

BOARD REPORT

PG. 2 NO. 17-220

7. Authorize RAP Planning, Maintenance and Construction Branch staff to, upon approval of the Agreement, to issue a right of entry (ROE) permit to its contractors, allowing access to Lafayette Park to construct and install the improvements in accordance with the terms and conditions of the proposed Agreement;
8. Authorize staff to recognize the efforts of the family who led fundraising efforts resulting in the many donations from the community comprising the contribution to the LAPF, through the installation of a plaque naming the new playground the "Lionel Murray Playground", in memory of the Murray family's deceased child, in accordance with the Department of Recreation and Parks Sponsorship Recognition Policy; and,
9. Upon completion of the improvements, accept them as a gift to the City of Los Angeles, subject to post-development inspections by RAP.

SUMMARY

Lafayette Park (Park) is located at 625 South Lafayette Park Place, Los Angeles, California 90057, and is in need of a new playground to replace the existing playground. LAPF has received multiple donations from the local community amounting to Two Hundred Ten Thousand Dollars (\$210,000.00), for the installation of a new playground at the Park. The playground will be primarily for the use and enjoyment of children up to five (5) years of age.

Pacific Park & Playground/Little Tikes, the contractor chosen by RAP, will construct and/or install the proposed improvements pursuant to designs and specifications approved by RAP Planning, Maintenance, and Construction Branch (PMC). The project is anticipated to be completed in the fall of 2017. The new playground equipment will be purchased from, and installed by, existing vendors and on-call contractors already under contract with RAP, respectively. The project will be managed by PMC pursuant to plans and specifications prepared and approved by RAP, and the LAPF as fiscal recipient of the donations will pay the vendors and contractors under direction and guidance from PMC. The LAPF will then donate the improvements to RAP as a gift to the City, in accordance with the terms and conditions of the proposed gift agreement attached to this Board report.

This report and proposed gift agreement provide for the Board's acceptance of the donated improvements as a gift to the City, estimated in value up to approximately Two Hundred Ten Thousand Dollars (\$210,000.00), subject to the completion of post-development inspections by PMC staff.

There will be a plaque placed on the fence of the small children's playground naming the playground the Lionel Murray Playground, in memory of a child who passed away recently. The family of Lionel Murray led the funding campaign that resulted in the many donations from the community.

BOARD REPORT

PG. 3 NO. 17-220

ENVIRONMENTAL IMPACT STATEMENT

The proposed project involves the acceptance of a donation to replace an existing playground with new equipment in an existing park. RAP staff recommends that the Board determine that the project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 11 (3) (placement of minor structures) of the City CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk upon approval by the Board.

FISCAL IMPACT STATEMENT:

The installation of the proposed Improvements will not have any fiscal impact on RAP's General Fund, as associated costs will be funded entirely by LAPF through donations received from the community.

This Report was prepared by Joel Alvarez, Senior Management Analyst II, and Raymond Chang, Management Analyst, Partnership Division.

LIST OF ATTACHMENTS

- 1) Proposed Agreement

**AGREEMENT
BETWEEN CITY OF LOS ANGELES
AND
LOS ANGELES PARKS FOUNDATION
FOR THE INSTALLATION OF A NEW PLAYGROUND
AT
LAFAYETTE PARK**

This AGREEMENT ("AGREEMENT") is entered into this ___ day of _____ 20___, ("EFFECTIVE DATE"), by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (collectively, "CITY"), and the Los Angeles Parks Foundation ("LAPF"), a California 501(c)(3) non-profit corporation. CITY and LAPF may be referred to herein individually as "PARTY" and/or collectively as "PARTIES."

WHEREAS, CITY, through its Department of Recreation and Parks ("RAP"), owns and operates real property commonly referred to as Lafayette Park ("PARK"), located at 625 South Lafayette Park Place, Los Angeles, California 90057; and,

WHEREAS, CITY desires to have various improvements constructed and/or installed at the PARK, generally consisting of the purchase and installation of new playground equipment to replace existing play equipment in need of upgrade (collectively referred to as "IMPROVEMENTS"), for the benefit and enjoyment of children up to five years of age, pursuant to plans and specifications ("PLANS") approved by RAP's Planning, Maintenance and Construction Branch ("PMC") in accordance with the terms and conditions of this AGREEMENT; and,

