

APPROVED

2-15-2017

**BOARD OF RECREATION
AND PARK COMMISSIONERS**

BOARD REPORT

NO. 17-031

DATE February 15, 2017

C.D. 2

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: NORTH WEDDINGTON PARK – DONATION OF A UNIVERSALLY ACESIBLE PLAYGROUND AND RESTROOMS FROM SHANE’S INSPIRATION (PRJ21106); ALLOCATION OF QUIMBY FEES; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1 CLASS 1(1), (14) AND CLASS 11(3), (6) OF THE CITY CEQA GUIDELINES REGARDING MINOR ALTERATIONS TO EXISTING FACILITIES AND THE REPLACEMENT OF MINOR STRUCTURES ACCESSORY TO EXISTING INSTITUTIONAL FACILITIES

AP Díaz	_____	*V. Israel	_____
R. Barajas	_____	N. Williams	_____
H. Fujita	_____		



General Manager

Approved ✓ Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve a proposed Gift Agreement (Agreement) with Shane’s Inspiration, a California public benefit, nonprofit organization, attached hereto as Attachment 1, stipulating the terms and conditions for a donation to the Department of Recreation and Parks (RAP), consisting of the planning, design, purchase, and installation of a Universally Accessible Playground (UAP) and pre-fabricated Americans with Disabilities Act (ADA) compliant restrooms at North Weddington Park (Park), valued at approximately One Million, One Hundred Thousand Dollars (\$1,100,000.00), subject to the approval of the Mayor and of the City Attorney as to form;
2. Accept the Donation subject to the completion and approval of a post-development inspection of the UAP and pre-fabricated ADA compliant restrooms (collectively, “Improvements”) by the RAP Planning, Maintenance and Construction Branch (PMC), and that appropriate recognition be given to the Donor;
3. Approve the naming of the donated playground as “Rocket’s Universe”;
4. Conceptually approve the installation of Donor Recognition Signage in the form of a bronze plaque (22” x 32”), as described herein;
5. Authorize PMC staff to issue a Right-Of-Entry Permit (ROE) to the Donor and their contractors, stipulating the terms and conditions for the installation of the Improvements, including ingress-egress through the Park for access and staging;

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6. Authorize the Department of Recreation and Parks (RAP) Chief Accounting Employee to transfer Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) in Quimby Fees from the Quimby Fees Account No. 89460K-00 to the North Weddington Park Account No. 89460K-NP;
7. Approve the allocation of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) in Quimby Fees from North Weddington Park Account No. 89460K-NP for the Project;
8. Find that the proposed Project is categorically exempt from the California Environmental Quality Act (CEQA), and direct RAP staff to file a Notice of Exemption (NOE);
9. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing a Notice of Exemption;
10. Direct the Board Secretary to transmit the Agreement to the Mayor per Executive Directive No. 3 (Villaraigosa Series), and to the City Attorney for approval as to form;
11. Authorize the Board President and Secretary to execute the proposed Agreement subsequent to all necessary approvals; and
12. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

RAP has been offered a donation from Shane's Inspiration, valued at approximately One Million, One Hundred Thousand Dollars (\$1,100,000.00), consisting of the planning, design, purchase, and installation of a new UAP and pre-fabricated ADA compliant restrooms (collectively referred to herein as "the Donation") at North Weddington Park (Park), located at 10844 Acama Street, North Hollywood, CA 91602, in Council District 2.

Shane's Inspiration has been incorporated since the year 2000 as a California 501(c)(3) nonprofit public benefit corporation (Donor), with the mission of creating inclusive playgrounds and programs that unite children of all abilities and disabilities, in honor of Shane, the child of Catherine Curry-Williams and Scott Williams, who was born with spinal muscular atrophy. The organization has grown throughout the world into a network of sixty-three (63) inclusive playgrounds, with seventy-five (75) playgrounds in development and over forty thousand (40,000) children in over one hundred fifty (150) schools who benefit from the education and outreach programs that they offer.

The Donor will install a UAP through funding secured from private funding sources, including the family of John Taylor "Rocket" Williams, IV, to replace the existing, traditional playground that currently sits on a six thousand (6,000) square foot sand pit. The custom designed UAP play structure and sensory (touch and sound) play elements will accommodate the recreational

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needs of children of all abilities. In addition to the UAP play equipment and sensory elements, the Donation also includes the installation of resilient surfacing for the entire play space with a small quantity of sand for sensory play only, and an expansion of the current playground footprint to the east to allow room for multiple swings; in addition to shade, fencing, and other site amenities such as benches and tables that will be upgraded as part of the Project's design and Improvements.

The Board of Recreation and Park Commissioners (Board), Facility Repair and Maintenance Task Force reviewed and supported the proposed Project's conceptual design plans on February 17, 2016. The Donor subsequently presented the Project to the local community initially on June 8, 2016, during which community input was obtained in order to address community needs and desires related to the replacement of the existing playground equipment. Revisions to the proposed plans were made and then presented to the community again on December 6, 2016, at which point the revised design plans were overwhelmingly accepted by the community.

The Donor's landscape architect prepared the UAP Project Conceptual Design Plans included in the proposed Agreement (Attachment 1) as Exhibit-A, which have been reviewed and approved by the RAP's PMC Branch. In addition to overseeing the coordination of the Project, PMC is also assisting with the planning and design of the pre-fabricated ADA compliant restrooms. Upon PMC's review of the proposed plans, it was determined that the prefabricated ADA compliant restroom that the Donor was contemplating was not sufficient to serve the overall demands of the Park, RAP determined that it would be in the best interest of the Park and the community for a larger prefabricated ADA compliant restroom building to be installed. Based on preliminary cost estimates, RAP identified available funding in the approximate amount of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00), and agreed to contribute such funding towards the proposed Project. This estimated amount of required gap-funding is a result of RAP's desire for a larger restroom building in order to better serve the needs of the community.

