

APPROVED
JANUARY 2023

BOARD REPORT

**BOARD OF RECREATION
AND PARK COMMISSIONERS**

NO. 23-017

DATE January 05, 2023

C.D. 1

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ERNEST E. DEBS REGIONAL PARK – AGREEMENT WITH SEMILLAS SOCIEDAD CIVIL FOR A NATIVE TREE RESTORATION PROJECT; CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(8) [MAINTENANCE OF EXISTING LANDSCAPING, NATIVE GROWTH, WATER SUPPLY RESERVOIRS; AND BRUSH CLEARANCE FOR WEED ABATEMENT AND FIRE PROTECTION], CLASS 4(3) [NEW GARDENING, TREE PLANTING, OR LANDSCAPING, BUT NOT INCLUDING TREE REMOVAL EXCEPT DEAD, DAMAGED OR DISEASED TREES OR LIMBS] AND CLASS 4(7) [THE ISSUANCE, RENEWAL OR AMENDMENT OF ANY LEASE, LICENSE OR PERMIT TO USE LAND INVOLVING MINOR ALTERATIONS TO THE CONDITION OF THE LAND] OF CITY CEQA GUIDELINES AND ARTICLE 19, SECTIONS 15301(h) AND 15304(b) OF CALIFORNIA CEQA GUIDELINES

B. Aguirre	<u>BA</u>	M. Rudnick	_____
H. Fujita	_____	C. Santo Domingo	_____
B. Jackson	_____	N. Williams	_____



General Manager

Approved X Disapproved _____ Withdrawn _____

If Approved: Board President *Aylin Pagan* Board Secretary *Sakiba Sardin*

RECOMMENDATIONS

1. Approve a proposed three (3) year Agreement (Agreement) between the Department of Recreation and Parks (RAP) and Semillas Sociedad Civil (Organization) for a tree planting and restoration project (Project), in substantially the form attached as Attachment 1 to this Report;
2. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed Agreement to the City Attorney for review and approval as to form;
3. Authorize the Board President and Secretary to execute the Agreement subsequent to all necessary approvals;
4. Determine that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(8)

BOARD REPORT

PG. 2 NO. 23-017

[Maintenance of existing landscaping, native growth, water supply reservoirs; and brush clearance for weed abatement and fire protection], Class 4(3) [New gardening, tree planting, or landscaping, but not including tree removal except dead, damaged or diseased trees or limbs] and Class 4(7) [The issuance, renewal or amendment of any lease, license or permit to use land involving minor alterations to the condition of the land] of City CEQA Guidelines and Article 19, Sections 15301(h) and 15304(b) of California CEQA Guidelines and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;

5. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing an NOE; and,
6. Authorize RAP Staff to make technical corrections in order to carry out the Board's intent in approving this Report.

SUMMARY

Semillas Sociedad Civil is a 501(c)(3) non-profit organization, which operates Anahuacalmecac International University Preparatory of North America, an educational institution with a globally inclusive curriculum focused on the cultural and intellectual heritage of Indigenous peoples (Organization). The Organization is dedicated to student academic excellence, Native wisdom, and appreciation of the cultural and intellectual heritage of Indigenous Peoples and the promotion of positive social awareness.

The Organization is requesting approval for access to Ernest E. Debs Regional Park (Park) to implement a grant-funded Native Tree Restoration Project at the Park (Project). The Project site is part of the historic indigenous village of Otsuunga, on unceded territories of the Gabrieleño, Shoshone, Kizh and Tongva Nations of Southern California. The goals of the proposed Project are to improve the Park's urban forest health and connect students and communities to the cultural and spiritual meaning that the land has for Indigenous Peoples through tree plantings and educational activities. The proposed Project will plant 500 native trees to restore and improve the Park's urban forest, making it more resilient through traditional indigenous environmental stewardship. The Project also seeks to connect more than 250 urban native youth to their cultural identities and heritage and engage at-risk communities in the intergenerational transmission of Indigenous knowledge between elders and youth.

The Organization was awarded a grant from the State of California's Department of Forestry and Fire Protection (CalFire) in the amount of \$99,110 on December 12, 2021. Additional funding will be provided by the Organization in the amount of \$120,000. A three (3) year agreement between RAP and Organization is proposed to give access to the Park and to assist in the implementation the Project. If approved, RAP will provide a water source for the Organization to be able to water the trees and RAP Forestry and Maintenance Divisions will coordinate the provision of hand tools, such as shovels to support planting events.

Tree planting is scheduled to commence in January 2023 through three planting events and the Organization has committed to performing tree maintenance for the three year term of the proposed Agreement, after the planting is completed. This Project is non-related and separate from, but adjacent to, an existing tree planting project in the Park by non-profit organization North

BOARD REPORT

PG. 3 NO. 23-017

East Trees which was approved by the Board in January 2022. The Project site is shown by the Site Map in Attachment 1 to the proposed agreement.

TREES AND SHADE

The proposed Project consists of the planting of 500 native tree seedlings of the following species: Southern California Black Walnut, Blue Elderberry, Coast Live Oak and Toyon.

ENVIRONMENTAL IMPACT

The proposed Project consists of the issuance of an agreement to use land involving minor alterations to its condition, new tree planting, and maintenance of existing native growth.

According to the parcel profile report retrieved on November 16, 2022, this area resides partially in a landslide zone. The construction of this Project will prevent landslides rather than increasing the hydrogeological risk.

This site is not within a coastal, methane, or historic zone, so there is no reasonable possibility that the proposed Project may impact on an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed Project. As of November 16, 2022, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) and the State Water Resources Control Board (SWCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Project site or any contaminated sites near the Project area (within 500 feet). According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the proposed Project or within its site. Furthermore, the proposed Project is not located in proximity of a known historical resources and will not cause a substantial adverse change in the significance of any historical resource.

Based in this information, RAP staff recommends that the Board determines that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(8), Class 4(3) and Class 4(7) of City CEQA Guidelines and Article 19, Sections 15301(h), Class 15304(b) of California CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.

FISCAL IMPACT STATEMENT:

There will be a minor fiscal impact to RAP's General Fund due to the cost of water.

STRATEGIC PLAN INITIATIVES AND GOALS:

Approval of this Board Report advances RAP's Strategic Plan by supporting:

Goal No 5: Ensure an Environmentally Sustainable Park System

BOARD REPORT

PG. 4 NO. 23-017

Outcome No. 2: A healthy urban forest across the park system

This report was prepared by Joel Alvarez, Senior Management Analyst II, Partnership Section, and Priya Macwan, Management Assistant, Sustainability and Partnership Sections.

