

**APPROVED**

01-04-2017

**BOARD OF RECREATION  
AND PARK COMMISSIONERS**

BOARD REPORT

NO. 17-001

DATE January 04, 2017

C.D. 9

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: EXPO CENTER YOUTH ORCHESTRA - AGREEMENT BETWEEN DEPARTMENT OF RECREATION AND PARKS, THE LOS ANGELES PHILHARMONIC ASSOCIATION, THE HARMONY PROJECT, AND THE FRIENDS OF EXPO CENTER

AP Diaz	_____	V. Israel	_____
R. Barajas	_____	*K. Regan	_____
H. Fujita	_____	N. Williams	_____



General Manager

Approved ✓ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Approve a five-year Agreement (Agreement), herein included as Attachment 1, between the Department of Recreation and Parks (RAP) EXPO Center, the Los Angeles Philharmonic Association (LAPA), The Harmony Project (Harmony), and The Friends of EXPO Center (The Friends) to ratify the coordinated efforts of bringing classical music instruction and awareness to South Los Angeles;
2. Direct the Board Secretary to transmit forthwith the proposed Agreement to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series) and concurrently to the City Attorney for review and approval as to form;
3. Authorize the General Manager or Designee to execute the Agreement upon receipt of the necessary approvals; and,
4. Authorize the General Manager or Designee to make any technical changes in Agreement, as may be necessary to carry out the intent of this Report.

SUMMARY

On December 12, 2007, through Board Report No. 07-297, the Board approved a three-year Memorandum of Agreement (MOA) between RAP, LAPA, and Harmony for the implementation of the EXPO Center Youth Orchestra Los Angeles (YOLA@EXPO Center). The Friends have been added as a partner to provide financial support for the YOLA@EXPO Center After-School Enrichment and Nutrition Program.

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YOLA@EXPO Center began with forty (40) students in 2007 as the first YOLA site, and currently serves three hundred twenty (320) young people ages 6 to 17 years. YOLA@EXPO Center was inspired by the tested model of “El Sistema,” the dynamic Venezuelan youth orchestra movement that nurtured Los Angeles Philharmonic’s Music Director, Gustavo Dudamel. Part of Director Dudamel’s original interest in working with the Los Angeles Philharmonic Orchestra was being able to implement an “El Sistema” inspired program in Los Angeles. Seeking partners with the same passion and vision, the LAPA approached EXPO Center and the first Youth Orchestra Los Angeles program began.

YOLA@EXPO Center is a huge success. Participants gain the tremendous poise and confidence that comes from performing at premiere local venues including the Hollywood Bowl and Walt Disney Concert Hall, and from the life-changing and broadening impact of travel to places including Boston, New York, London, and Tokyo. Earlier this year, the YOLA@EXPO Center advanced string section performed at the 2016 Super Bowl 50 Halftime Show in Santa Clara, California. Most recently, a quintet of advanced woodwind students was invited to perform at the President’s Committee on the Arts and Humanities Gala and Dinner at the National Gallery of Art in Washington, D.C. YOLA@EXPO Center creates opportunities for achievement across social strata, instills confidence and self-worth in the participants, and introduces classical music to multiple generations of South Los Angeles families.

### FISCAL IMPACT STATEMENT

There is no Fiscal Impact to the RAP’s General Fund, except unknown savings, as the donations may offset some expenditures.

This Report was prepared by Belinda Jackson, Executive Director, EXPO Center.

### LIST OF ATTACHMENTS/EXHIBITS

- 1) Proposed Agreement between RAP, LAPA, Harmony, and The Friends

**AGREEMENT  
BETWEEN  
THE DEPARTMENT OF RECREATION AND PARKS  
AND  
THE LOS ANGELES PHILHARMONIC ASSOCIATION  
AND  
THE HARMONY PROJECT  
AND  
THE FRIENDS OF EXPO CENTER**

THIS AGREEMENT (hereinafter referred to as "AGREEMENT") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as "CITY"), acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as "BOARD"), the Los Angeles Philharmonic Association (hereinafter referred to as "LAPA"), the Harmony Project (hereinafter referred to as "Harmony"), and The Friends of EXPO Center (hereinafter referred to as "The Friends").