Through PMC, RAP will contract with existing on-call contractors already under contract with RAP. RAP shall pay the on-call contractors directly for the portion(s) of the Project funded by RAP's contribution. PMC will issue a Right-Of Entry Permit (ROE) authorizing the Donor and their contractors and subcontractors to access the Project area, including ingress-egress through the Park and certain areas for storage and staging, as illustrated by the Site Map included in the proposed Agreement as Exhibit-C.

Shane's Inspiration will assume sole responsibility for funding the Project in accordance with the Project Budget attached to the proposed Agreement as Exhibit B, and shall contract directly with licensed contractors and vendors, and pay related invoice payments directly to the same. In accordance with the terms and conditions of the proposed Agreement, the Donor shall confirm to RAP in writing prior to commencement of installation activities, that Project funding in the amount of One Million, One Hundred Thousand Dollars (\$1,100,000.00) is secured and available for Project implementation.

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Pursuant to the Donor's request, and in accordance with the RAP Naming Policy which allows RAP to consider naming proposals for park amenities in recognition of substantial contributions from outside entities, subject to approval by the Board, and requiring that "a donation, gift, sponsorship, and/or other contribution from an outside entity that presents a decisive benefit and shows a direct connection to a Park Asset and serves the interests of the City and its residents"; it is recommended that the Board consider naming the UAP, "Rocket's Universe". This generous gift is being provided in honor of John Taylor "Rocket" Williams IV, who unfortunately suffered from Congenital Disorders of Glycosylation (CDG) and passed away at a very young age as a toddler in 2008. On behalf of the family of John Taylor "Rocket" Williams IV, who have generously funded this important Project, Shane's Inspiration is honored to present this gift of a new inclusive playground area to the City of Los Angeles.

It is recommended that the Board conceptually approve the installation of recognition signage in the form of a bronze plaque (22" x 32"), in accordance with the RAP Sponsorship Recognition Policy that reads as follows:

CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
THANKS AND ACKNOWLEDGES
THIS GIFT FROM THE FAMILY OF
JOHN TAYLOR "ROCKET" WILLIAMS IV

PROJECT FUNDING

Upon approval of this report, Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) in Quimby Fees from the Quimby Fees Account No. 89460K-00 can be transferred to the North Weddington Park Center Account No. 89460K-NP and allocated to the Project.

These Quimby Fees were collected within five (5) miles of North Weddington Park, which is the standard distance for the allocation of the Quimby Fees to community recreational facilities pursuant to Los Angeles Municipal Code Section 12.33 E.3.

FUNDING SOURCE MATRIX

Source	Fund/Dept/Acct	Amount	Percentage
Donation	N/A	\$1,100,000.00	83%
Quimby Fees	302/89/89460K-NP	\$ 225,000.00	17%
Total		\$1,325,000.00	100%

PROJECT CONSTRUCTION

RAP Staff has determined that sufficient funding has been identified for the construction of the Project. Construction of this Project is currently anticipated to begin in March 2017.

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ENVIRONMENTAL IMPACT STATEMENT

The proposed Project consists of exterior alterations to an existing facility with negligible or no expansion of use of the issuance of a Right-Of-Entry Permit, and of the placement of play equipment, benches, tables, fence, shading, and pre-fabricated restrooms in an existing institutional facility. Therefore, RAP staff recommends that the Board determine that the proposed Project is categorically exempt without exception from the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1 (1), (14) and Class 11 (3), (6) of the City CEQA Guidelines.

FISCAL IMPACT STATEMENT

Approval of the proposed Agreement and acceptance of the associated Donation will have no adverse financial impact on RAP's General Fund, as the planning, design, purchase, and installation of the Improvements will be funded primarily by the Donor, and RAP's contribution of funding will be through available Quimby funding. The future annual maintenance of the Improvements is estimated at approximately Ten Thousand Dollars (\$10,000.00), and will be funded through the RAP annual budget process, as maintenance of the existing playground and restrooms is currently being performed under the current budget of Eighteen Thousand, Two Hundred Four Dollars and Sixty Cents (\$18,204.60), for North Weddington Park. The current cost to maintain the outdoor sand is Eight Thousand, Two Hundred Twenty-Two Dollars and Seventy-Six Cents (\$8,222.76). This cost will be reduced following the completion of the Project, considering that the outdoor sand will be replaced by resilient surfacing and only a small amount of sand will be used for sensory play.

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

LIST OF ATTACHMENT(S)

- 1) Proposed Gift Agreement

**AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND
SHANE'S INSPIRATION
FOR THE INSTALLATION OF A UNIVERSAL ACCESS (INCLUSIVE) PLAYGROUND AND
PREFABRICATED ADA COMPLIANT RESTROOMS
AT NORTH WEDDINGTON RECREATION CENTER**

THIS AGREEMENT ("AGREEMENT") is entered into this ____ day of _____, 20____, ("EFFECTIVE DATE") by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners ("CITY") and Shane's Inspiration, a California non-profit organization ("FOUNDATION"). CITY and FOUNDATION may be referred to herein individually as "PARTY," or collectively as "PARTIES."

