

APPROVED

SEP 20 2017

BOARD REPORT

BOARD OF RECREATION AND PARK COMMISSIONERS NO. 17-205

DATE September 20, 2017

C.D. 1

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: HOOVER RECREATION CENTER – GIFT AGREEMENT WITH THE LOS ANGELES PARKS FOUNDATION FOR PLAYGROUND IMPROVEMENTS PROVIDED THROUGH A CHARITABLE CONTRIBUTION FROM THE UNIVERSITY OF SOUTHERN CALIFORNIA; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1 CLASS 11(3), OF THE CITY CEQA GUIDELINES REGARDING THE REPLACEMENT OF MINOR STRUCTURES ACCESSORY TO EXISTING INSTITUTIONAL FACILITIES

*AP Diaz	_____	V. Israel	_____
R. Barajas	_____	S. Piña-Cortez	_____
H. Fujita	_____	N. Williams	_____



General Manager

Approved

Disapproved _____

Withdrawn _____

RECOMMENDATION

1. Authorize the Department of Recreation and Parks (RAP) Planning, Maintenance and Construction (PMC) staff to utilize services from existing on-call contracted vendors for the removal of the current playground equipment, and the construction and installation of the new playground equipment at Hoover Recreation Center (Project);
2. Approve a proposed Gift Agreement (Agreement)(Attachment 1) with Los Angeles Parks Foundation (LAPF), a California public benefit, nonprofit organization, attached hereto as Attachment 1, stipulating the terms and conditions for a donation to the RAP consisting of the planning, design, purchase and installation of new playground equipment (Donation) at Hoover Recreation Center (Center), valued at approximately Three Hundred Fifty Thousand Dollars (\$350,000.00) and provided through a charitable contribution from the University of Southern California (Donor) to the LAPF, subject to the approval of the Mayor and the City Attorney as to form;
3. Accept the Donation subject to the completion and approval of a post-development inspection by PMC, and authorize that appropriate recognition be given to the Donor;
4. Find that the proposed Project is categorically exempt from the California Environmental Quality Act (CEQA), and direct RAP staff to file a Notice of Exemption (NOE);

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5. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing a Notice of Exemption; and,
6. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.
7. Direct the Board Secretary to transmit the Agreement to the Mayor per Executive Directive No. 3, and to the City Attorney for approval as to form; and,
8. Authorize the Board President and Secretary to execute the proposed Agreement subsequent to all necessary approvals.

SUMMARY

RAP has been offered a donation from the Los Angeles Parks Foundation (LAPF), valued at approximately Three Hundred Fifty Thousand Dollars (\$350,000.00), consisting of the planning, design, purchase, and installation of new Playground improvements (collectively, "Improvements") at Hoover Recreation Center (Center), located at 1010 W 25th St, Los Angeles, California 90007, in Council District 1. This generous donation is being provided to RAP through a charitable contribution from the University of Southern California (USC) to the LAPF.

In addition to fundraising through capital campaigns and providing RAP with direct assistance in improving park facilities and supporting recreational programs, the LAPF has assisted various donors with making improvements to RAP facilities for nearly ten (10) years, dating back to the LAPF's inception in 2008. As the recipient of USC's charitable contribution and fiscal agent for the proposed project, LAPF has agreed to make project related invoice payments directly to RAP on-call contractors and subcontractors based on PMC's direction. PMC will oversee, coordinate, and complete the project to replace the existing, traditional playground at its existing location at the Center, ensuring that it's completed on time and within budget. The architectural drawings, designs, and specifications were approved by both PMC and the Donor, as depicted by the project rendering included as Exhibit A in the proposed Agreement attached hereto as Attachment 1.

In accordance with the terms and conditions of the proposed Agreement, the Donor will confirm to RAP in writing prior to commencement of installation activities, that project funding in the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) is secured and available for project implementation.

ENVIRONMENTAL IMPACT STATEMENT

The proposed Project consists of accepting a donation to remove the existing playground equipment and replace it with new structures. Therefore, RAP staff recommends that the Board determine that the proposed Project is categorically exempt without exception from the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 11 (3), of

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the City CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk upon approval by the Board.

IMPACT STATEMENT

Approval of the proposed Agreement and acceptance of the associated Donation will have no adverse financial impact on the RAP General Fund, as the planning, design, purchase, and installation of the Improvements will be funded by the Donor. The future annual maintenance of the Improvements will be funded through the RAP annual budget process, as maintenance of the existing playground and restrooms is currently being performed under the current budget for Hoover Recreation Center.

