acceptable to ParksCA; (b) be written by an insurer acceptable to ParksCA; (c) be maintained at Grantee's sole expense; (d) be in full force for the complete Term of this Agreement; (e) be primary, and not in excess to any insurance carried by ParksCA; and (f) be furnished to ParksCA within fifteen (15) days of a written request.
 - b. <u>Coverage</u>.

General Liability Insurance: Grantee shall procure commercial general liability insurance covering liability arising out of premises operations, products/completed operations, independent contractors, personal/ advertising injury and liability assumed under an insured contract with limits not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate. Said policy shall apply separately to each insured against whom any claim is made or suit is brought subject to Grantee's limits of liability.

Motor Vehicle Liability Insurance: Grantee shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit each accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by Grantee, including, but not limited to, Grantee owned, hired, and non-owned motor vehicles.

Worker's Compensation and Employer's Liability Insurance: Grantee shall maintain statutory worker's compensation and employer's liability insurance for all of Grantee's employees who will be engaged in the performance of work, including special coverage extensions where applicable.

c. <u>Endorsements</u>. (The following must appear on the Endorsement Page.) Additional Insured: That Parks California and the State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this Agreement are concerned. Endorsements are to be provided for the general liability and motor vehicle liability policies.

The **Waiver of Subrogation**: When work is performed on Department-owned or controlled property, the Workers' Compensation and Employers' Liability policy shall be endorsed with a waiver of subrogation endorsement in favor of the Department. This endorsement shall also be provided.

d. Grantee's Additional Responsibilities.

Grantee is responsible for any deductible or self-insured retention contained within the insurance program. Grantee shall notify ParksCA within ten (10) days of Grantee receiving a notice of cancellation or non-renewal of insurance policies required in this Agreement.

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Grantee shall ensure that all subcontractors procure insurance meeting the requirements of these provisions.

Upon ParksCA's request, Grantee shall provide copies of its Worker's Compensation and Employer's Liability Insurance.

Concurrent with the execution of this Agreement, Grantee shall provide to ParksCA evidence that the insurance required to be carried by these provisions, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefore have been paid. At ParksCA's discretion, such evidence shall be the appropriate ACORD Form (Certificate of Insurance) or a certified copy of theoriginal policy, including all endorsements.

Upon notification by ParksCA of receipt of a notice of cancellation, expiration, or any reduction in coverage, or if the insurer commences proceeding or has proceeding commenced against it, indicating the insurer is insolvent, Grantee shall provide to ParksCA evidence of replacement policy at least ten (10) working days prior to the effective date of such cancellation, expiration, or reduction in coverage.

- e. <u>Insurance Companies</u>. Insurance companies issuing any of the policies required by these provisions shall have a rating classification of "A-" or better and a financial size category rating of "vii" or better according to the latest edition of the A.M. Best Key Rating Guide. Any other rating classification requires ParksCA approval. All insurance companies issuing any of the policies required by these provisions shall be licensed to do business in the State of California.
- f. <u>Remedies</u>. Should Grantee fail to keep the insurance required to be carried by these provisions in full force and effect at all times, ParksCA may in addition to any other remedies ParksCA has, terminate this Agreement immediately and all payments due or that become due will be withheld until notice is received by ParksCA that such insurance has been restored or replaced to full force and effect and that the premiums therefore have been paid to cover a period of time satisfactory to ParksCA.
- 2. Grantee hereby warrants that it will perform all work under any this agreement in accordance with generally accepted professional practices and standards, as well as the requirements of applicable federal, state, and local laws and policies. It is understood that acceptance of Grantee's work by ParksCA shall not operate as a waiver or release.
- 3. Grantee waives all claims and recourse against ParksCA and the Department, its officers, employees and/or agents, including the right to contribution, for any and all loss, injury, death or damage to persons or property, caused by, arising out of, or in any way connected with or incident to this Agreement, or the rights or obligations herein granted or imposed, except those arising out of the sole active negligence or willful misconduct of the Department.
- 4. Grantee agrees to indemnify, defend, and save harmless ParksCA and the Department, its officers, agents, and employees from any and all claims and losses accruing or resulting to

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any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