List of Attachments:

1. Proposed Agreement

**AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND
SEMILLAS SOCIEDAD CIVIL
FOR A NATIVE TREE RESTORATION PROJECT**

This AGREEMENT (“AGREEMENT”) is entered into as of _____, 20____, (“COMMENCEMENT 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 Semillas Sociedad Civil, a 501(c)(3) non-profit organization (“ORGANIZATION”). Semillas Sociedad Civil operates “Anahuacalmecac International University Preparatory of North America”, a California educational institution with a globally inclusive curriculum focused on the cultural and intellectual heritage of Indigenous peoples in direct consultation with the Gabrielino Shoshone Tribal Council of Southern California, a representative entity of the original peoples of the City of Los Angeles. CITY and ORGANIZATION may be referred to herein individually as “PARTY”, or collectively as “PARTIES”.

WHEREAS CITY, through its Department of Recreation and Parks (“RAP”), owns, operates, and maintains certain real property commonly known as the Ernest E. Debs Regional Park, located at 4235 Monterey Road, Los Angeles, CA 90032 (“PARK”); and,

WHEREAS, ORGANIZATION desires to use a portion of the PARK depicted by the site map attached hereto and incorporated herein by reference as Exhibit A (“PREMISES”), for the implementation of a tree planting, maintenance, and restoration project, which includes planting native trees as well as connecting students and communities to the cultural and spiritual meaning that the land has for Indigenous Peoples through cultural and educational activities (collectively, “the PROJECT”); and,

WHEREAS, ORGANIZATION submitted a grant application to fund the PROJECT which was subsequently awarded to ORGANIZATION by the State of California’s Department of Forestry and Fire Protection; and,

WHEREAS, RAP is amenable to authorizing such use of the PREMISES for a period of three (3) years, as more fully described herein.

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

1. Agreement to Use of the Premises.

In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to ORGANIZATION by this AGREEMENT, the non-exclusive use of the PREMISES solely for the purpose set forth in Section 4 of this AGREEMENT (“PERMITTED USE”). The PREMISES authorized for use by ORGANIZATION under the terms and conditions of this AGREEMENT are as follows:

- a. ORGANIZATION will be planting and maintaining 500 native trees in the portion of the PARK located to the south of the area in which the non-profit corporation North East Trees, Inc. is planting trees under a separate and non-related agreement with RAP, as depicted by the site map attached hereto as Exhibit A.
- b. Any use of PARK areas not authorized for use by ORGANIZATION under this AGREEMENT for ingress-egress and/or project staging, shall be subject to coordination with, and written approval by, RAP in advance of any such activities taking place.

2. Term and Termination.

The term of this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be **three (3) years** from the COMMENCEMENT DATE. CITY may revoke this AGREEMENT at any time due to cause, emergency, CITY's convenience, or to ORGANIZATION's breach of the terms and conditions contained herein. Upon receipt of a written notice of termination, ORGANIZATION shall discontinue any further PROJECT related work on the PREMISES and shall remove any personal property remaining on the PREMISES. RAP shall retain the right to inspect the PREMISES and require ORGANIZATION to perform any required restoration work necessary to return certain portions of the PREMISES, as determined necessary by RAP, to its original condition.

3. Access to Premises.

ORGANIZATION, shall, and/or shall cause any of its authorized third parties to, abide by the terms and conditions expressed in this AGREEMENT, and will cooperate fully with RAP and its employees in the performance of their duties. Any third-party access and use of the PREMISES in accordance with this AGREEMENT shall be supervised by the ORGANIZATION at all times while such third party is present at the PREMISES, and RAP on-site staff shall be made aware of such third-party activities in advance of any such activities taking place.

ORGANIZATION's authorized use of the PREMISES shall be seven (7) days per week, from sunrise to sunset, in accordance with regular park operating hours ("PERMITTED TIMES"). ORGANIZATION shall not utilize PREMISES during hours other than the authorized PERMITTED TIMES, without RAP's prior written authorization. ORGANIZATION shall cooperate with RAP personnel and staff on all matters relative to the conduct of operations or any activity, event, and/or special use, including concerns related to parking, traffic, security, and attendance, on the PREMISES.

ORGANIZATION shall hold three (3) large-scale events on the PREMISES for the purpose of planting the 500 native trees and holding cultural education activities as part of the PROJECT:

- January 12, 2023: ORGANIZATION Planting Prep Day.

- January 13, 2023: Tree seedlings will be planted by ORGANIZATION's students and staff, subject to coordination with RAP Maintenance staff.
- January 14, 2023: Tree seedlings will be planted by ORGANIZATION's students, staff and community members, subject to coordination with RAP Maintenance staff.
- January 15, 2023: Tree seedlings will be planted by ORGANIZATION's students, staff and community members, subject to coordination with RAP Maintenance staff.

ORGANIZATION shall notify RAP Maintenance staff as far in advance as possible for awareness and event coordination. Additional information on tree planting events and overall logistics is attached hereto as Exhibit B. Such events are subject to coordination and approval by the RAP representatives listed in Sections 14 and 15 of this AGREEMENT.

After the events specified above, ORGANIZATION shall use the PREMISES for the remainder of the TERM for the maintenance of the 500 trees that will be planted by ORGANIZATION and representatives of ORGANIZATION, which will include watering, mulching, invasive plant removal, and other tree care as needed.

Authorized representatives, agents, and employees of RAP shall have the right to enter the PREMISES at any and all times for purposes of conducting maintenance, operations, or other RAP sponsored activities. In no event shall CITY be responsible or liable to ORGANIZATION for any inconvenience, disturbance, or other damage to ORGANIZATION by reason of the performance by CITY of any activities or work in, upon, above, or under the PREMISES, including but not limited to the transport of materials, tools, and/or equipment in, through, above, or underneath the PREMISES, nor shall the same constitute any grounds for any payments or abatement of payments, hereunder.