WHEREAS, LAPF has received multiple donations from various donors ("DONORS"), in the amount of Two Hundred Ten Thousand Dollars (\$210,000.00), to fund the proposed IMPROVEMENTS valued up to Two Hundred Ten Thousand Dollars (\$210,000.00); and,

WHEREAS, RAP has agreed to enter into contracts with licensed contractors and vendors (collectively "CONTRACTORS") for the construction of the IMPROVEMENTS ("PROJECT"), at no cost to the CITY, pursuant to the PLANS approved by PMC; and,

WHEREAS, LAPF has agreed to pay such CONTRACTORS under guidance and direction from PMC, and donate the completed IMPROVEMENTS as a gift to the CITY ("GIFT"), in accordance with the terms and conditions of this AGREEMENT; and,

WHEREAS, CITY wishes to accept this GIFT upon completion of the IMPROVEMENTS, subject to PMC's performance of a post-development inspection to ensure that the PROJECT was performed in accordance with approved PLANS.

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

1. Pursuant to this AGREEMENT, LAPF hereby agrees to donate the GIFT to CITY, and CITY hereby agrees to accept such GIFT through its Board of Recreation and Parks Commissioners ("BOARD") at their meeting held on Date (Report No., 17-XXX)

2. **PARTIES:**

LAPF: Los Angeles Parks Foundation
 Nursery House
 2650 North Commonwealth Avenue
 Los Angeles, CA 90027

CITY: City of Los Angeles
 Department of Recreation and Parks
 221 North Figueroa Street, Suite 350
 Los Angeles, CA 90012

3. **FUNDING:**

Prior to the commencement of any construction activities associated with the PROJECT, LAPF shall confirm to RAP in writing that all necessary funding to ensure the completion of the IMPROVEMENTS has been received by LAPF from DONORS. It is understood that LAPF has been awarded funding in the total amount of Two Hundred Ten Thousand Dollars (\$210,000.00) for purposes of completing the IMPROVEMENTS described herein, valued up to approximately Two Hundred Ten Thousand Dollars (\$210,000.00).

The funding described above shall be used for the GIFT as follows:

- o Purchase of playground components; and,
- o Installation of new playground to replace the old one;

4. **TERM AND TERMINATION:**

A. The term of this AGREEMENT ("TERM") shall commence upon the date of execution of this AGREEMENT ("EFFECTIVE DATE"). Except for the continuing obligations of CITY set forth in this AGREEMENT, and unless otherwise terminated pursuant to the terms and conditions contained herein, this AGREEMENT shall expire one (1) year from the EFFECTIVE DATE or upon completion of the PROJECT, whichever occurs first. Any amendment, extension, or modification to this AGREEMENT shall be executed pursuant to prior approvals by the BOARD and City Attorney.

B. LAPF may terminate this AGREEMENT, in their sole discretion, immediately upon written notice to CITY, and shall not be liable to CITY for any reason for terminating this AGREEMENT if:

1. CITY uses, or authorizes use of the PLANS or IMPROVEMENTS in any way not authorized under this AGREEMENT;
2. Construction/installation of IMPROVEMENTS has not begun within six (6) months from the EFFECTIVE DATE due to delays caused directly by CITY;
3. The land upon which IMPROVEMENTS are to be located is no longer owned or leased by CITY;
4. The IMPROVEMENTS cease to be operated by CITY, or CITY changes the use of the IMPROVEMENTS from their original intended use or CITY changes or restricts public access to the IMPROVEMENTS or charges a fee for use of the IMPROVEMENTS except as provided for in this AGREEMENT;
5. In the LAPF's sole opinion, IMPROVEMENTS or the activities held thereon, are determined to be harmful, degrading or diluting to the reputation of the LAPF, the LAPF name, or that of their affiliates;
6. LAPF, prior to the commencement of construction/installation of the IMPROVEMENTS, is unable to obtain all funding required to pay for the completion of the IMPROVEMENTS due to unanticipated change orders or occurrences increasing PROJECT costs beyond available funding; or,
7. CITY materially breaches any term or condition of this AGREEMENT.

C. This AGREEMENT shall be terminated if either PARTY ceases to conduct its business or shall make any involuntary assignment of either its assets or its business for the benefit of creditors; or if a trustee or receiver is appointed to administer or conduct the party's business affairs; or, if any insolvency proceedings are conducted against a PARTY and are not terminated or dismissed within forty (40) days, then the other party may terminate this AGREEMENT with immediate effect upon written notice to such PARTY.