WHEREAS, CITY, through its Department of Recreation and Parks ("RAP") operates and maintains real property commonly known as North Weddington Recreation Center ("PARK"), located at 10844 Acama Street, North Hollywood, CA 91602; and,

WHEREAS, CITY desires to promote and enhance recreational play among youth in Los Angeles that is inclusive of all physical abilities, by providing recreational opportunities for physically challenged youth and children through the installation of Universal Access Play Areas and other related amenities at parks and recreational facilities; and,

WHEREAS, FOUNDATION has been incorporated since the year 2000 as a California 501(c)(3) nonprofit public benefit corporation, with the mission of creating inclusive playgrounds and programs that unite children of all disabilities, in honor of Shane, the child of Catherine Curry-Williams and Scott Williams who was born with spinal muscular atrophy; and,

WHEREAS, the organization has grown throughout the world into a network of sixty-three (63) inclusive playgrounds, with seventy-five (75) playgrounds in development, and over forty thousand (40,000) children in over one hundred fifty (150) schools who benefit from the education and outreach programs that they offer; and,

WHEREAS, FOUNDATION, through funding provided by the family of John Taylor "Rocket" Williams IV, has offered and agreed to fund the planning, design, purchase, and installation of a Universally Accessible Playground (UAP) and prefabricated Americans with Disabilities Act (ADA) compliant restrooms ("IMPROVEMENTS") at the PARK, pursuant to project plans and specifications mutually approved by PARTIES, and will enter into contract(s) directly with licensed contractor(s), subcontractors, and/or vendors (collectively, "CONTRACTORS"), for the purchase, design, and installation of the IMPROVEMENTS, at no cost to CITY; and,

WHEREAS, IMPROVEMENTS shall generally consist of the redesign of the existing play area, removal of existing playground equipment, replacement of existing sand with resilient surfacing, installation of new universally accessible play equipment and ancillary amenities, and installation of prefabricated ADA compliant restrooms as described more fully in Section 3 below, pursuant to plans and specifications ("PLANS") approved by the RAP Planning, Maintenance and Construction Branch (PMC) in accordance with the terms and conditions of this AGREEMENT; and,

WHEREAS, RAP upon review of the proposed IMPROVEMENTS determined that the size of the prefabricated ADA compliant restroom being proposed within the project budget is not sufficient to properly serve the needs of the PARK and its visitors, further determined that it would be in the best interest of the PARK and park-goers, to contribute funding in the amount of approximately Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) towards the project so that a larger prefabricated ADA compliant restroom building could be installed, to better serve the community as a whole; and,

WHEREAS, FOUNDATION has agreed to donate the major portion of the project as a gift to the CITY, the completed IMPROVEMENTS ("GIFT"), estimated in value up to One Million, One Hundred Thousand Dollars (\$1,100,000.00); and,

WHEREAS, CITY has agreed to accept this GIFT upon completion of the IMPROVEMENTS, subject to completion and approval of a post-development inspection of the UAP and prefabricated ADA compliant restrooms by PMC as provided for herein.

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

1. PARTIES

FOUNDATION: Shane's Inspiration
15213 Burbank Boulevard
Sherman Oaks, CA 91411

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

2. FUNDING:

Prior to the commencement of any refurbishment and/or installation activities, FOUNDATION shall confirm to RAP in writing that all necessary funding to ensure the completion of the IMPROVEMENTS has been secured. It is understood that FOUNDATION has funding secured in the amount of One Million, One Hundred Thousand Dollars (\$1,100,000.00) for purposes stipulated in this AGREEMENT.

RAP has agreed to contribute funding in the approximate amount of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00) to be paid directly to "on-call" contractors already under contract with RAP. It is understood by PARTIES that this contribution of gap-funding by RAP is in response to RAP's desire for a larger restroom building that will better serve the needs of the community, than would the previously planned, prefabricated ADA compliant building contemplated under the original conceptual design.

3. CONSTRUCTION OF IMPROVEMENTS:

Subject to the termination and other provisions set forth in this AGREEMENT, FOUNDATION shall contract directly with CONTRACTORS for the purchase, design, and installation of the IMPROVEMENTS, including coordination of related work with such CONTRACTORS hired by FOUNDATION, subject to project oversight by PMC.

IMPROVEMENTS, as described by the Project Conceptual Design and Project Cost Estimate, attached hereto and incorporated herein by reference as Exhibit-A and Exhibit-B, respectively, shall be performed in accordance with the following guidelines and requirements. FOUNDATION shall pay all costs associated with the design and installation of the IMPROVEMENTS.

A. Design and Location:

- (i) IMPROVEMENTS shall be installed in accordance with the Project Conceptual Design depicted in Exhibit-A of this AGREEMENT, within the designated area of the PARK where the existing play area and restroom are located ("PREMISES"), as illustrated on the attached Site Map attached hereto and incorporated herein by reference as Exhibit-C; pursuant to the terms and conditions of a Right-Of-Entry permit ("ROE") issued by PMC authorizing FOUNDATION and/or CONTRACTORS to access the PREMISES and PARK for purposes of installing the IMPROVEMENTS, including any necessary areas for staging and storage in coordination with PMC.
- (ii) FOUNDATION agrees to obtain prior written approval from RAP for any subsequently proposed modifications, additions, or changes to the design or location of the IMPROVEMENTS.