**WHEREAS**, the Department of Recreation and Parks (hereinafter referred to as "RAP"), LAPA, Harmony, and The Friends collectively known as "Parties" and each individually known as "Party," desire to enter into this AGREEMENT; and

**WHEREAS**, this AGREEMENT'S purpose is to memorialize a coordinated effort to bring recreational classical music instruction and awareness to the residents of the CITY, focused on students and families residing within a five (5) mile radius around the Exposition Park neighborhood and the EXPO Center (hereinafter referred to as "EXPO"), with a high value placed on diversity and inclusion; and

**WHEREAS**, all parties recognize that a recreational music program will be a benefit for youths and the overall community as studies have found that exposure to music builds character, increases cognitive skills, and raises academic performance in school;

**NOW THEREFORE**, in consideration of the premises and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties, it is agreed as follows:

**SECTION 1 - OBJECTIVES**

This AGREEMENT'S objective is to memorialize the relationship between the Parties to bring recreational formal classical music training to the underserved community surrounding EXPO; to provide a constructive after-school program as an alternative to gang membership; to provide such recreational musical training free of charge to EXPO members; to jointly seek grants to fund the arts program; and to supplement and support RAP staff at EXPO in meeting objectives for recreational, educational and cultural programming.

In accordance with the aforementioned objectives all Parties will:

- A. Jointly develop, implement, and operate a recreational classical music program for EXPO members, from elementary school through high school, to learn classical music

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fundamentals with El Sistema-inspired principles, allowing an atmosphere for creative freedom through the use of these fundamentals;

- B. Involve at-risk inner-City youths in an engaging, classical music program that will enable creative and constructive expression.

## **SECTION 2 - TERM**

The AGREEMENT's TERM shall become effective on the date of execution by all parties and shall remain in effect for five (5) years from the date of execution unless amended or extended by mutually written agreement of all parties.

Any party may terminate its own participation in this AGREEMENT in the event of a material breach as set forth in Termination of Agreement (Section 6) below with each party retaining sole and complete ownership of the materials, supplies, instruments, and other proprietary property provided by and/or created for this AGREEMENT. Any remaining parties to this AGREEMENT may propose to assume the responsibilities of the terminated party by formal, written amendment executed by the remaining party or parties.

## **SECTION 3 - OBLIGATION OF PARTIES**

### **A. RAP shall:**

- i. Provide use of facility space at EXPO for program use as follows: Monday through Friday, 4:00 P.M. – 8:15 P.M., and Saturday 9:00 A.M. – 4:00 P.M. in rooms/areas as determined by RAP staff based on availability for program(s) that serves three hundred twenty (320) students to engage in at least 7 hours of programming each week (See Exhibit A – Sample Class Schedule).
- ii. Provide RAP staff to assist in monitoring program activities (See Section 5);
- iii. Promote youth participation in the EXPO Center-Youth Orchestra Los Angeles program, also known as YOLA@EXPO Center, (hereinafter referred to as "ECYO-YOLA" for the purposes of this document);
- iv. Provide fingerprinting/livescan clearance services for ECYO-YOLA instructors, employees and volunteers of Harmony and the LAPA at no cost.

### **B. LAPA shall:**

- i. Advise the LAPA Board, staff, instructors, consultants, and sponsors of this AGREEMENT;
- ii. Design, promote, implement, and market ECYO-YOLA in conjunction with Harmony;
- iii. Schedule and bring visiting musicians (defined as professionals in their field) to ECYO-YOLA to enhance the quality of music instruction;
- iv. Evaluate and assess the program to achieve desired programmatic outcomes.

- v. Provide musical instruments for the music classes and workshops at EXPO.
- vi. Ensure all instructors, staff and volunteers have been cleared through the RAP fingerprinting/livescan system.

C. Harmony shall:

- i. Provide instruction on the fundamentals, techniques, and history of classical music;
- ii. Provide an engaging classical music program for at-risk and underserved youths in conjunction with LAPA;
- iii. Provide recreational music instructors to teach music classes and workshops at EXPO;
- iv. Provide necessary supplies for the music classes and workshops at EXPO;
- v. Provide support and guidance for the performances and recitals to be held at EXPO by participants in ECYO-YOLA;
- vi. Ensure all instructors, staff and volunteers have been cleared through the RAP fingerprinting/livescan system.