5. DEVELOPMENT OF IMPROVEMENTS:

Subject to the termination and other provisions set forth in this AGREEMENT, LAPF agrees to pay all CONTRACTORS directly, as required for the completion of the IMPROVEMENTS.

A. Design and Location:

1. CITY shall prepare or cause to be prepared, and provide the design(s) for the IMPROVEMENTS ("PLANS").
2. IMPROVEMENTS shall be constructed on CITY owned property within the PARK, pursuant to the PLANS provided by PMC, in accordance with the schematic or rendering of IMPROVEMENTS attached hereto and incorporated herein by reference as Exhibit A.

B. Construction:

1. LAPF shall pay all costs for the removal of the old playground and construction of IMPROVEMENTS, pursuant to PLANS provided by RAP.
2. RAP shall be the lead agency with respect to construction activities and shall oversee the construction of IMPROVEMENTS, including the completion of environmental clearances and any other permit required by law. All costs and filing of documents required for obtaining said clearances, approvals and authorizations shall be borne by RAP through funding secured by LAPF from DONOR.

6. POST-CONSTRUCTION:

- A. Upon completion of IMPROVEMENTS, RAP shall conduct a Post-Development Inspection to ensure that the IMPROVEMENTS have been performed pursuant to the approved PLANS, and in compliance with the terms and conditions of this AGREEMENT.
- B. Following RAP's approval and/or acceptance of the completed IMPROVEMENTS, as confirmed in writing by the RAP General Manager or designee, and subsequent opening of the IMPROVEMENTS to the public, LAPF shall have no involvement with the use, operation, maintenance, landscaping, repair, insurance, or modifications of IMPROVEMENTS.
- C. It is understood by PARTIES that the IMPROVEMENTS shall generally be open to the public free of charge, subject to local rules, regulations, ordinances, and laws which may include provisions related to hours of operation, age limits, acknowledgement of risk by users of IMPROVEMENTS, and the prohibition of alcohol and illegal drugs.
- D. It is also understood by PARTIES that there shall generally be no limit to the use of the IMPROVEMENTS to any select group of persons; however, CITY may issue permit(s) for the use of IMPROVEMENTS by members of a group or organization for limited periods of time.

7. PUBLICITY:

- A. PARTIES shall acknowledge each other, and the DONOR, as co-contributors of the IMPROVEMENTS in written material(s), news releases, and related marketing or publicity materials, including but not limited to, an initial press conference and/or dedication ceremony;
- B. PARTIES agree to assist and cooperate in a mutually acceptable grand-opening and/or dedication event at the IMPROVEMENTS, if determined to be necessary and appropriate;
- C. PARTIES also shall have the right to publicize, show photographs of, use the name of, and otherwise promote their respective contributions to the IMPROVEMENTS, including that of the DONOR, subject to the terms and conditions of this AGREEMENT;
- D. CITY and LAPF acknowledges that each of the PARTIES' names, including the DONOR, and other intellectual property of CITY, LAPF and DONOR, have substantial goodwill. Therefore, CITY further acknowledges and agrees that all use of the LAPF name, and that of the DONOR, shall inure to the sole and exclusive benefit of LAPF, DONOR, and CITY, in accordance with the terms and conditions set forth in this AGREEMENT. Additionally, LAPF further acknowledges and agrees that all use of the CITY name pursuant to this AGREEMENT shall inure to the sole and exclusive benefit of CITY, and LAPF agrees that LAPF and DONOR shall use the CITY name solely in accordance with the terms and conditions set forth in this AGREEMENT.
- E. PARTIES agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of the GIFT, the IMPROVEMENTS, and/or this AGREEMENT; and the use or promotion of IMPROVEMENTS; except as may be legally required by applicable laws, regulations, or judicial order.
 - (i) PARTIES agree to notify each other in writing of any press release, public announcement, marketing or promotion of the IMPROVEMENTS. Further, any press release, public announcement, marketing materials, or brochures prepared by any of the PARTIES, shall appropriately acknowledge the contributions of all the PARTIES;
 - (ii) To the extent stipulated in any grant agreement, partnership agreement, donation agreement, or other agreement, PARTIES shall duly notify any grantors, donors, partners or other party, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement or other funding

source, and shall provide the opportunity for attendance and participation by grantor, donor, partner, or other respective representatives;