CITY makes no warranties whatsoever regarding the condition of the PREMISES. ORGANIZATION has inspected the PREMISES and found it suitable for ORGANIZATION's purposes. CITY shall not be liable for any personal injury or damage to property which ORGANIZATION or its guests or invitees may incur (including injury or damage occurring in connection with ORGANIZATION's events or activities on the PREMISES), regardless of the cause thereof. ORGANIZATION hereby releases CITY from all such liability, it being the intent of the PARTIES that ORGANIZATION shall maintain adequate insurance to cover any such losses, as required in Section 9 of this AGREEMENT. If a governmental body with jurisdiction over the PREMISES and/or the CITY or RAP determines that a certain activity, or all of the activities conducted on the PREMISES are material threats to public safety as may be determined by the CITY, CITY may immediately suspend and/or terminate ORGANIZATION's right to conduct such activities on the PREMISES by providing written notice to ORGANIZATION of such immediate suspension. Such activities shall remain suspended until they are no longer deemed a threat to public

safety, at which time the CITY shall promptly provide written notice to ORGANIZATION of same.

It is understood by PARTIES that the PREMISES is located in a public park and therefore shall not be considered exclusive to the ORGANIZATION, nor shall access to the PREMISES be restricted to the general public.

4. Permitted Use and Use Restrictions.

ORGANIZATION shall not expand and/or change the scope of PERMITTED USE set forth in this Section without the prior written approval and consent of the BOARD through an amendment to this AGREEMENT. ORGANIZATION is authorized to use the PREMISES in accordance with the following conditions:

- a. ORGANIZATION shall use the PREMISES solely for a Native Tree Restoration Project which includes the planting and maintenance of 500 native trees, including Southern California Black Walnut, Blue Elderberry, Coast Live Oak and Toyon. The PROJECT includes the provision of educational activities to restore and improve the urban forest and make it more resilient through traditional indigenous environmental stewardship and to connect more than 250 urban native youth to their cultural identities and heritage. This PROJECT will engage at-risk communities in the intergenerational transmission of Indigenous knowledge between elders and youth. ORGANIZATION shall be responsible for all costs and expenses related to its use of the PREMISES.
- b. ORGANIZATION agrees to the following responsibilities
 - i. ORGANIZATION shall complete the PROJECT in accordance with the terms of this AGREEMENT.
 - ii. ORGANIZATION shall be responsible for conducting grounds maintenance in coordination with RAP for the PREMISES, which will be supplemented by ORGANIZATION's ongoing planting work. ORGANIZATION shall coordinate such planting activities and related work in advance with RAP Maintenance and the Forestry Division.
 - iii. ORGANIZATION shall provide RAP with a layout of the future tree planting locations prior to the scheduled tree planting events, subject to the approval of RAP Maintenance and Forestry Divisions.
 - iv. After completion of the initial plantings, ORGANIZATION shall promptly notify RAP, and RAP shall conduct a final inspection of the PREMISES. Upon approval by RAP, ORGANIZATION shall maintain the plantings located within the PREMISES in accordance with the terms and conditions of this AGREEMENT. ORGANIZATION shall promptly correct any deficiencies in the installation or maintenance of the PROJECT as may be identified by RAP.

- v. ORGANIZATION will replace any broken, vandalized or dead plant material installed by ORGANIZATION, within 90 days after final inspection. All ORGANIZATION activities as set forth in this AGREEMENT shall comply with applicable RAP standards and regulations.
- c. ORGANIZATION shall obtain any and all operating permits and/or licenses that may be required in connection with its operations, including but not limited to, tax permits, business licenses, health permits, certifications, etc.
- d. ORGANIZATION shall punctually pay or cause to be paid all ORGANIZATION financial obligations incurred in connection with the use and maintenance of the PREMISES as set forth in this AGREEMENT. ORGANIZATION shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with ORGANIZATION's use of the PREMISES to the extent such claims do not arise due to any CITY action or omission.
- e. ORGANIZATION shall comply with all RAP policies and procedures as well as all Federal, State, County, and local regulations, orders and mandates, including but not limited to health and safety orders and guidelines related to COVID-19, and background checks and fingerprinting for any volunteer or paid staff participating in the activities on the PREMISES, throughout the TERM of this AGREEMENT. In doing so, ORGANIZATION shall maintain regular communication with RAP staff to ensure ORGANIZATION's compliance with such policies, procedures, regulations, orders and requirements and ORGANIZATION, shall be solely responsible for all costs related to ensuring such compliance.
- f. ORGANIZATION shall provide sufficient staff for the operation of its activities on the PREMISES, and shall provide all materials, supplies, equipment, and funds necessary for such activities, to the reasonable satisfaction of CITY.
- g. ORGANIZATION shall not sub-let or issue any permit for use of the PREMISES to other parties.
- h. ORGANIZATION shall ensure that any of its employees, volunteers and authorized third parties comply with all applicable CITY, State and Federal rules, laws and regulations in the performance of this AGREEMENT and operation of ORGANIZATION's activities on the PREMISES.
- i. ORGANIZATION is solely responsible for the actions of all individuals and/or organizations participating in its activities on the PREMISES, and shall ensure that such individuals and/or organizations agree in writing to abide by all conditions set forth in this AGREEMENT.

- j. ORGANIZATION shall not discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. ORGANIZATION shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- k. The dispensing and /or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages) shall not be permitted on the PREMISES.
- l. No merchandise shall be sold or authorized to be sold on the PREMISES, unless approved in writing by the RAP General Manager or designee.
- m. ORGANIZATION shall ensure that no photographs of minors or depiction of their likeness is included in any publication without obtaining prior written consent from the child's parent or legal guardian. The documentation of this written consent must be provided to RAP prior to photographs being taken.
- n. Commercial activities are not authorized by RAP and shall not be allowed to occur within the PREMISES or surrounding/adjacent PARK property, unless written approval is provided in advance by the RAP General Manager or designee; and/or the BOARD (if applicable). No products grown or cultivated within the PREMISES may be sold or used for for-profit commercial purposes.
- o. ORGANIZATION, associated staff, public patrons and/or guests, whether or not involved in ORGANIZATION activities on the PREMISES, shall have the non-exclusive right to park vehicles within any available parking spaces on the PREMISES on a first-come-first-served basis. If such parking is metered or normally requires a fee, ORGANIZATION, associated staff, public patrons and/or guests shall be required to adhere to established parking requirements. Exclusive or designated parking shall not be allowed, unless previously approved in writing by RAP.
- p. ORGANIZATION shall operate the PROJECT free of charge for its participants.
- q. Employees of ORGANIZATION and/or persons working on its behalf, including, but not limited to, subcontractors and volunteers (collectively, "Contractor Personnel"), while performing services under this AGREEMENT and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID- 19

vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, ORGANIZATION shall obtain proof that such Contractor Personnel have been fully vaccinated. ORGANIZATION shall retain such proof for the period of retention of all records under this AGREEMENT. ORGANIZATION shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If ORGANIZATION wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, ORGANIZATION shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by ORGANIZATION. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, ORGANIZATION shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders

5. Responsibilities of CITY:

The CITY agrees to the following responsibilities:

- i. RAP shall provide water on-site for ORGANIZATION to maintain the trees that are planted, at no cost to ORGANIZATION for the duration of the TERM, in consideration of the environmental, social and educational benefits afforded to the public by ORGANIZATION through this tree planting project and the related indigenous land management practices. Water shall be accessed from the irrigation system adjacent to the Native American Terrace Garden at Debs Park. An additional water access point in the PARK may be utilized, to be determined by RAP Maintenance Staff. ORGANIZATION is required to comply with LADWP's Water Conservation Ordinance for manual watering requirements for Phase III and water use will be restricted to tree maintenance through the TERM of this agreement, subject to coordination with RAP Maintenance Staff. RAP shall not be held responsible for any interruptions to access to water due to acts of god, system failure and/or vandalism. In such instances, ORGANIZATION shall be expected to continue tree maintenance as detailed in this AGREEMENT. ORGANIZATION's watering plan is included in the Tree Planting Plan attached hereto as Exhibit B.
- ii. RAP Forestry and Maintenance Divisions will coordinate the provision of hand tools such as shovels and pickaxes to support planting events, subject to availability.

6. Maintenance and Repair of Premises.

During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, ORGANIZATION, at its sole cost and expense, shall perform the

functions of maintenance and/or repair of the PREMISES as described herein, and shall provide all materials, supplies, equipment, and funds necessary to perform such activities, subject to coordination and approval by the RAP Maintenance Division.

- a. ORGANIZATION accepts PREMISES in its current condition and hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the PREMISES or which may otherwise arise by reason of the use of PREMISES, and releases and discharges the CITY from any claims therefore. CITY shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the PREMISES, nor any appliance or fixture thereon, whether installed by CITY or ORGANIZATION, and regardless of cause.
- b. ORGANIZATION, in performing all required maintenance and repair of the PREMISES, shall provide all staff and materials, supplies, equipment, and funds necessary to perform appropriate maintenance and/or repairs. All maintenance and/or repair shall be performed to the reasonable satisfaction of CITY and in consultation with CITY's designated representative, or by CITY's written request and/or instruction.
- c. ORGANIZATION shall perform the following maintenance duties on an as-needed basis:
 - i. ORGANIZATION will inspect trees for damage, prune, weed, mulch, water and replace trees if needed to ensure the health of the PREMISES.
 - ii. Maintain PREMISES in a clean condition removing all trash and natural debris related to or generated by the PROJECT;
 - iii. Assist RAP in preventing any trash or debris matter or material from being or accumulating upon said PREMISES such that it is clearly visible to public view; and,
 - iv. Maintain PREMISES in a manner that is consistent and in compliance with all Federal, State, County and local regulations, orders and guidelines, including but not limited to health and safety orders and guidelines related to COVID-19.
- d. ORGANIZATION shall ensure that no offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, is permitted or allowed to remain on the PREMISES.
- e. ORGANIZATION shall be responsible for securing ORGANIZATION's equipment and materials on the PREMISES during PERMITTED TIMES and

ensuring the same during non-operating hours. CITY and/or RAP shall not be responsible for the security of ORGANIZATION personal property before, during, or after PERMITTED TIMES.

- f. ORGANIZATION shall immediately repair, or cause to be repaired, any damages to the PREMISES which are a result of PROJECT activities and occur during ORGANIZATION's activities or operations, or that is caused by ORGANIZATION's use of the PREMISES. ORGANIZATION acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the PREMISES immediately cease.
- g. In no event shall ORGANIZATION be liable for delays, damages, losses or warranty claims caused, in whole or in part, by circumstances beyond its reasonable control, including, but not limited to: acts of God, theft, vandalism, animals, fire, flood, earthquakes, adverse weather, interruption of water or electrical supply, strikes, lockouts, war, or other hostilities.

7. FUNDING.

All funds, including grants, donations, or any other funds received by ORGANIZATION in connection with the PREMISES or related to matters covered by this AGREEMENT, or generated from programs or activities conducted on the PREMISES, shall be applied exclusively to the operations and maintenance of the PREMISES, and will be strictly accounted for as provided herein. Such funds shall not be commingled with other funds of ORGANIZATION unrelated to this AGREEMENT and/or the operation and maintenance of the PREMISES. If for any reason ORGANIZATION fails to secure necessary funding to carry out its obligations and commitments under this AGREEMENT, CITY may and can terminate this AGREEMENT pursuant to a Breach and Default of this AGREEMENT.

8. FUNDRAISING.

ORGANIZATION may hold fundraising activities at the PREMISES, but must obtain prior written approval for the date and time from the RAP Staff listed in Sections 14 and 15 for each fundraising event, no fewer than thirty (30) calendar days prior to the scheduled activity. ORGANIZATION may have no more than four (4) fundraising events per year with a maximum of one (1) fundraising event per quarter. All monies raised from fundraising conducted at the PREMISES must be used only in support of the activities authorized under this AGREEMENT. Within thirty (30) days of each fundraising event held at the PREMISES, ORGANIZATION shall provide a written balance statement for the event that shall detail expenses and revenues, including net funds raised. Fundraising activities shall not include the distribution and/or the consumption of alcoholic beverages. ORGANIZATION shall cooperate with RAP personnel and Park staff on all matters relative to the conduct of fundraising and/or special events, which may include concerns related to parking, traffic and attendance or closure of the host facility for as many as seven days per calendar year.

9. Insurance.

Before accessing and using the PREMISES under this AGREEMENT, and periodically as required during its TERM, ORGANIZATION shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. ORGANIZATION or any third party providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agencies, employees, assigns and successors in interest as an additional insured for all required coverage(s), as applicable. ORGANIZATION will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to CITY's Risk Manager and shall include the types and minimum limits set forth in Exhibit C attached hereto and incorporated herein by reference.

- a. ORGANIZATION shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving ORGANIZATION thirty (30) calendar days written notice.