D. The Friends shall:

- i. Pursue grant opportunities to raise funds specifically for ECYO-YOLA;
- ii. Assist EXPO staff as requested by RAP for support of ECYO-YOLA.
- iii. Ensure all staff and volunteers have been cleared through the RAP fingerprinting/livescan system.

E. All Parties Agree:

- i. LAPA, Harmony and The Friends will provide all necessary resources, including, but not limited to staff and/or volunteers to organize and implement ECYO-YOLA;
  - ii. Any stipends and/or honoraria greater than received in conjunction with ECYO-YOLA for special performances requested by outside entities must be shared to support each partner's costs associated with ECYO-YOLA;
  - iii. All LAPA, Harmony and The Friends staff members, volunteers, and/or employees will be fingerprinted by RAP through livescan and subject to RAP policies. RAP reserves the right to refuse participation by any prospective employee from LAPA, Harmony, The Friends, or any other volunteer or staff person, and may dismiss any employee from LAPA, Harmony, The Friends, or other volunteer or staff person from EXPO if such employee engages in any action(s) that RAP believes would be harmful to the program or program participants.
  - iv. The names of the program shall be "EXPO Center-Youth Orchestra Los Angeles" or "YOLA@EXPO Center," and must be used by all parties and on all printed and audio
- DEPARTMENT OF RECREATION AND PARKS / THE LOS ANGELES PHILHARMONIC ASSOCIATION / THE HARMONY PROJECT / THE FRIENDS OF EXPO CENTER

materials, to include fundraising, marketing, media outlets and special performances, and shall not be modified by the partners. If any Party ceases to be a party to this AGREEMENT, that Party may no longer use the names "EXPO Center Youth Orchestra Los Angeles" or "YOLA@EXPO Center." Upon termination of this AGREEMENT, the names "EXPO Center -Youth Orchestra Los Angeles" or "YOLA@EXPO Center" become the exclusive intellectual property of CITY, which shall hold all rights to these names.

- v. As the CITY and EXPO have responsibility to provide supportive program services (After School Enrichment, Sports, Camp programs) for ECYO-YOLA participants, LAPA, Harmony and The Friends of EXPO Center must have clear communication with the CITY in order to assure coordinated efforts.

#### **SECTION 4 – FUNDRAISING**

All parties share the intent to assure that sufficient funds are raised for each party's financial responsibilities for the implementation of ECYO-YOLA, and agree to communicate, share information and support fundraising efforts in support of ECYO-YOLA. Where YOLA@EXPO musicians are part of a partner organization's fundraising activity, it is an expected courtesy to share that information with partners.

#### **SECTION 5– COST RECOVERY:**

- A. Harmony agrees to pay for staffing costs (direct and indirect), at the prevailing rate, associated with RAP providing staff to monitor program activities in accordance with Section 3(A)(ii).
- B. Harmony shall provide reimbursement to RAP within thirty (30) days of the date RAP provides them with an invoice for amounts due.
- C. Such payments shall be in the form of a check, money order, or cashier's check; and made payable to "The City of Los Angeles".
- D. All payments shall be mailed to:

City of Los Angeles Department of Recreation and Parks  
EXPO Center (MS 776)  
3980 Bill Robertson Lane  
Los Angeles, CA 90037

#### **SECTION 6 - TERMINATION OF AGREEMENT:**

- A. Termination for Breach of Agreement
  - i. If any party fails to perform any of the material provisions of this AGREEMENT, any of the non-breaching parties may give said breaching party written notice of such material default. If the breaching party fails to cure such default within thirty (30) days of the receipt of notice, then the non-breaching party or parties shall have the right to either continue or discontinue the program (subject to a separate written

- agreement between such parties). In addition, all other rights and remedies are reserved by the non-breaching party or parties.
- ii. If a federal or state proceeding for relief of debtors is undertaken by or against any party, or if any party makes an assignment for the benefit of creditors, then the non-breaching parties shall have the right to either continue or discontinue the program (subject to a separate written agreement between such Parties).
  - iii. If any party engages in any dishonest conduct related to the performance or administration of this AGREEMENT or violates any federal, state, or municipal law, statute, or ordinance, then the non-breaching Parties shall have the right to either continue or discontinue the program (subject to a separate written agreement between such parties).
  - iv. The rights and remedies of the party or parties provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law and/or under this AGREEMENT.