This Report was prepared by Joel Alvarez, Senior Management Analyst II, and Edneisha Lee, Management Assistant, Partnership Division.

LIST OF ATTACHMENTS/EXHIBITS

- 1) Attachment 1: Proposed Gift Agreement

**AGREEMENT
BETWEEN CITY OF LOS ANGELES
AND
LOS ANGELES PARKS FOUNDATION
FOR THE CONSTRUCTION AND DONATION OF IMPROVEMENTS
AT HOOVER PARK**

THIS AGREEMENT (“AGREEMENT”) is entered into this ____ day of _____, 201____, (“EFFECTIVE DATE”) by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (“CITY”) and the Los Angeles Parks Foundation, a California 501(c)(3) non-profit corporation (“LAPF”). CITY and LAPF may be collectively 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 Hoover Park (“PROPERTY”), located at 1010 W 25th St, Los Angeles, California 90007; and,

WHEREAS, CITY desires to have certain play area improvements (“IMPROVEMENTS”) installed at the PROPERTY, to replace the existing play area pursuant to the terms and conditions of this AGREEMENT; and,

WHEREAS, LAPF was successful in securing necessary funding for such park improvements through a donation (“DONATION”) in the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00), from the University of Southern California (“USC”), a leading private research university located in Los Angeles. USC and LAPF may be collectively referred to herein as “DONORS”; and,

WHEREAS, LAPF has agreed to act as the fiscal recipient of the DONATION and manage such funding accordingly for the purpose of paying for the design, purchase and installation of the IMPROVEMENTS at the PROPERTY, which shall include but not be limited to, the demolition and/or removal of existing play equipment followed by the installation of the new play equipment (collectively, “the PROJECT”); and,

WHEREAS, LAPF, as the fiscal recipient of the DONATION, has agreed to submit PROJECT related invoice payments directly to RAP on-call contractors and subcontractors for the installation of said IMPROVEMENTS, pursuant to architectural drawings, designs, and specifications (collectively, “PLANS”) approved by both RAP and DONORS, and to be installed at the location of the existing play area within the PROPERTY, in accordance with the Site Map and Design Renderings attached hereto, and incorporated herein by reference, as Exhibit A and Exhibit B, respectively, at no cost to CITY; and,

WHEREAS, RAP agrees to use on-call contractors and subcontractors (“CONTRACTORS”) to deliver the IMPROVEMENTS and complete the PROJECT in accordance with approved PLANS; and.

WHEREAS, DONORS agree to donate the completed IMPROVEMENTS to the CITY as a gift for the benefit of the general public (“GIFT”), estimated in value up to Three Hundred Fifty Thousand Dollars (\$350,000.00); and,

WHEREAS, CITY agrees to accept this GIFT, upon completion of the PROJECT, subject to RAP’s post-development inspection, as provided for herein.

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. PARTIES

LAPF: Los Angeles Parks Foundation
c/o: Griffith Park Nursery House
2650 N. 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

2. FUNDING

It is understood that the LAPF has been awarded funding in the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00), through a donation provided by USC, which is to be used specifically for the design, purchase and installation of said IMPROVEMENTS and completion of the PROJECT at no cost to the CITY. LAPF shall use such funding to pay PROJECT related invoices directly to CONTRACTORS, subject to coordination with, and review and approval by, RAP.

3. TERMINATION

A. Except for the continuing obligations of CITY set forth in this AGREEMENT, and unless otherwise terminated pursuant to the terms and conditions contained herein, any amendment, extension, or modification to this AGREEMENT shall be executed pursuant to the mutual agreement of PARTIES, and approval by RAP 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:
- (i) CITY uses, or authorizes use of the PROPERTY or IMPROVEMENTS in any way not authorized under this AGREEMENT;
 - (ii) The land upon which IMPROVEMENTS is to be located is no longer owned by CITY;
 - (iii) The IMPROVEMENTS cease to be operated by CITY, or CITY changes the use of the IMPROVEMENTS at the PROPERTY, or CITY changes or restricts public access to the PROPERTY, all in a manner inconsistent with the terms of this AGREEMENT;
 - (iv) 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;
 - (v) 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-five (45) days, then the other PARTY may terminate this AGREEMENT with immediate effect upon written notice to such PARTY.