- (iii) PARTIES shall coordinate the scheduling and organization of any public or media event in connection with the PROJECT to provide the opportunity for attendance and participation by officials and/or representatives of CITY and LAPF; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or LAPF, in whole or in part, in connection with the PROJECT, shall contain any acknowledgements required under any related grant agreement, partnership agreement, donation agreement or other agreement or funding source; and
- (iv) LAPF agrees that any public release or distribution of information related to IMPROVEMENTS, this AGREEMENT, and/or any related project, programs or services, shall include the following statement at the beginning or introduction of such release:

"In collaboration with the City of Los Angeles
Department of Recreation and Parks,"

8. USE OF MARKS:

Notwithstanding any provision herein, neither PARTY shall use the other's trademarks, trade-names or logos (each, a "Mark") without the prior written approval of the other. Each Mark shall remain the sole and exclusive intellectual property of the respective PARTY.

9. NAME AND SIGNAGE:

- A. At the sole discretion of CITY, IMPROVEMENTS shall be officially named the "Lionel Murray Playground", as requested by LAPF and approved by the BOARD in accordance with RAP policy.
- B. DONOR shall be recognized for their generosity through appropriate signage at the IMPROVEMENTS in the form of a plaque acknowledging the GIFT, and conceptually conveying the following message mutually approved by PARTIES and the BOARD in accordance with RAP Policy:

LIONEL MURRAY PLAYGROUND
The City of Los Angeles Department of Recreation and Parks
thanks and acknowledges family and friends
for their generosity in remembrance of
Lionel James Murray

- C. LAPF shall have the right (but not the obligation) to place and remove its own logo(s) and/or trademark(s) on or around the IMPROVEMENTS, subject to the prior approval of CITY and pursuant to RAP policy and procedures.
- D. CITY shall maintain the right to use the IMPROVEMENTS name in conducting RAP operations and events. For purposes of clarification, CITY shall have no right to use the LAPF or DONOR name in any manner that suggests LAPF is a sponsor or co-sponsor of any daily operations or events at the IMPROVEMENTS to which they are not affiliated or sponsoring. No other company, entity or individual's name shall be used in connection with IMPROVEMENTS during the TERM, without RAP's prior written approval.

10. REPRESENTATIONS AND WARRANTIES:

- A. LAPF represents and warrants that it has the right and power to enter into and perform this AGREEMENT, and to grant the rights granted herein.
- B. CITY represents and warrants that it has the right and power to enter into and perform this AGREEMENT, and that it will comply with all applicable rules, regulations, ordinances and laws related to the use and operation of IMPROVEMENTS and the PARK.

11. INDEMNIFICATION:

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, LAPF undertake(s) and agree(s) to defend, indemnify and hold harmless the CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including LAPF employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by LAPF or its subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY.

12. INSURANCE:

A. Insurance by LAPF

LAPF shall be insured as a requirement of this AGREEMENT in the amount coverage(s) specified on Form 146R attached hereto as Exhibit B, and shall additionally insure the City of Los Angeles for the same coverage amounts. LAPF shall maintain during the term of this AGREEMENT evidence of insurance acceptable to City Administrative Officer, Risk Management, prior to LAPF and/or their CONTRACTORS' performance of this AGREEMENT.

B. City Self-Insurance Program

The CITY of Los Angeles is permissively self-insured for Workers' Compensation under California law. LA CITY self-administers, defends, settles and pays third party claims for injury, death or property damage. Protection under this program is warranted to meet or exceed five million dollars per occurrence.

13. BOOKS AND RECORDS:

LAPF and CITY shall maintain records, including records of financial transactions, pertaining to the performance of this AGREEMENT, in their original form, in accordance with requirements prescribed by CITY and LAPF. These records shall be retained for a period of lesser of three years after termination of this AGREEMENT or ten (10) years from the date of the record.

Said records shall be subject to examination and audit by authorized CITY or LAPF personnel or by their representative(s) at any time during the TERM of this AGREEMENT, or within the three (3) years following the termination date of this AGREEMENT, upon five (5) business days advance written notice from the examining Party.