### **SECTION 7 - INSURANCE**

LAPA and Harmony agree to maintain insurance and additionally insure the City of Los Angeles as a named insured for coverage specified on the City Form, attached and incorporated herein by reference as Exhibit B. LAPA and Harmony shall submit said insurance prior to the performance of any activity in conjunction with this AGREEMENT.

### **SECTION 8 - INDEMNIFICATION**

LAPA agrees to defend, indemnify and hold harmless CITY, Harmony and The Friends and any and all of their respective Officers, Directors, Agents, Employees, Representatives and Contractors, from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, reasonable attorney's fees and court costs, damage or liability of any nature whatsoever, for death or injury to any person, of third parties, to the extent such is directly caused by the negligence and/or willful misconduct of LAPA in the performance of this AGREEMENT.

Harmony agrees to defend, indemnify and hold harmless CITY, LAPA and The Friends and any and all of their respective Officers, Directors, Agents, Employees, Representatives and Contractors, from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, reasonable attorney's fees and court costs, damage or liability of any nature whatsoever, for death or injury to any person, of third parties, to the extent such is directly caused by the negligence and/or willful misconduct of Harmony in the performance of this AGREEMENT.

The Friends agrees to defend, indemnify and hold harmless CITY, Harmony and LAPA and any and all of their respective Officers, Directors, Agents, Employees, Representatives and Contractors, from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, reasonable attorney's fees and court costs, damage or liability of any nature whatsoever, for death or injury to any person, of third parties, to the extent such is directly caused by the negligence and/or willful misconduct of The Friends in the performance of this AGREEMENT.

In no event shall LAPA, Harmony or The Friends be held liable for the acts, omissions or the breach of this AGREEMENT by CITY.

### **SECTION 9 - AMENDMENTS TO AGREEMENT**

DEPARTMENT OF RECREATION AND PARKS / THE LOS ANGELES PHILHARMONIC  
ASSOCIATION / THE HARMONY PROJECT / THE FRIENDS OF EXPO CENTER

This AGREEMENT may only be modified by formal written amendment fully executed by all Parties.

**SECTION 10 - AUTHORIZED REPRESENTATIVES AND NOTICES**

All Parties agree that written notices to each Party shall be addressed to the authorized representatives as stated below. All such notices may either be delivered personally or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by registered or certified mail. Service in such manner by registered or certified mail shall be effective upon receipt. All Parties agree to provide the other Parties with written notice of any address change or change of authorized representative within thirty (30) days of the occurrence of said change.

The Authorized Representative for CITY/ RAP shall be:

Michael A. Shull, General Manager  
Department of Recreation and Parks  
P.O. Box 86328  
Los Angeles, CA 90086-0328

The Authorized Representative for LAPA shall be:

Gail Samuel, Executive Director  
Los Angeles Philharmonic Association  
151 South Grand Avenue  
Los Angeles, CA 90012-3034

The Authorized Representative for Harmony shall be:

Myka Miller, Executive Director  
The Harmony Project  
817 Vine Street, Suite 204  
Los Angeles, CA 90038

The Authorized Representative for The Friends shall be:

Stephanie Wells, Executive Director  
The Friends of EXPO Center  
3980 Bill Robertson Lane, Suite 203  
Los Angeles, CA 90037

**SECTION 11 – RELATIONSHIP OF THE PARTIES**

Notwithstanding anything contained herein to the contrary, the Parties are and will be at all times acting and performing as independent contractors. Subject to the terms and conditions of this AGREEMENT, neither Party shall have nor exercise any control or discretion over the means by which the other Party shall perform such services, work, duties, and obligations. It is not the Parties' intent and nothing herein shall be construed to create between CITY, Harmony, LAPA and The Friends the relationship of employer/employee, partners, agency, or joint ventures. The Parties understand and agree that neither Party is entitled to receive any employment compensation, commissions, or benefits under this AGREEMENT from any of the other Parties. In no event will either Party be held jointly and severally liable for the obligations and/or liabilities of the other Parties.

**SECTION 11 – NON-ASSIGNMENT**

CITY may terminate this AGREEMENT if any of the Parties assigns or attempts to assign this AGREEMENT or any rights herein without the CITY's explicit written prior consent.