If any of the required insurance contains aggregate limits or applies to other operations of ORGANIZATION outside of this AGREEMENT, ORGANIZATION shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. ORGANIZATION shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within thirty (30) calendar days of the knowledge of same.

If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY's interest, ORGANIZATION shall provide CITY at least thirty (30) calendar days (ten (10) calendar days for non-payment of premium) prior written notice of such intended election. The notice will be sent by receipted delivery addressed as follows: City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, California 90012, or to such address as CITY may specify by written notice to ORGANIZATION.

- b. ORGANIZATION's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate this AGREEMENT or, at its discretion, pay to procure or renew such insurance to protect CITY's interest, and ORGANIZATION agrees to reimburse CITY for all money so paid for such procurement or renewal.

- c. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of ORGANIZATION's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

10. Indemnification.

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, ORGANIZATION shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, (1) attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), (2) damages or liability of any nature whatsoever, (3) for death or injury to any person, including ORGANIZATION's employees and agents, or (4) damage or destruction of any property of either PARTY hereto or of third parties, arising in any manner by reason of an act, error, or omission by ORGANIZATION, its subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT. This provision will survive expiration or termination of this AGREEMENT.

ORGANIZATION is aware of the condition of the PREMISES and accepts the PREMISES in its present condition, and agrees to abide by all health and safety regulations and orders. ORGANIZATION has carefully reviewed this document, understands its contents, and signs it voluntarily, without being subject to coercion.

ORGANIZATION further acknowledges and agrees that it knowingly and freely assumes all COVID-19 related risks, both known and unknown, relating to exercising the terms and conditions of this AGREEMENT and ORGANIZATION hereby forever releases, waives, relinquishes, and discharges CITY, along with its officers, agents, employees, or other representatives, and their successors and assigns, from any and all COVID-19 related claims, demands, liabilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, as a result of ORGANIZATION's performance under this AGREEMENT, including but not limited to personal injuries, death, disease or property losses, or any other loss, and including but not limited to claims based on the alleged negligence of any City Representative or any other person related to COVID-19 sanitization. ORGANIZATION further promises and agrees to indemnify and hold CITY harmless from any and all damages resulting from the contraction of COVID-19.

11. Signage.

No signs or banners of any kind shall be displayed by ORGANIZATION unless previously approved in writing by the RAP General Manager or designee, and the BOARD when required pursuant to RAP policy and protocol(s). RAP may require

removal or refurbishment, at ORGANIZATION's expense, of any sign previously approved by RAP and installed, or caused to be installed, by ORGANIZATION.

12. Publicity.

Should there be the need, CITY and ORGANIZATION 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 this AGREEMENT, the use of the PREMISES or promotion of the PROJECT, or construction of any improvements at the PREMISES in connection with this AGREEMENT or PROJECT, except as may be legally required by applicable laws, regulations, or judicial order. Such cooperation and coordination shall occur prior to the release of any such press release or public announcement(s). CITY and ORGANIZATION agree to notify each other in writing prior to the release or use of any such press release, public announcement, marketing or promotion of the PREMISES prior to implementation with respect to the ORGANIZATION's use of the PREMISES. Further, any press release, public announcement, marketing materials, or brochures prepared by ORGANIZATION shall appropriately acknowledge the contributions of both CITY and ORGANIZATION and shall be subject to prior approval by RAP before release.

To the extent stipulated in any grant agreement, with respect to the PROJECT and the use of the PREMISES in connection thereto, the CITY and ORGANIZATION shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement, and shall provide the opportunity for attendance and participation by representatives. Further, CITY and ORGANIZATION shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both CITY and ORGANIZATION; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or ORGANIZATION, in whole or in part, with respect to the PROJECT and the use of the PREMISES in connection thereto, shall contain any acknowledgements required under any grant agreement.

13. Filming.

It is the policy of the CITY to facilitate the use of City-controlled properties as film locations when appropriate. RAP has established a Park Film Office to coordinate use of park property for film production purposes. Any commercial filming on the PREMISES shall be subject to approval by RAP and the Film Office. All fees for use of the PREMISES by film production companies shall be established and collected by the Film Office in accordance with CITY and RAP policies. The Park Film Office may be reached at (323) 644-6220. ORGANIZATION shall not charge any fees for film production conducted at the PREMISES.

14. AGREEMENT Notices and Contacts.

Any notice, request for consent, or statement ("NOTICE"), that RAP or ORGANIZATION is required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below. Either RAP or ORGANIZATION may designate a different address for any NOTICE by

written statement to the other in accordance with the provisions of this Section. NOTICES shall be delivered personally or sent by confirmed facsimile transmission, by reliable courier providing tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested. All NOTICES shall be addressed as follows:

Contacts for ORGANIZATION:

Semillas Sociedad Civil
c/o Marcos Aguilar, Executive Director
4736 Huntington Drive South
Los Angeles, CA 90032
Email: sembrador@dignidad.org
Phone: (323) 352-3148 or (323) 791-7496
<https://www.dignidad.org/>

Contacts for RAP:

City of Los Angeles Department of Recreation and Parks
Partnership Section
221 North Figueroa Street, Suite 180,
Los Angeles, CA 90012
Email: rap.partnerships@lacity.org
Phone: (213) 202-5600

15. Primary PROJECT Contacts

The following should be the primary contacts for day to day PROJECT-related operations and maintenance.

Contacts for ORGANIZATION:

Trinidad Ruiz, Community & Special Projects Coordinator
Phone: (310) 916-7636

Yulissa Alvarez, Administrative Aide
Phone: (310) 502-4131

Contacts for RAP:

Raul Leon, Principal Grounds Maintenance Supervisor, Metro Region
Email: raul.leon@lacity.org
Office Phone: (213) 485-4833

Yovonte Robinson, Park Maintenance Supervisor
Email: yovonte.robinson@lacity.org
Office Phone: (323) 255-0370

16. Representations and Warranties.

CITY and ORGANIZATION each represents and warrants to the other that it has full power and authority to execute this AGREEMENT and to perform its obligations

and requirements hereunder. This AGREEMENT constitutes the valid and legal binding obligation of CITY and ORGANIZATION, enforceable in accordance with its terms and conditions.

17. No Joint Venture or Agency Relationship.

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. ORGANIZATION shall have no power to obligate or bind CITY in any manner whatsoever. Under no circumstances will ORGANIZATION represent itself to be an agent of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in ORGANIZATION the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

18. 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.