14. GENERAL:

A. Entire Agreement. This AGREEMENT sets forth the entire understanding of the PARTIES hereto, with respect to the subject matter hereof. Except as otherwise expressly set forth in this AGREEMENT, there are no other representations, understandings, or agreements between the PARTIES relative to such subject matter. Any variation or amendment to this AGREEMENT shall be in writing and signed by all PARTIES.

B. Relationship of Parties. PARTIES agree that no other party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other party,

except as expressly provided herein. CITY and LAPF are independent contractors.

- C. No Joint Venture. Nothing herein contained shall be construed to place the parties to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. LAPF shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will LAPF represent themselves to be agent(s) of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in LAPF the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.
- D. Governance. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California, without regard to its principles of conflicts of law. PARTIES consent to the sole and exclusive jurisdiction and venue in the Federal or State courts in Los Angeles County, California, and agree that all disputes based on or arising out of this AGREEMENT shall only be submitted to and determined by said courts, which shall have sole and exclusive jurisdiction.
- E. Notices. Any notices permitted or required to be given under this AGREEMENT shall be sent by courier and addressed to the PARTIES as follows:
- CITY: City of Los Angeles
Department of Recreation and Parks
Attn: Partnership Division
221 N. Figueroa Street, Suite 180
Los Angeles, CA 90012
- LAPF: Los Angeles Parks Foundation
Attn: Judith Kieffer, Executive Director
Nursery House
2650 North Commonwealth Avenue
Los Angeles, CA 90027
- F. Notices shall be deemed received when delivered by courier. PARTIES may change the person and address to which notice shall be given by giving notice of such change pursuant to the provisions of this AGREEMENT.
- G. No right, obligation, duty, benefit or promise of this Agreement, or any portion thereof, may be assigned by either party without the express written consent of the other party; provided that the LAPF may assign to an affiliate with prior written consent by CITY.

- H. CITY's use of IMPROVEMENTS shall be primary to any other use by any other party, including LAPF.
- I. If any provision of this AGREEMENT is declared or determined to be unlawful, invalid or unconstitutional, that declaration shall not in any manner affect the legality of the remaining provisions, and each provision of this AGREEMENT shall be deemed to be separate and severable from every other provision.
- J. It is the intent of the PARTIES that this AGREEMENT and the contributions contemplated hereby shall, for all purposes, be treated as a charitable contribution made to an organization organized and operated under Section 501 (c)(3) of the Code. It is intended that GIFT made by this AGREEMENT be used exclusively for charitable, religious, scientific or education purpose, as permitted to an organization organized and operated under Section 501 (c)(3) of the Code.
- K. The Recitals set forth at the beginning of this AGREEMENT of any matters or facts shall be conclusive proof of the truthfulness thereof and the terms and conditions set forth in the Recitals, if any, shall be deemed a part of this AGREEMENT.

15. INCORPORATION OF DOCUMENTS

The following Exhibits are incorporated by reference:

Exhibit A: Schematic or rendering of Improvements

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT as of the day and year set forth below.

CITY:

CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Parks Commissioners

LAPF:

LOS ANGELES PARKS FOUNDATION, a California 501(c)(3) non-profit, corporation

By: _____
President

By: _____

By: _____
Secretary

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney

Date: _____

Exhibit A

Schematic or rendering of Improvements





Exhibit B

Insurance Requirements and Instructions

Form Gen 146 (Rev. 3/09)

Required Insurance and Minimum Limits

Name: Los Angeles Parks Foundation

Date: 09/18/2017

Agreement/Reference: For the installation of a new playground at Lafayette Park, CD10

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

Limits

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

WC Statutory
EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers
 Jones Act

General Liability City of Los Angeles must be named as an Additional Insured

\$1,000,000

Products/Completed Operations

Sexual Misconduct

Fire Legal Liability

with \$2,000,000 aggregate

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

\$1,000,000

Professional Liability (Errors and Omissions)

Discovery Period 12 Months After Completion of Work or Date of Termination

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

All Risk Coverage

Boiler and Machinery

Flood

Builder's Risk

Earthquake

Pollution Liability

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

100% of the contract price

Crime Insurance

Other:

1) If a contractor has no employees and decides to not cover herself / himself for worker's compensation, please complete the form titled "Release for Waiver of Workers' Compensation Insurance Requirement" located at <http://cac.lacity.org/risk/InsuranceForms.htm>

2) In the absence of imposed auto liability requirement, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California

**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 preferred 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 primarily 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.

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), 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