**SECTION 12 - AGREEMENT CONTAINS ENTIRE AGREEMENT**

The provisions of the AGREEMENT contain the entire agreement between the parties hereto and said AGREEMENT may not be changed or modified in any manner except by written amendment fully executed by the Parties. This AGREEMENT and incorporated documents represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following Exhibits are attached to and made part of this AGREEMENT by reference:

- Exhibit A - Sample Class Schedule
- Exhibit B - Insurance Form and Instructions
- Exhibit C - Standard Provisions for City Contracts (3/09)

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

*(Signature Page to Follow)*

**IN WITNESS WHEREOF**, THE CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS, acting by and through its Board of Recreation and Parks Commission has caused this AGREEMENT to be executed on its behalf, and the LOS ANGELES PHILHARMONIC ASSOCIATION, the HARMONY PROJECT and THE FRIENDS OF EXPO CENTER have executed the same as of the day and year herein below written.

**THE CITY OF LOS ANGELES**, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners:

BY: \_\_\_\_\_  
MICHAEL A. SHULL, General Manager

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
ARMANDO X. BENCOMO, Secretary

DATE: \_\_\_\_\_

**THE LOS ANGELES PHILHARMONIC ASSOCIATION:**

BY: \_\_\_\_\_  
GAIL SAMUEL, Executive Director

DATE: \_\_\_\_\_

**THE HARMONY PROJECT:**

BY: \_\_\_\_\_  
SUSAN PLUTSKY, Board Chair

DATE: \_\_\_\_\_

**THE FRIENDS OF EXPO CENTER:**

BY: \_\_\_\_\_  
STEPHANIE WELLS, Executive Director

DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**  
MICHAEL N. FEUER, City Attorney

BY: \_\_\_\_\_  
STREFAN FAUBLE  
Deputy City Attorney III

DATE: \_\_\_\_\_

MONDAYS										
	SC Lounge	SC 202	SC 203	SC 204	SC Café	Preschool				
4-5 PM		Musicianship (Cosima)		EYE Viola B (Mike)	Musicianship (Alex)					
5-6 PM	EYE Viola (Mike)	EYE Cello (Ameena)	EYE Violin (Cosima)	EYE Violin (Blanca)	Beg. Violin (Melinda)					
6-7 PM	ECYO Viola (Mike)	ECYO Cello (Ameena)	ECYO Violin (Melinda)	ECYO Violin (Blanca)	ECYO Violin (Cosima)	EYE/ECYO Bass (Stephen)				
7-8 PM	ESO Viola (Mike)	ESO Cello (Ameena)	ESO Violin (Melinda)	ESO Violin (Blanca)	ESO Violin (Cosima)	ESO Bass (Stephen)				
TUESDAYS										
	SC 203	SC 202	SC 204	Lounge	Preschool	SC Café				
4-5 PM	Beg. Trumpet (David)	Beg. Clarinet (Jonathan)	EYE Oboe (April)	Beg. Trombone (Erin)		EYE Flute B (Amy)				
5-6 PM	EYE Brass (David, Erin)	EYE Clarinet C (Jonathan)	ECYO/ESO Oboe (April)	EYE Bassoon (Alex)		EYE Flute A (Amy)				
6-7 PM	EYE Perc (Jessica)	ECYO Clarinet (Jonathan)	ECYO Bassoon (Alex)	ECYO High Brass (David)	ECYO Low Brass (Erin)	ECYO Flute (Amy)				
7-8 PM	ECYO/ESO Perc (Jessica)	ESO Clarinet (Jonathan)	ESO Bassoon (Alex)	ESO High Brass (David)	ESO Low Brass (Erin)	ESO Flute (Amy)				
WEDNESDAYS										
	SC Lounge	SC 209	MPR	Comrie Hall	SC 204	SC 202	Preschool	SC Café		
4-5p										
5:15-6:15p				EYE Full		String Quartet 5-6p (Kathrine)			Wind Quintet 5-6p (Alex)	
6:15-7:15p	ESO Brass	ESO Winds	ESO Low Strings	ECYO Full						
7:15-8:15p	ECYO Brass	ECYO Winds	ECYO Low Strings	ESO Full						
THURSDAYS										
	SC Lounge	SC 202	SC 203	SC 204	SC Café	Preschool				
4-5 PM		Musicianship (Cosima)		EYE Viola B (Mike)	Musicianship (Alex)					
5-6 PM	EYE Viola (Mike)	EYE Violin (Cosima)	Beg. Violin (Melinda)	EYE Violin (Blanca)	EYE Cello (Ameena)					
6-7 PM	ECYO Viola (Mike)	ECYO Violin (Cosima)	ECYO Violin (Blanca)	ECYO Violin (Melinda)	ECYO Cello (Ameena)	EYE/ECYO Bass (Stephen)				
7-8 PM	ESO Viola (Mike)	ESO Violin (Cosima)	ESO Violin (Blanca)	ESO Violin (Melinda)	ESO Cello (Ameena)	ESO Bass (Stephen)				
FRIDAYS										
	SC Lounge	SC 202	SC 204	SC 203	Parsons MPR	SC Café				
4-5 PM	Beg. Trombone (Erin)	Beg. Clarinet (Jonathan)	Beg. Horn (Jackie)	Beg. Trumpet (David)		EYE Flute B (Amy)				
5-6 PM	EYE Trombone (Erin)	EYE Clarinet C (Jonathan)	EYE Horn (Jackie)	EYE Trumpet A (David)		EYE Flute A (Amy)				
6-7 PM	ECYO Trumpet (David)	ECYO Clarinet (Jonathan)	ECYO Horn (Jackie)	EYE Perc (Jessica)	ECYO Low Brass (Erin)	ECYO Flute (Amy)				
7-8 PM	ESO Trumpet (David)	ESO Clarinet (Jonathan)	ESO Horn (Jackie)	ECYO/ESO Perc (Jessica)	ESO Low Brass (Erin)	ESO Flute (Amy)				
SATURDAY example (changes weekly)										
	Comrie Hall	MPR	Preschool	SC Café	SC 202	SC 203	SC 204	SC Lounge		
9-10:20a	EYE FULL	XXXX	ECYO Sectional	ECYO Sectional	ECYO Sectional	Bassoon	Oboe		SC Lounge	
10:20-10:40a			Snack Break 10:20-10:40a							
10:40a-12p	ECYO FULL	XXXX	EYE Sectional	EYE Sectional	EYE Sectional	Bassoon			EYE Sectional	
12-12:30p			Lunch Break 12-12:30p							
12:30-4p	ESO FULL (and/or ESO sectionals as needed)	ESO Sectionals as needed	ESO Sectionals as needed							