B. Installation of IMPROVEMENTS:

- (i) RAP shall issue, or has issued, an ROE authorizing access to the PREMISES and PARK for the performance of installing the IMPROVEMENTS, including ingress-egress and use of certain areas for staging and storage, subject to prior coordination with RAP staff on-site.
- (ii) IMPROVEMENTS shall consist of the design of a new universal access play area, removal of existing playground equipment and sand, renovation of the playground's existing six thousand (6,000) square foot sand pit to include custom play structure(s) and sensory (touch and sound) play elements; expansion of the existing playground footprint to the north to allow room for multiple swings; installation of resilient surfacing for the entire play space with a small quantity of sand for sensory play only; replacement of benches and tables; and installation of prefabricated ADA compliant restrooms, as illustrated herein by Exhibit-A;
- (iii) FOUNDATION and CITY have jointly approved the above scope of work pursuant to approved PLANS.
- (iv) FOUNDATION and CONTRACTORS shall be the lead agency(s) with respect to overseeing the completion of the IMPROVEMENTS, including the completion of environmental clearances and any other permits required by law, subject to coordination with and oversight by PMC. All costs and filing of documents required for obtaining said clearances, approvals and authorizations, shall be borne by FOUNDATION.
- (v) PARTIES shall jointly approve any and all change orders related to the design and/or installation of the IMPROVEMENTS. FOUNDATION shall provide CITY

advanced notification and copies of all change order requests prior to any approvals or related action.

- (vi) FOUNDATION agree to provide RAP with approved "As-Built" plans (if applicable) within thirty (30) days from the Notice of Completion.
- (vii) RAP shall contract with and pay related invoices up to the estimated amount of approximately One Hundred Seventy-Five, Thousand Dollars (\$175,000.00), directly to the on-call contractors performing the IMPROVEMENTS.

C. RAP Access to IMPROVEMENTS:

RAP shall have access to PARK and IMPROVEMENTS in the performance of normal operations during performance of the Scope of Work associated with the completion of IMPROVEMENTS. RAP shall take all necessary precautions to ensure that such access does not interfere with Scope of Work activities.

D. Hazardous Materials:

Except for fuels, lubricants and products associated with equipment and/or maintenance-related substances, FOUNDATION and CONTRACTORS will not cause or allow the presence, use, storage, or disposal of any hazardous substances on or about PARK without prior written consent of RAP. In the event of spillage, leakage, or escape of any hazardous substance onto the PARK, FOUNDATION and CONTRACTORS shall immediately notify RAP.

If spillage, leakage, or escape of hazardous substances was caused by FOUNDATION or CONTRACTORS, FOUNDATION or CONTRACTORS shall promptly remove or cause to be removed, to the satisfaction of RAP, any such substance from the affected area. In addition to any costs associated with the removal of such hazardous substances, FOUNDATION shall also be responsible for reimbursing RAP for any cost or expense that RAP may have incurred due to said spillage, leakage, or escape of any hazardous substances, in accordance with any federal, state, local or other authoritative agency's laws and regulations. Notwithstanding the foregoing, FOUNDATION shall have no responsibility regarding any spill, leak, or escape associated with any of RAP's actions on or adjacent to the PARK.

4. POST CONSTRUCTION

- A. Upon completion of construction, RAP shall conduct a Post-Development Inspection to ensure that the IMPROVEMENTS have been developed pursuant to the approved Scope of Work and in compliance with the terms and conditions of this AGREEMENT.
- B. Following the RAP's acceptance of the completed IMPROVEMENTS and subsequent to opening of the IMPROVEMENTS to the public, FOUNDATION shall have no involvement, whether financial or otherwise, with the use, operation, maintenance, landscaping, repair, insurance, programming or modifications of IMPROVEMENTS.

- C. It is understood by PARTIES that the IMPROVEMENTS shall generally be open to the members of the public free of charge, subject to local rules, regulations, ordinances, and laws which may include provisions related to hours of operation, age limits, acknowledgement of risk by users the IMPROVEMENTS, and the prohibition of alcohol and illegal drugs.
- D. It is also understood by PARTIES that there shall generally be no limit to the use of the IMPROVEMENTS to any select group of persons; however, RAP may issue permit(s) for the use of the IMPROVEMENTS by members of a particular group or organization for limited periods of time.
- E. IMPROVEMENTS shall be maintained by RAP in accordance with established standards.

5. TERM AND TERMINATION

- A. The term of this AGREEMENT ("TERM") shall commence upon the EFFECTIVE DATE stipulated on page one of this AGREEMENT. Except for the continuing obligations of CITY set forth in this AGREEMENT (such as maintenance of IMPROVEMENTS), and unless otherwise terminated pursuant to the terms and conditions contained herein, this AGREEMENT shall expire one (1) year from the EFFECTIVE DATE of this AGREEMENT, or upon acceptance of the completed IMPROVEMENTS by RAP (or CITY?) following the post development inspection, whichever occurs first. Any amendment, extension, or modification to this AGREEMENT shall be executed pursuant to the written mutual agreement of PARTIES, with prior approval by the City Attorney and final approval by the Board of Recreation and Park Commissioners ("BOARD").
- B. FOUNDATION may terminate this AGREEMENT, in their sole discretion, immediately upon written notice to RAP, and shall not be liable to RAP for any reason for terminating this AGREEMENT if:
 - (i) CITY uses, or authorizes use of the IMPROVEMENTS in any way restricted by this AGREEMENT;
 - (ii) The IMPROVEMENTS scope of work has not begun within six (6) months from the EFFECTIVE DATE due to delays caused directly by RAP;
 - (iii) The IMPROVEMENTS and/or PARK cease to be owned or operated by CITY, or CITY changes the use of the IMPROVEMENTS or PARK, or CITY changes or restricts public access to the IMPROVEMENTS;
 - (iv) In the FOUNDATION's sole opinion, IMPROVEMENTS or the activities held thereon, are determined to be harmful, degrading or diluting to the reputation of FOUNDATION, the FOUNDATION's name, or that of their affiliates;
 - (v) FOUNDATION, prior to the commencement of construction, is unable to obtain all funding required to pay for the completion of the IMPROVEMENTS; or
 - (vi) CITY materially breaches any term or condition of this AGREEMENT.