19. Safe Practices.

ORGANIZATION shall correct violations of safety practices during its PERMITTED USE immediately and shall cooperate fully and in good faith with CITY in the investigation of accidents or deaths occurring on the PREMISES. In the event of death or serious injury (requiring an emergency room hospital visit), ORGANIZATION must notify the RAP contacts referenced in Sections 14 and 15 as soon as possible but no later than twenty-four (24) hours after ORGANIZATION has knowledge of the incident by telephone call, with a follow up email notice. Notice of non-serious injuries occurring on the PREMISES shall be provided to RAP within seventy-two (72) hours. ORGANIZATION shall maintain on the PREMISES a record of non-serious injuries occurring on the PREMISES, copies of which shall be provided to RAP upon receipt of a written request therefor. ORGANIZATION shall keep internal documentation of the incident(s) occurring during the previous two (2) years and provide RAP with such information upon request.

20. Suspected Child Abuse.

ORGANIZATION must promptly contact the Los Angeles County Child Protection Hotline to report any suspected child abuse on the PREMISES. ORGANIZATION shall notify the RAP contacts specified in Sections 14 and 15 within 24 hours after a report has been made.

21. Waiver of Damages

ORGANIZATION hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the PREMISES, or which may otherwise arise by reason of the use of the PREMISES pursuant to this AGREEMENT, and releases and discharges the CITY from any claims therefore.

22. Hazardous Substances

PARTIES agree that the PREMISES shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. ORGANIZATION shall use the PREMISES in compliance with laws pertaining to hazardous substances and ensure that no pesticides, insecticides, herbicides and rodent poisons not in compliance with this Section are used on the PREMISES. As used herein, "hazardous substances" shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of CITY or ORGANIZATION to any governmental agency or third party under applicable statute. No lead or oil-based paint, paint thinner, varnishes, lacquers and stain shall be brought onto or stored on the PREMISES.

23. Taxes and Possessory Interest

ORGANIZATION shall pay all taxes of whatever character that may be levied or charged upon the rights of ORGANIZATION to use the PREMISES, or upon ORGANIZATION's improvements, fixtures, equipment, or other property thereon or upon ORGANIZATION's operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as a "Possessory Interest" and such property interest will be subject to property taxation. ORGANIZATION, as the PARTY in whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

24. Breach or Default by ORGANIZATION

The following occurrences constitute events of breach or default of this AGREEMENT: ORGANIZATION materially fails in the performance of any provision or condition of this AGREEMENT, such as failure to maintain required insurance coverage, failure to comply with applicable legal requirements, or failure to fulfill the obligation to operate, maintain and repair the PREMISES as specified herein. ORGANIZATION's attempt to assign rights or obligations under this AGREEMENT without CITY's prior written consent shall also constitute an event of breach or default.

25. Breach or Default by ORGANIZATION – CITY's Remedies

Upon the occurrence of one or more events of breach or default by ORGANIZATION, CITY may, at its election and without waiving any right to select any other remedy provided in this Section or elsewhere in this AGREEMENT, initiate any of the following:

- a. Notice to Cure Breach or Default. CITY may issue a written notice of breach or default to ORGANIZATION, and if ORGANIZATION does not cure said breach or default within thirty (30) calendar days of receipt of said notice,

CITY may, by delivering a second written notice to ORGANIZATION, terminate this AGREEMENT without further delay, whereupon ORGANIZATION shall vacate the PREMISES within fourteen (14) calendar days. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.

- b. CITY's Right to Cure. CITY at its sole discretion and with no obligation to do so, subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing breach or default by ORGANIZATION, perform or cause to be performed any of ORGANIZATION's unperformed obligations under this AGREEMENT. CITY may enter the PREMISES and remain there for the purpose of correcting or remedying the continuing breach or default. Such action by CITY shall not be deemed to waive or release said breach or any default or CITY's right to take further, preventative action.

26. Ratification.

At the request of RAP, and because of the need therefore, ORGANIZATION may have begun performance of the responsibilities herein required prior to the execution hereof. By its execution hereof, RAP hereby accepts such services subject to all the terms, covenants, and condition of this AGREEMENT, and ratifies its AGREEMENT with ORGANIZATION for such services.

27. Ordinances and Standard Provisions.

The Standard Provisions for City Contracts (Rev. 09/22)[v.1]; (Standard Provisions) are incorporated herein by reference and attached hereto as Exhibit D. If there is any conflicting language between the Standard Provisions and this AGREEMENT, the language of this AGREEMENT shall prevail. For purposes of the Standard Provisions, the term "Contractor" shall mean ORGANIZATION.

28. Incorporation of Documents.

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 documents are incorporated and made a part hereof by reference.

Exhibit A: Site Map

Exhibit B: Tree Planting Plan

Exhibit C: Insurance Requirements and Instructions for Submission

Exhibit D: Standard Provisions for City Contracts

In the event of any inconsistency between any of the provisions of this AGREEMENT and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This AGREEMENT exclusive of attachments; 2) Exhibit A; 3) Exhibit B; 4) Exhibit C; and 5) Exhibit D.

[SIGNATURE PAGE TO FOLLOW]

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

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

SEMILLAS SOCIEDAD CIVIL, a non-profit organization

By: _____
Jimmy Kim, General Manager

Date: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney

Date: _____

Exhibit A

Site Map



Exhibit B

Tree Planting Plan

ATTACHED SEPARATELY

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 should 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 required method of submitting your documents. **KwikComply** 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. **KwikComply** 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 **KwikComply** at <https://kwikcomply.org/> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Contractor must provide City a thirty (30) day notice of cancellation (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.

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 **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.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 **KwikComply** at <https://kwikcomply.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 Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

Exhibit D

Standard Provisions for City Contracts

ATTACHED SEPARATELY

Ernest E. Debs Park Tree Palette & Plan

Anahuacalmecac Native Tree Restoration Project (ATRP) - funded by California Department of Forestry and Fire Protection Urban Community Forestry Program (CAL Fire)

Biome: Walnut foothill and oak woodlands, remnants of coastal sage scrub habitat and grassland, herbaceous vegetation and *Toxicodendron Diversilobum*

Event Dates and Logistics

Prep dates

Date	Event	Location	Partners	Description
Jan 12th	ATRP Prep Day	Debs Park	NET, TP, Audubon	Anahuacalmecac staff and partners will prep the planting site by pre-digging holes for seedling propagation and weeding around each hole. To mark each hole, small flags will be staked next to them.