4. DEVELOPMENT OF IMPROVEMENTS

RAP shall utilize approved, on-call CONTRACTORS currently under contract with RAP and shall oversee the performance of PROJECT related work, while LAPF shall be responsible for the payment of PROJECT related costs, as required for the design and installation of the IMPROVEMENTS and completion of the PROJECT pursuant to approved PLANS.

A. Design and Location

- (i) IMPROVEMENTS shall be constructed and/or installed within the legal boundaries of the PROPERTY at the specified location identified on the Site Map attached hereto as Exhibit A.

- (ii) IMPROVEMENTS shall be constructed and/or installed pursuant to PLANS submitted to and approved by RAP, in accordance with the Design Renderings attached hereto as Exhibit B.
- (iii) LAPF shall pay all costs for the design of the IMPROVEMENTS, with said design having been approved by RAP.

B. Construction

- (i) LAPF shall pay all costs for the installation of the IMPROVEMENTS, pursuant to PLANS approved by RAP.
- (ii) All costs and filing of documents required for obtaining any required clearances, approvals, and authorizations, including permits, certifications, etc., shall be borne by the LAPF.
- (iii) RAP shall be the lead agency with respect to construction activities and oversight of the construction of the IMPROVEMENTS, including the completion of environmental clearances and any permits or certifications required by law. However, LAPF shall be responsible for the payment of PROJECT
- (iv) PARTIES will jointly approve any and all change orders related to the design and/or installation of the IMPROVEMENTS. RAP shall provide LAPF advanced notification and copies of all change order requests prior to any approvals or related action.

5. POST CONSTRUCTION

- A. Upon completion of construction, RAP shall conduct a Post-Development Inspection to ensure that the IMPROVEMENTS have been developed pursuant to approved PLANS.
- B. Following RAP's approval of the completed IMPROVEMENTS, and subsequent to the opening of the IMPROVEMENTS to the public, LAPF shall have no involvement, whether financial or otherwise, with the use, operation, maintenance, landscaping, repair, insurance, programming or modifications of the IMPROVEMENTS.
- C. It is understood by the PARTIES that the IMPROVEMENTS shall generally be open to the members of 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 PROPERTY users, of IMPROVEMENTS, and the prohibition of alcohol and illegal drugs.

- D. It is also understood by the 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 PROPERTY by members of a group or organization for limited periods of time.

6. PUBLICITY

- A. RAP and DONORS shall acknowledge one another as co-contributors to 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 deemed appropriate.
- C. RAP and DONORS shall have the right to publicize, show photographs of, use the name of, and otherwise promote their respective contributions to the IMPROVEMENTS.
- D. CITY and DONORS acknowledge that each of their respective names and other intellectual property have substantial goodwill. CITY further acknowledges and agrees that all use of the LAPF and/or USC name, pursuant to this AGREEMENT, shall inure to the sole and exclusive benefit of LAPF and/or USC, and CITY agrees to use the LAPF and/or USC name solely in accordance with the terms and conditions set forth in this AGREEMENT. Additionally, DONORS further acknowledge(s) and agree(s) that all use of the CITY name pursuant to this AGREEMENT shall inure to the sole and exclusive benefit of CITY, and DONORS agree(s) to 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 a press release or public announcement(s) concerning the existence of the GIFT, the IMPROVEMENTS, and/or this AGREEMENT, including the use or promotion of the IMPROVEMENTS or construction of any other improvements at the PROPERTY, 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 agree to coordinate the scheduling and organization of any future public or media event to provide the opportunity for attendance and participation by officials and/or representatives of the 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, pursuant to the acquisition of property and/or installation of improvements, 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 the 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”

7. 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.

8. NAME AND LICENSE AND SIGNAGE

- A. If applicable and when appropriate, the IMPROVEMENTS shall be officially named by RAP, subject to the approval of the BOARD, in accordance with RAP policy.
- B. DONORS may be recognized for their contributions to the project through appropriate signage ("RECOGNITION SIGNAGE") at the IMPROVEMENTS acknowledging the GIFT, subject to approval of RAP.

- C. CITY shall maintain the right to use the name of the IMPROVEMENTS in conducting RAP operations and events. For purposes of clarification, CITY shall have no right to use the LAPF or USC name in any manner that suggests DONORS are sponsors or co-sponsors 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.
- D. CITY shall, upon termination of this AGREEMENT, cease and desist from all use of the LAPF or USC name, including any intellectual property of LAPF or USC, in any way (including without limitation, removal from all signage related to the IMPROVEMENTS at RAP's sole discretion).