- C. This AGREEMENT shall be terminated if either PARTY ceases to conduct its business or shall make any involuntary assignment of either its assets or its business for the benefit of creditors; or if a trustee or receiver is appointed to administer or conduct the party's business affairs; or, if any insolvency proceedings are conducted against a party and are not terminated or dismissed within forty-five (45) days, then the other party may terminate this AGREEMENT with immediate effect upon written notice to such party.

6. PUBLICITY

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

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

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

“In collaboration with the City of Los Angeles
Department of Recreation and Parks”

7. USE OF MARKS

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

8. NAME AND SIGNAGE

- A. At the sole discretion of CITY, IMPROVEMENTS shall be officially named “Rocket's Universe” as requested by FOUNDATION and approved by the BOARD in accordance with RAP policy.
- B. FOUNDATION shall be recognized for their generosity through appropriate signage at the UAP in the form of a bronze plaque not to exceed 22” x 32” in size, acknowledging the GIFT, and conceptually conveying the following message mutually approved by PARTIES and the BOARD in accordance with RAP Policy:

CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS
THANKS AND ACKNOWLEDGES
THIS GIFT FROM THE FAMILY OF
JOHN TAYLOR “ROCKET” WILLIAMS, IV

- C. FOUNDATION shall have the right (but not the obligation) to place and remove its own logo(s) and/ or trademark(s) on or around the IMPROVEMENTS, subject to the prior approval of RAP pursuant to RAP policy and procedures.

- D. CITY shall maintain the right to use the name of the IMPROVEMENTS in conducting RAP operations and events. For purposes of clarification, CITY shall have no right to use the FOUNDATION name in any manner that suggests FOUNDATION is a sponsor or co-sponsor of any daily operations or events at the IMPROVEMENTS to which they are not affiliated or sponsoring. No other company, entity or individual's name shall be used in connection with IMPROVEMENTS during the TERM, without RAP's prior written approval.
- E. CITY shall, upon the expiration or termination of this AGREEMENT, cease and desist from all use of the FOUNDATION name and other intellectual property of FOUNDATION, in any way (including without limitation removal from all signage related to the IMPROVEMENTS).

9. FILMING

It is the policy of the City of Los Angeles (LA City) to facilitate the use of LA City properties as film locations when appropriate. RAP has established a Park Film Office to coordinate the use of PARK for film production purposes. All fees for use of PARK by film production companies shall be established and collected in accordance with LA City and RAP policies. FOUNDATION shall not charge any fees for film production conducted on the Premises. The Park Film Office may be reached at (323) 644-6220 for further information and requirements.

10. REPRESENTATIONS AND WARRANTIES

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

11. INDEMNIFICATION

Each of the PARTIES agree to defend, indemnify and hold the other harmless from all loss, expense or liability for injury or death to persons and for damage, actual or alleged, to tangible property arising out of or resulting from the acts or omissions of the indemnifying PARTY, or any other person subject to supervision or control by the indemnifying PARTY, in the performance of this AGREEMENT.

In the event of third-party loss caused by the negligence, wrongful act or omission of more than one PARTY, each PARTY hereto shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed between them or may be judicially determined.

12. INSURANCE

A. Insurance by FOUNDATION and Contractor(s) hired by FOUNDATION

FOUNDATION and/or CONTRACTOR hired by FOUNDATION shall be insured as a requirement of this AGREEMENT in the amount of coverage(s) specified on Form 146R attached hereto and incorporated herein as Exhibit-D, and shall additionally insure the City of Los Angeles for the same coverage amounts. FOUNDATION and/or CONTRACTOR shall maintain during the term of this AGREEMENT, evidence of insurance acceptable to City Administrative Officer, Risk Management, prior to the performance of this AGREEMENT.

B. City Self-insurance

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

C. Adjustment of Insurance Levels

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

D. Bonds

As determined by the RAP Planning, Maintenance and Construction Branch (PMC), RAP may require, at its sole discretion, that prior to the initiation of any construction or installation activities for any development phase of the IMPROVEMENTS, FOUNDATION is to file with CITY a surety bond and/or performance bond, reasonably satisfactory to CITY, in amounts specified in advance by CITY and for purposes noted below.

If such a bond is required, it must be executed by a corporate surety ("SURETY"), licensed and/or authorized to issue such bonds in the State of California. FOUNDATION and/or CONTRACTOR, employee or agent of FOUNDATION, involved in the development of the IMPROVEMENTS will pay all bond premiums, costs, and incidentals. The bond must be executed by the FOUNDATION, CONTRACTORS, and SURETY; the signature of the authorized SURETY agent must be notarized. In the event a bond is required, FOUNDATION will provide an amount equal to one hundred percent (100%) of the construction contract price in order to satisfy potential claims of material suppliers and of mechanics and laborers employed in the construction of the IMPROVEMENTS. The bond is to be maintained in full force and effect until the work as shown on the approved PLANS is substantially completed and accepted by FOUNDATION and CITY, and until all claims for materials and labor are paid.

In the event the bond becomes insufficient, FOUNDATION and/or CONTRACTOR shall make the bond sufficient within ten (10) business days following receipt of notice from CITY. Should SURETY become unsatisfactory to CITY, notice shall be

given to FOUNDATION to that effect. Changes in the scope of work or extensions of time made pursuant to any construction contract do not release FOUNDATION and/or CONTRACTORS from their bond obligations.

13. LIMITATIONS OF LIABILITY

The PARTIES understand and agree that this AGREEMENT sets forth the intent of the parties but does not guarantee that IMPROVEMENTS will be constructed.