Planting Dates

Date	Event	Location	Attendees	Trees
Jan 13th	Anahuacalmecac Tree Planting Ceremony	Debs Park	263 students 80 staff	-150 walnut -60 oak -25 toyon -15 elderberry
Jan 14th	Community Tree Planting Ceremony	Debs Park	30 students 20 staff 100 community members	-150 walnut -60 oak -25 toyon -15 elderberry
Jan 15th	Community Tree Planting Ceremony Cont.	Debs Park	30 students 20 staff 100 community members	Contingency - extra planting day

- a. Logistics: Event gatherings will be conducted in the open picnic area south of Debs Park Parking Lot, Los Angeles, CA 90031, and just south of the southernmost portion of the Anahuacalmecac Tree Reforestation Project zone for easiest possible access (Fig 1).
 - i. 6 porta potties will be present on site in addition to park restrooms.
 - ii. 4 large canopies will be set up to supplement the shade currently available at the park.
- b. Anahuacalmecac Tree planting Ceremony: Student classes will be separated into Land Learning groups by grades K-2nd, 3rd-5th, 6th-8th, and 9th-12th and will take turns planting trees by

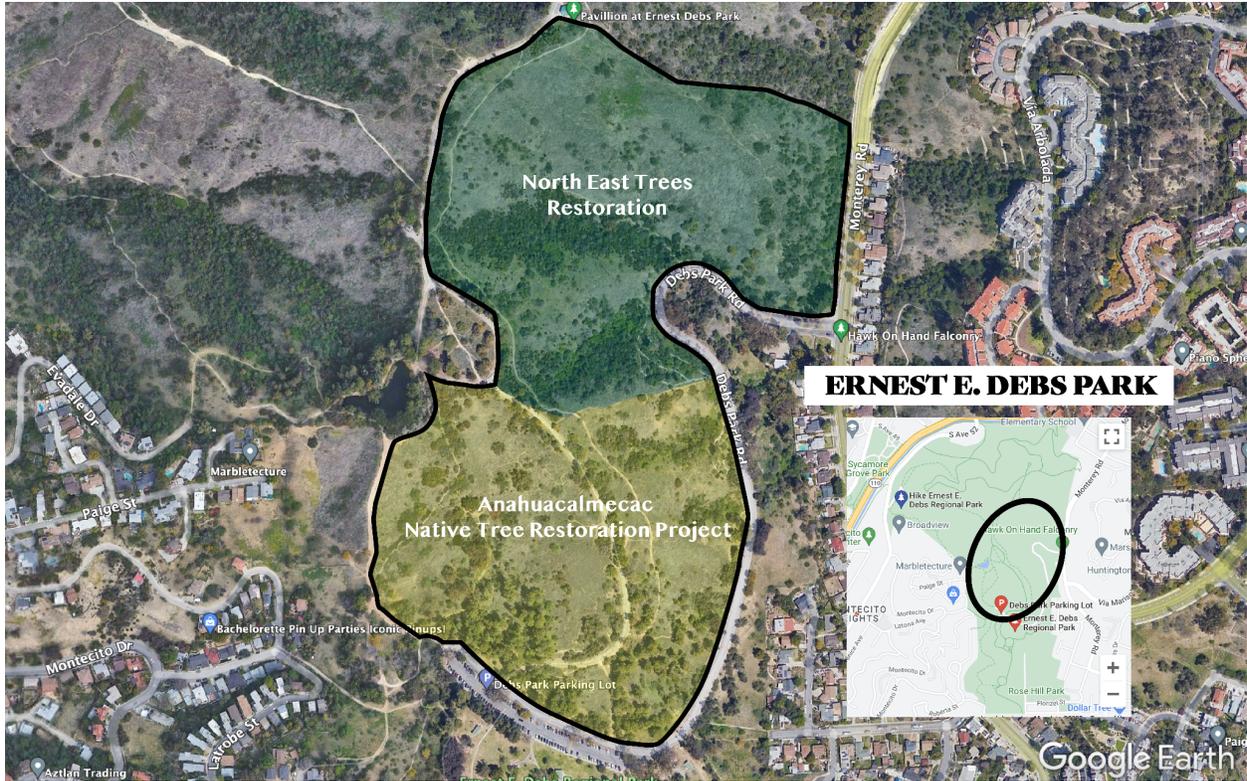
starting in the southernmost portion of the ATRP zone and working northward through existing trails.

- i. Student classes that are not planting will wait for their turn in the Debs Park picnic area outlined in Figure 1. These students will be engaged in environmental and Indigenous workshop activities such as basket-weaving, natural material dyeing, traditional dance, and environmental painting.
- c. Community Tree planting Ceremony: Planting groups of 20-30 people, accompanied by a TreePeople, Anahuacalmecac, and/or North East Trees guide, will be created to space out and limit human impact off-trail at all given times.
 - i. A total of 150 people will be expected, including Anahuacalmecac staff, students and partners.

Figure 1. The southernmost portion of ATRP reforestation boundary in red and main gathering area in Debs Park outlined in white



Figure 2. Urban Tree Reforestation Zone (separated by NET and ATRP ROE)



Planting Logistics and Tree Seedling Details

Ernest E. Debs Trees

- a. 250 tree seedlings will be planted on **January 13th** (tentative, based on RAP agreement) by Anahuacalmecac students and staff
- b. 250 tree seedlings will be planted on **January 14th** (tentative, based on RAP agreement) event with tribal, environmental, and community members/partners.
- c. **January 15th** will be planned as a contingency day if seedlings are not finished being planted.