- 5. In the event ParksCA or the Department is named as a co-defendant in any legal action related to this Agreement and served with process of such legal action, Parks CA shall immediately notify Grantee of such fact and Grantee shall represent ParksCA and the Department in such legal action as provided herein, unless ParksCA and the Department undertakes to represent itself as co-defendant in such legal action, in which event the Department shall bear its own litigation costs, expenses and attorney fees.
- 6. Grantee shall not use, circulate, or publish, without the express advance approval of Parks California and the Department, any names, logos, trademarks, brands, or copyrighted materials belonging to and/or associated with the Department (collectively, "Department IP Rights"). Further, no such use, even if approved by Parks California and the Department, shall be deemed to instill in Grantee any rights of ownership on such names, logos, trademarks, copyrights or other materials, and any rights to such use shall not, under any circumstances, continue beyond the term of this Agreement.
- 7. Any trademarks and/or copyrights belonging to Grantee, prior to the commencement of this Agreement, shall remain in Grantee's sole ownership upon termination of this Agreement.
- 8. Any new names, logos, brands, and/or trademarks developed during and/or pursuant to this Agreement by Grantee that in any way associate with, identify or implicate an affiliation with the Department and/or are funded by the Department through the Process Agreement shall be approved in writing by the Department, shall belong to the Department upon creation, subject to express written agreement otherwise, and shall continue in the Department's exclusive ownership upon termination of this Agreement. Further, all good will and other rights in said marks shall inure to the benefit of the State of California as the mark owner.
- 9. Any copyrighted materials or other works developed and created by Grantee for the Department in the performance of this Agreement, including without limitation, all drawings, designs, reports, specifications, and notes, shall be deemed to be "works for hire" under the United States Copyright Act 17 USC §101 et seq. and shall, unless otherwise agreed to in writing, belong to the Department upon creation, and continue in the Department's exclusive ownership upon termination of this Agreement. Unless otherwise agreed to in writing, Grantee agrees to assign to the Department all rights, title, and interest in and all works created pursuant to this Agreement as well as all related intellectual property rights.
- 10. Any copyrighted materials and/or trademarks developed and created by Grantee, separate and apart from this Agreement, shall belong to Grantee and shall continue in Grantee's exclusive ownership upon termination of this Agreement. In the event that any trademarks and/or copyrights are created by Grantee during the Term of this Agreement and same are proposed for use in connection with Grantee's performance under this

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Agreement, Grantee shall promptly notify Parks California and the Department in writing of its intention to retain ownership in the specific trademarks and/or copyrights.

- 11. Grantee shall not use any of the Department IP Rights on its social media pages without the express advance approval of Parks California and the Department.
- 12. If Parks California and the Department approve the use by Grantee of any Department IP Rights, Grantee shall: (a) maintain and provide to Parks California a written record of each use by Grantee of any Department IP Rights that has been approved by Parks California and the Department; and (b) use such approved Department IP Rights in accordance with the terms and conditions of this **Attachment 3** and the Project Agreement, including the Department's License/Permission for Use of Trademarks, which is attached thereto as **Exhibit C** and incorporated therein by this reference.
- 13. Upon request, Grantee will deliver to Parks California and the Department the disk or tape that contains the design files of any work that is performed with the assistance of Computer Aided Design and Drafting (CADD) technology, and shall specify the supplier of the software and hardware necessary to use said design files. Grantee will assign to the Department all rights, title, and interest in and to such materials as well as all related copyrights and other proprietary rights therein, unless otherwise agreed to in writing.
- 14. Grantee hereby represents and warrants to Parks California and the Department that it is the sole exclusive owner and has the full right, power, and authority over all tangible and intangible property deliverable to Parks California and the Department in connection with this Agreement, and that title to such materials conveyed to the Department shall be delivered free and clear of all claims, liens, charges, judgments, settlements, encumbrances, or security interests.
- 15. Grantee agrees not to incorporate into or make any deliverables dependent upon any original works of authorship or intellectual property rights of third parties without (a) obtaining the Department's prior written permission, and (b) granting to or obtaining for the Department a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license to use, reproduce, sell, modify, publicly and privately perform, publicly and privately display, and distribute, for any purpose whatsoever, any such prior works.
- 16. During the performance of this Agreement, Grantee, and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g. cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Parks California and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (af), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Parks California and its subcontractors shall give written notice of their

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Create Area arrests	¢10,000,00

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obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- 17. Grantee shall include nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
- 18. Grantee will cooperate with Parks California and the Department to execute any document reasonably necessary to give the foregoing provisions full force and effect.