14. BOOKS AND RECORDS

FOUNDATION and CITY shall maintain records, including records of financial transactions, pertaining to the performance of this AGREEMENT, in their original form, in accordance with requirements prescribed by CITY and FOUNDATION. These records shall be retained for a period of the lesser of three (3) years after termination of this AGREEMENT or ten (10) years from the date of the record. Said records shall be subject to examination and audit by authorized CITY or FOUNDATION personnel or by their representative(s) at any time during the TERM of this AGREEMENT, or within the three years following the termination date of this AGREEMENT.

15. GENERAL

- A. This AGREEMENT sets forth the entire understanding of the PARTIES hereto, with respect to the subject matter hereof. There are no other representations, understandings, or agreements between the PARTIES relative to such subject matter. Any variation or amendment to this AGREEMENT shall be in writing and signed by all PARTIES.
- B. Nothing herein contained shall constitute a partnership or joint venture by the PARTIES of this AGREEMENT. This AGREEMENT is not intended for the benefit of any non-party.
- C. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California, without regard to its principles of conflicts of law. PARTIES consent to the sole and exclusive jurisdiction and venue in the Federal or State courts in Los Angeles County, California, and agree that all disputes based on or arising out of this AGREEMENT shall only be submitted to and determined by said courts, which shall have sole and exclusive jurisdiction.
- D. Any notices required to be given under this AGREEMENT shall be sent by courier and addressed to the PARTIES as follows:

CITY: City of Los Angeles
 Department of Recreation and Parks
 3900 Chevy Chase Drive
 Los Angeles, CA 90039

Attention: Partnership Division

Copy To: City of Los Angeles
Department of Recreation and Parks
Planning, Maintenance and Construction Branch
221 North Figueroa Street, Suite 400
Los Angeles, CA 90012

Attn: Assistant General Manager

FOUNDATION: Shane's Inspiration
15213 Burbank Boulevard
Sherman Oaks, CA 91411

Attention: Mr. Brad Thornton
Senior Vice President, Global Project Development

- E. Notices shall be deemed received when delivered by courier. PARTIES may change the person and address to which notice shall be given by giving notice of such change pursuant to the provisions of this AGREEMENT.
- F. The provisions of this AGREEMENT that, by their nature, are intended to survive, shall survive the expiration or earlier termination of this AGREEMENT.
- G. No right, obligation, duty, benefit or promise of this AGREEMENT, or any portion thereof, may be assigned by either party without the express written consent of the other party; provided that the FOUNDATION may assign to an affiliate with prior written consent by CITY.
- H. If any provision of this AGREEMENT is declared or determined to be unlawful, invalid or unconstitutional, that declaration shall not in any manner affect the legality of the remaining provisions, and each provision of this AGREEMENT shall be deemed to be separate and severable from every other provision.

16. RATIFICATION:

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

17. 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: Project Conceptual Design
Exhibit-B: Shane's Inspiration Project Cost Estimate
Exhibit-C: Site Map

Exhibit-D: Insurance Requirements

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

SIGNATURE PAGE TO FOLLOW

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

Executed this _____ day
of _____, 20__

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

By _____
PRESIDENT

By _____
SECRETARY

Executed this _____ day
of _____, 20__

SHANE'S INSPIRATION, a California nonprofit organization

By _____

Title: _____

By _____

Title: _____

Approved as to Form:

Date: _____

MICHAEL N. FEUER,
City Attorney

By _____

DEPUTY CITY ATTORNEY

Exhibit-A
(1 of 2)