500 Trees					
Traditional Name & Common Name	Count	Latin Name	Adult tree size	Water	Slope
Takápe Wáshut -	300	<i>Juglans californica</i>	50 - 75 ft tall, 50 - 75 ft wide	-Watering 1-2 times a week (first 3 months) -Watering 1-2 times a	South and East facing slopes

Southern California Black Walnut				month (up to 2 years)	
Wét - Coast Live Oak	120	<i>Quercus agrifolia</i>	25 - 82 ft tall, 15 - 35 ft wide	-Watering 1-2 times a week (first 3 months) -Watering 1-2 times a month (up to 2 years)	Northern slopes and valleys
Toyon	50	<i>Heteromeles arbutifolia</i>	6 - 30 ft tall, 10 - 15 ft wide	-Watering 1-2 times a week (first 3 months) -Watering 1-2 times a month (up to 2 years)	Slopes to increase stabilization
Huukat - Blue Elderberry	30	<i>Sambucus mexicana</i>	20 - 30 ft tall, 20 - 30 ft wide	-Watering 1-2 times a week (first 3 months) -Watering 1-2 times a month (up to 2 years)	North and East facing slope bottoms

Planting Preparation Logistics for the ATRP

- a. Land-tending: During the months of December and early January, Anahuacalmecac students will begin to monitor restoration success through long-term investigation of plant community structure and phenology. Students will begin by compiling baseline data on the park **before** restoration. Baseline data will consist of geolocating, identifying species, delineating crowns, tree monitoring using HOBO logs, and measuring the DBH of all present trees. Geolocation of planted seedlings will be conducted after planting.
- b. Ceremony: Site to be visited and ceremonially opened by the Gabrielino-Shoshone Tribal Council during November (American Indian Heritage Month) once CEQA process is complete and Anahuacalmecac receives ROE.

Planting Logistics for the ATRP

- a. Planting
 - i. A propagation hole double the width of the seedling's pot will be dug with enough space in relation to other propagation holes and naturalized plants and trees.
 - ii. Right before each seedling is planted, each propagation hole will be filled with water and allowed to drain.
 - iii. Takápe Wáshut (California Black Walnut, *Juglans californica*) in gallon-sized pots will be planted **15 feet apart** from each other. Planting will be prioritized on South and East facing slopes.
 - iv. Wét (Coast Live Oak, *Quercus Agrifolia*) in gallon-sized pots will be planted **30-40 ft apart** from each other in small clusters of 3-4 seedlings. Planting will be prioritized in Northern slopes and valleys.
 - v. Toyon (*Heteromeles arbutifolia*) in gallon-sized pots will be planted **8-10 ft apart**. Planting will be prioritized on slopes to increase soil stabilization and reduce soil erosion.
 - vi. Huukat (Mexican Blue Elderberry, *Sambucus mexicana*) in gallon-sized pots will be planted **4-8 ft apart**.

Water / Maintenance Schedule

a. Watering

- i. From month 1 to month 3, each tree seedling will be watered with **40 gallons of water per month (10 gallons per week)** from January 2023 to April 2023.
- ii. From month 4 to month 12, each tree seedling will be watered with **20 gallons of water per month (10 gallons every other week)** from May 2023 to January 2024.
- iii. From year 1 to year 2, each tree sapling will be watered with **10 gallons of water per month**. Watering once a month will start January 2024 and end January 2025
- iv. From year 2 to year 3, each tree sapling will be watered with **5 gallons of water per month** as needed, at the end of which point seedlings should naturalize.

*Student classes will water seedlings on Wednesdays. The grade level will alternate each outing starting with grade 12 and ending with grade K.

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

STANDARD PROVISIONS FOR CITY CONTRACTS

TABLE OF CONTENTS

PSC-1 Construction of Provisions and Titles Herein..... 1

PSC-2 Applicable Law, Interpretation and Enforcement..... 1

PSC-3 Time of Effectiveness..... 1

PSC-4 Integrated Contract 2

PSC-5 Amendment..... 2

PSC-6 Excusable Delays..... 2

PSC-7 Waiver..... 2

PSC-8 Suspension 3

PSC-9 Termination 3

PSC-10 Independent Contractor 5

PSC-11 Contractor’s Personnel..... 5

PSC-12 Assignment and Delegation 6

PSC-13 Permits..... 6

PSC-14 Claims for Labor and Materials 6

PSC-15 Current Los Angeles City Business Tax Registration Certificate Required 6

PSC-16 Retention of Records, Audit and Reports..... 6

PSC-17 Bonds..... 7

PSC-18 Indemnification 7

PSC-19 Intellectual Property Indemnification 7

PSC-20 Intellectual Property Warranty..... 8

PSC-21 Ownership and License..... 8

PSC-22 Data Protection 9

TABLE OF CONTENTS (Continued)

PSC-23	<u>Insurance</u>	9
PSC-24	<u>Best Terms</u>	9
PSC-25	<u>Warranty and Responsibility of Contractor</u>	10
PSC-26	<u>Mandatory Provisions Pertaining to Non-Discrimination in Employment</u>	10
PSC-27	<u>Child Support Assignment Orders</u>	10
PSC-28	<u>Living Wage Ordinance</u>	11
PSC-29	<u>Service Contractor Worker Retention Ordinance</u>	11
PSC-30	<u>Access and Accommodations</u>	11
PSC-31	<u>Contractor Responsibility Ordinance</u>	12
PSC-32	<u>Business Inclusion Program</u>	12
PSC-33	<u>Slavery Disclosure Ordinance</u>	12
PSC-34	<u>First Source Hiring Ordinance</u>	12
PSC-35	<u>Local Business Preference Ordinance</u>	12
PSC-36	<u>Iran Contracting Act</u>	12
PSC-37	<u>Restrictions on Campaign Contributions in City Elections</u>	12
PSC-38	<u>Contractors' Use of Criminal History for Consideration of Employment Applications</u>	13
PSC-39	<u>Limitation of City's Obligation to Make Payment to Contractor</u>	13
PSC-40	<u>Compliance with Identity Theft Laws and Payment Card Data Security Standards</u>	14
PSC-41	<u>Compliance with California Public Resources Code Section 5164</u>	14
PSC-42	<u>Possessory Interests Tax</u>	14
PSC-43	<u>Confidentiality</u>	15
PSC-44	<u>COVID-19</u>	15
PSC-45	<u>Contractor Data Reporting</u>	15

Exhibit 1 Insurance Contractual Requirements..... **16**

STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
 - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
 - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
 - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
 - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
 - 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
 - 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
 - 8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits 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 **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 an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits 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 **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support Assignment Orders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # _____ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

PSC-38. Contractors’ Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City’s Obligation to Make Payment to Contractor

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

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

PSC-45. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Required Insurance and Minimum Limits

Name: _____

Date: _____

Agreement/Reference: _____

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 (WC) and Employer's Liability (EL)

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability

Products/Completed Operations

Sexual Misconduct _____

Fire Legal Liability _____

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

Professional Liability (Errors and Omissions)

Discovery Period _____

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

Crime Insurance

Other: _____