# CERTIFICATE OF LIABILITY INSURANCE

**EXHIBIT B**

DATE (MM/DD/YYYY)

5/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. LIC # 0726293 505 N Brand Blvd, Suite 600 Glendale CA 91203		<b>CONTACT NAME:</b> Mei Chan <b>PHONE (A/C, No, Ext):</b> 818-539-8628 <b>E-MAIL ADDRESS:</b> mei_chan@ajg.com <b>FAX (A/C, No):</b> 818-539-8728	
<b>INSURED</b> Harmony Project 817 N. Vine Street, Ste 204 Los Angeles, CA 90038		<b>CERTIFICATE NUMBER:</b> HARMPRO-01	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Nonprofits' Insurance Alliance of C	
		<b>INSURER B:</b> New York Marine And General Insuran	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER: 615114240** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Soc.Ser.Prof Lia <input checked="" type="checkbox"/> Sexual Abuse GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			201514779NPO	12/17/2015	12/17/2016	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$20,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
							Prof Liab/Abuse	\$1,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			201514779NPO	12/17/2015	12/17/2016	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC20160008525	3/1/2016	3/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	N/A \$1,000,000 \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage

**CERTIFICATE HOLDER****CANCELLATION**

EXPO Center  
 3980 Bill Robertson Lane  
 Los Angeles CA 90037

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## CITY OF LOS ANGELES

**INSTRUCTIONS AND INFORMATION  
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker)

**1. Agreement/Reference** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.

**2. When to submit** Normally, no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.

**3. Acceptable Evidence and Approval** Electronic submission is the best method of submitting your documents. **Track4LA®** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. **Track4LA®** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA®** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California may be accepted, however ***submissions other than through Track4LA® will significantly delay the insurance approval process as documents will have to be manually processed.*** All Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to [CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org).

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers' Compensation Law.
- Professional Liability insurance.

Verification of approved insurance and bonds may be obtained by checking **Track4LA®**, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

**4. Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **Track4LA®** at <http://track4la.lacity.org>.

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at ([www.2sparta.com](http://www.2sparta.com)), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property Insurance** is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.