Project Conceptual Design

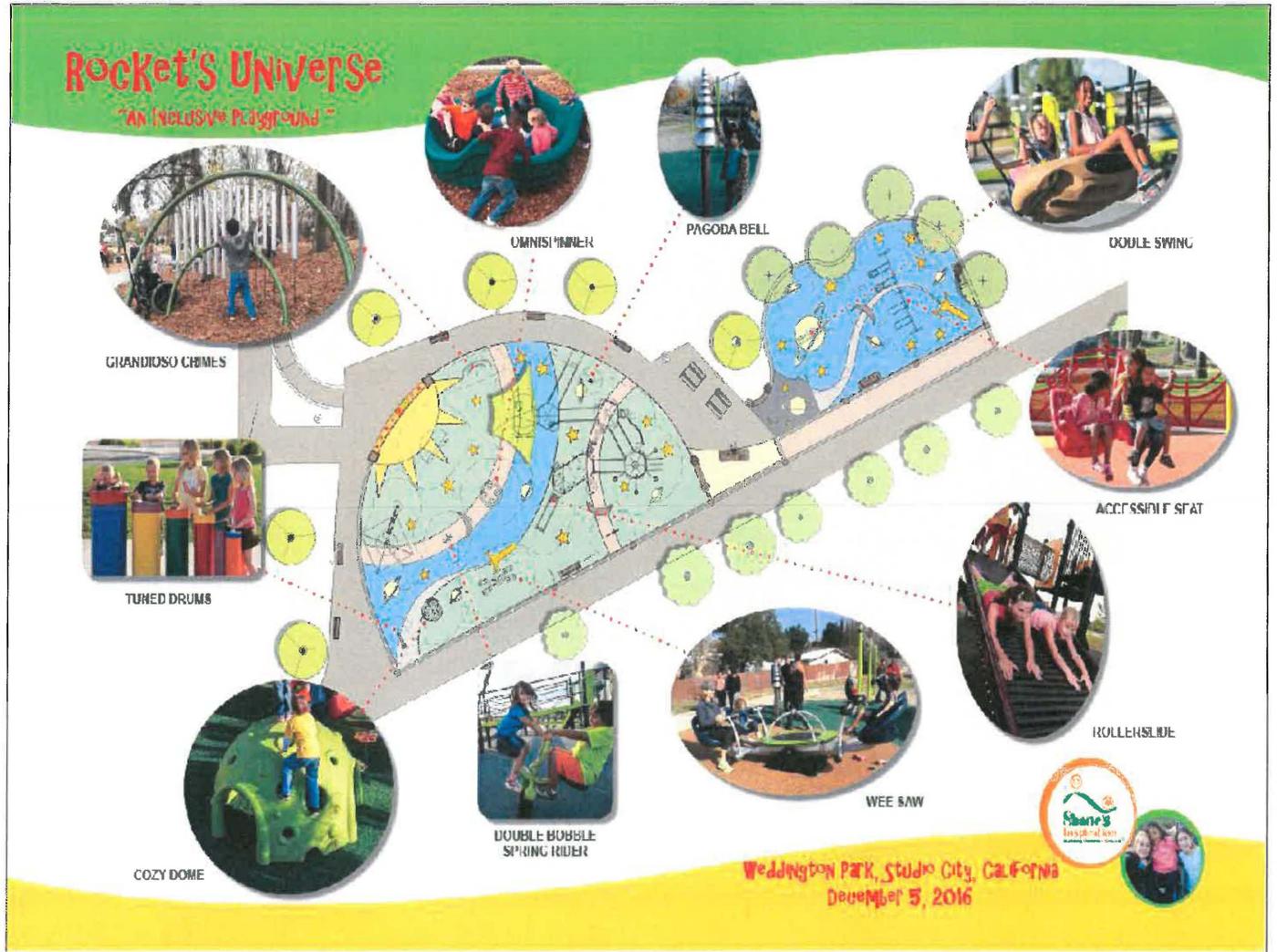


Exhibit-A
(2 of 2)

Project Conceptual Design



Exhibit-B
(1 of 3)

Project Cost Estimate



ROCKET'S UNIVERSE		Preliminary Cost Estimate			9/9/2016
DESCRIPTION					COST
PRE-DESIGN PHASE					
Site Meetings (Rec&Parks/Forestry/Client					\$3,400
Community Meeting					\$3,000
Site Survey					\$4,000
DESIGN PHASE					
Conceptual Design					\$8,000
Design Development					\$15,000
Construction Documents					\$30,000
Design Presentations @ each phase of completion					\$3,600
CONSTRUCTION PHASE					
Pre-construction meeting					\$3,800
Site Layout					
Sub-consultant coordination (Fencing/Signage/Surfacing)					
CONSTRUCTION MANAGEMENT					
Concrete Form Approvals					\$4,200
Equipment Layout & Approval					
Fencing Layout & Approval					
Surfacing Layout					
Surfacing Graphics					
ADA Site Evaluation					
Construction Meetings					
Total Soft Costs					\$75,000
BUILDING CONSTRUCTION					
Restroom					
Utility hook-ups					
ADA Access Ramp					
Parking re-stripe					
Concrete Flatwork Repair					
Area Subtotal					\$ 223,857

Exhibit-B
(2 of 3)

Project Cost Estimate

DESCRIPTION	UNIT	QTY.	UNIT PRICE	EXTENDED PRICE	INSTALLED PRICE
SITE CONSTRUCTION					
Mobilization:	LS	1	\$ 5,000.00	\$ 5,000	\$ 5,000
Storage/Trash Container, Portable Toilet/Wash, Site Layout, Dust/Erosion Control, Final Clean-up					
Demolition:					
Clear and grub existing turf area	SF	3500	\$ 0.25	\$ 875	\$ 875
Remove Play Equipment (per post)	EA	39	\$ 100.00	\$ 3,900	\$ 3,900
Remove Existing Fence (per post)	EA	6	\$ 100.00	\$ 600	\$ 600
Remove section of existing concrete	SF	700	\$ 1.00	\$ 700	\$ 700
Remove Existing Sand	SF	5325	\$ 1.00	\$ 5,325	\$ 5,325
Remove Existing Sump	EA	1	\$ 500.00	\$ 500	\$ 500
Temporary Fencing	LF	678	\$ 15.00	\$ 10,170	\$ 10,170
Construction:					
Rough Grading, Import, Export	SF	3500	\$ 0.65	\$ 2,275	\$ 2,275
Fine Grading	SF				
Install Concrete Ramp w/ Handrail	EA	1	\$6,000	\$ 6,000	\$ 6,000
Safety Audit and Drop Test	EA	1	\$1,500	\$ 1,500	\$ 1,500
Themed Entry Wall with signage	EA	1	\$10,000	\$ 10,000	\$ 14,000
TSTF Signage	EA	2	\$1,620	\$ 3,240	\$ 4,536
4'high Theme Fencing	LF	233	\$ 175	\$ 40,775	\$ 40,775
Modify Irrigation	Allow	1	\$1,500	\$ 1,500	\$ 1,500
Area Subtotal				\$ 92,360	\$ 97,656
Furnish & install 2-12 play area					
Space Themed Play Structure	EA	1	\$136,500	\$ 136,500	\$ 191,100
Moon Balance Beam & Steppers					
Sway Fun Rocket Ship					
Planetary Wall	Ea	1	\$ 40,000	\$ 40,000	\$ 56,000
Space Sand Table	Ea	1	\$ 30,000	\$ 30,000	\$ 42,000
Independent Elements					
Spinning					
Omnispinner	Ea	1	\$ 6,840	\$ 6,840	\$ 9,576
Rocking					
Wee-Saw	Ea	1	\$ 8,875	\$ 8,875	\$ 12,425
Dbl Bobble Spring Rider	Ea	1	\$ 1,675	\$ 1,675	\$ 2,345
Balancing					
Moon Beam/Rock Climbers	Ea	1	\$ 15,300	\$ 15,300	\$ 21,420
Sensory Elements					
Sensory Space Wall	Ea	1	\$ 40,000	\$ 40,000	\$ 56,000
Abacus	Ea	1	\$ 4,500	\$ 4,500	\$ 6,300
Cozy Dome	Ea	1	\$ 3,600	\$ 3,600	\$ 5,040