12. 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 PROPERTY.

14. 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, **CONTRACTOR** undertakes and agrees 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 **CONTRACTOR'S** 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 **CONTRACTOR** 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**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

15. 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 C, 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. The 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 (5,000,000.00) per occurrence.

C. Adjustment of Insurance Levels

CITY reserves the right, during the TERM of this AGREEMENT, to change the amounts and types of required insurance coverage(s) with ninety (90) days written notice to LAPF.

16. 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 the lesser of three (3) 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.

17. GENERAL

A. Entire Agreement. This AGREEMENT sets forth the entire understanding of the PARTIES hereto, with respect to the subject matter hereof. 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. No Joint Venture. Nothing herein contained shall constitute a partnership or joint venture by the PARTIES of this AGREEMENT. This AGREEMENT is not intended for the benefit of any non-party.
- C. 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.
- D. Notices. Any notices 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
Figueroa Plaza Building
221 North Figueroa Street, Suite 180
Los Angeles, California 90012

Attn: Partnership Division

Copy To: City of Los Angeles
Department of Recreation and Parks
Planning, Construction and Maintenance Division
Figueroa Plaza Building
221 North Figueroa Street, 4th Floor
Los Angeles, CA 90012

Attn: Superintendent

LAPF: Los Angeles Parks Foundation
c/o: Griffith Park Nursery House
2650 N. Commonwealth Avenue
Los Angeles, CA 90027

Attention: Judith Kieffer, Executive Director

- E. 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.

- F. The provisions of this AGREEMENT that, by their nature, are intended to survive, shall survive the expiration or earlier termination 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.

19. INCORPORATION OF DOCUMENTS

The following Exhibits are incorporated by reference:

- Exhibit A: Site Map – Hoover Recreation Center
- Exhibit B: Design Renderings
- Exhibit C: Form 146R – Insurance Requirements
- Exhibit D: Instructions for Submitting Proof of Insurance

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the day and year first above written.

CITY:

LAPF:

CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARKS COMMISSIONERS

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

By: _____
President

By: _____

By: _____
Secretary

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney

Date: _____

Exhibit A

Site Map – Hoover Recreation Center



Exhibit B

Design Renderings

Hoover Rec - City of Los Angeles

June 5, 2017 100161.1.1.6



*Custom products are shown as conceptual only. *Custom product manufacturing time for this project will be approximately 17 weeks from the time of LTR order acceptance.

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Hoover Rec - City of Los Angeles

June 5, 2017 100161.1.1.2



*Custom products are shown as conceptual only. *Custom product manufacturing time for this project will be approximately 17 weeks from the time of LTR order acceptance.

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Exhibit C

Form 146R - Insurance Requirements

Form Gen. 146 (Rev. 3/09)

Required Insurance and Minimum Limits

Name: Los Angeles Parks Foundation

Date: 07/28/2017

Agreement/Reference: For the construction and donation of improvements at Hoover Park, CD1

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.

		<u>Limits</u>
<input checked="" type="checkbox"/>	Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)	
		WC <u>Statutory</u>
<input type="checkbox"/>	Waiver of Subrogation in favor of City	EL <u>\$1,000,000</u>
<input type="checkbox"/>	Longshore & Harbor Workers	
<input type="checkbox"/>	Jones Act	

<input checked="" type="checkbox"/>	General Liability <u>City of Los Angeles must be named as an Additional Insured</u>	<u>\$1,000,000</u>
<input checked="" type="checkbox"/>	Products/Completed Operations	
<input type="checkbox"/>	Fire Legal Liability	
<input checked="" type="checkbox"/>	with \$2,000,000 aggregate	
<input type="checkbox"/>	Sexual Misconduct	

<input checked="" type="checkbox"/>	Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	<u>\$1,000,000</u>
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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)

<input type="checkbox"/>	All Risk Coverage	<input type="checkbox"/>	Boiler and Machinery
<input type="checkbox"/>	Flood	<input type="checkbox"/>	Builder's Risk
<input type="checkbox"/>	Earthquake	<input type="checkbox"/>	

Pollution Liability

Surety Bonds - Performance and Payment (Labor and Materials) Bonds 100% of the contract price

Crime Insurance

Other: Submitted to Edneisha Lee @ RAP

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

Exhibit D

Instructions for Submitting Proof of Insurance

Form Gen. 133 (Rev. 05/12)

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.

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>. Page

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.