Exhibit-B
(3 of 3)

Project Cost Estimate

Music Elements					
Pagoda Bell	EA	1	\$3,180	\$ 3,180	\$ 4,452
Contrabass Chimes	EA	1	\$ 4,900	\$ 4,900	\$ 6,615
Tuned Drums	Ea	1	\$2,700	\$ 2,700	\$ 3,780
Rubberized surfacing w/Concrete base	Ea	6,080	\$ 20	\$ 121,600	\$ 121,600
Shanes Welcome Sign	EA	1	\$1,200	\$ 1,200	\$ 1,680
Area Subtotal				\$ 420,870	\$ 540,333
Furnish & install Swing play area					
Swing Bays					
(2) Belt, (2) Bucket, (2) Highback	Ea	1	\$7,800	\$ 7,800	\$ 10,920
Oodle Swing	Ea	1	\$ 4,715	\$ 4,715	\$ 6,601
Rubberized surfacing	SF	3,050	\$20	\$ 61,000	\$ 61,000
Area Subtotal				\$ 73,515	\$ 78,521
Total				\$ 586,745	\$ 1,015,367
				Contractors general conditions 4%	\$ 37,615
				Contingency 5%	\$ 47,018
ESTIMATED CONSTRUCT COST:				\$ 586,745	\$ 1,100,000

Exhibit-C

Site Map



Exhibit-D

Insurance Requirements and Instructions

Form Gen 146 (Rev. 3/09)

Required Insurance and Minimum Limits

Name: Shane's Inspiration's Contractor(s) Date: 01/05/2017

Agreement/Reference: Installation Of A Universal Access Playground at North Weddington Park

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								
<input checked="" type="checkbox"/> Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="text-align: right; border-bottom: 1px solid black;">WC <u>Statutory</u></td> </tr> <tr> <td style="border-bottom: 1px solid black;"> <input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers </td> <td style="text-align: right; border-bottom: 1px solid black;">EL <u>\$1,000,000</u></td> </tr> <tr> <td style="border-bottom: 1px solid black;"><input type="checkbox"/> Jones Act</td> <td></td> </tr> </table>		WC <u>Statutory</u>	<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers	EL <u>\$1,000,000</u>	<input type="checkbox"/> Jones Act			
	WC <u>Statutory</u>								
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers	EL <u>\$1,000,000</u>								
<input type="checkbox"/> Jones Act									
<input checked="" type="checkbox"/> General Liability	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="text-align: right; border-bottom: 1px solid black;"><u>\$1,000,000</u></td> </tr> <tr> <td style="border-bottom: 1px solid black;"> <input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Sexual Misconduct </td> <td></td> </tr> <tr> <td style="border-bottom: 1px solid black;"><input type="checkbox"/> Fire Legal Liability</td> <td></td> </tr> <tr> <td style="border-bottom: 1px solid black;"><input type="checkbox"/></td> <td></td> </tr> </table>		<u>\$1,000,000</u>	<input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Sexual Misconduct		<input type="checkbox"/> Fire Legal Liability		<input type="checkbox"/>	
	<u>\$1,000,000</u>								
<input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Sexual Misconduct									
<input type="checkbox"/> Fire Legal Liability									
<input type="checkbox"/>									
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="text-align: right; border-bottom: 1px solid black;"><u>\$1,000,000</u></td> </tr> </table>		<u>\$1,000,000</u>						
	<u>\$1,000,000</u>								
<input type="checkbox"/> Professional Liability (Errors and Omissions)									
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>									
<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company)									
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Boiler and Machinery									
<input type="checkbox"/> Flood	<input type="checkbox"/> Builder's Risk								
<input type="checkbox"/> Earthquake	<input type="checkbox"/>								
<input type="checkbox"/> Pollution Liability									
<input type="checkbox"/>									
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds	100% of the contract price								
<input type="checkbox"/> Crime Insurance									

Other: _____

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker.)

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

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

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

Insurance industry certificates other than the ACORD 25 may be accepted. **All** Certificates must provide a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on PARK 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.

Acceptable Alternatives to **Acord Certificates and other Insurance Certificates:**

- A **copy of the full insurance policy** which contains a thirty (30) days' cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the CITY.
- **Binders and Cover Notes** are also acceptable as interim evidence for up to 90 days from date of approval.

Additional Insured Endorsements DO NOT apply to the following:

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

- Professional Liability insurance.

Completed **Insurance Industry Certificates other than ACORD 25 Certificates** can be sent electronically (CAO.insurance.bonds@lacity.org) or faxed to the Office of the City Administrative Officer, Risk Management (213) 978-7616. **Please note that submissions other than through Track4LATM will delay the insurance approval process as documents will have to be manually processed.**

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

4. Renewal When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate through **Track4LA™** at <http://track4la.lacity.org> or submit an Insurance Industry Certificate or a renewal endorsement as outlined in Section 3 above. If your policy number changes you must also submit a new Additional Insured Endorsement with an Insurance Industry Certificate.

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

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

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

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

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

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

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