

APPROVED

MAR 06 2019

BOARD REPORT

BOARD OF RECREATION AND PARK COMMISSIONERS

NO. 19-046

DATE March 6, 2019

C.D. 11

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: VENICE BEACH – AGREEMENT WITH THE LOS ANGELES PARKS FOUNDATION AND THERMOLIFE INTERNATIONAL, LLC FOR THE REFURBISHMENT OF THE MUSCLE BEACH VENICE WEIGHT PEN THROUGH FUNDING PROVIDED BY THERMOLIFE INTERNATIONAL, LLC., AND ACCEPTANCE OF SUCH IMPROVEMENTS AS A GIFT TO THE CITY OF LOS ANGELES; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(12) [OUTDOOR LIGHTING AND FENCING], CLASS 1(13) [INTERNAL MODIFICATIONS WITHIN THE LARGER ENVIRONMENT OF PARKS OR RECREATION CENTERS], CLASS 11(1) [ON-PREMISES SIGNS] OF CITY OF LOS ANGELES CEQA GUIDELINES.

A.P. Diaz \_\_\_\_\_ V. Israel \_\_\_\_\_
R. Barajas \_\_\_\_\_ S. Piña-Cortez \_\_\_\_\_
H. Fujita \_\_\_\_\_ \*N. Williams NDW

Neil D Williams
General Manager

Approved X Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_
With Amendments

RECOMMENDATIONS

- 1. Approve the proposed project to refurbish the Muscle Beach Venice weight pen at Venice Beach Recreation Center through a donation from ThermoLife International, LLC. to the Los Angeles Parks Foundation (LAPF) in the amount of Five Hundred Thousand Dollars (\$500,000.00) (Donation), subject to the terms and conditions of the proposed gift agreement (Agreement) with the Los Angeles Parks Foundation (LAPF) and pursuant to the scope of work (Project) included in said Agreement as Exhibit-B;
2. Approve the proposed Agreement attached hereto as Attachment 1, between the City of Los Angeles, LAPF, a California non-profit corporation, and ThermoLife International, LLC for acceptance of the gift of the proposed Project improvements to the Muscle Beach Venice weight pen funded by the Donation, as further described herein and subject to the approval of the Mayor, City Council, and City Attorney; provided the proposed Agreement be modified to reflect that the form of final recognition signage be subject to approval by the Board of Recreation and
3. Approve the proposed recognition signage and other forms of recognition as set forth in the Agreement and as illustrated by the Recognition Signage Renderings attached to the Agreement as Exhibit C; Park Commissioners;
4.3. Find that the proposed Project is exempt from the provisions of the California

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Environmental Quality Act (CEQA);

4. Authorize the Recreation and Parks (RAP) 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;
5. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed Agreement, to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series) and concurrently to the City Attorney for review as to form;
6. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Board Report; and
7. Authorize the Board President and Secretary to execute the proposed Agreement subsequent to all necessary approvals.

### SUMMARY

ThermoLife International, Inc. (ThermoLife), a leading manufacturer in the sports nutrition and supplement industry, has made a generous offer to refurbish the iconic weightlifting pen (Weight Pen) at Muscle Beach Venice (MBV) at Venice Beach, through a donation to the Los Angeles Parks Foundation (LAPF) in the amount of Five Hundred Thousand Dollars (\$500,000.00) (Donation). The Donation will essentially fund the purchase and installation of various improvements to the Weight Pen located within the Venice Beach Recreation Center. Venice Beach Recreation Center is located at 1800 Ocean Front Walk, Venice, CA 90291. This 178-acre recreation facility provides a variety of services and programs to the surrounding community, including basketball, handball, paddle tennis, a bike path, a skate park, and a sand volleyball court, but most particularly the weightlifting area commonly known as "Muscle Beach Venice". Venice Beach's Ocean Front Walk, commonly referred to as "the Boardwalk", is also home to many retail shops, restaurants, public art displays and sales, street performers, and personal service providers. Along with Disneyland and Disney World, Venice Beach is one of the most popular tourist attractions in the United States.

Founded by President and CEO Mr. Ron Kramer in 1998, ThermoLife has existed for approximately twenty (20) years, with its corporate office in Arizona and Muscle Beach Nutrition retail store on Ocean Front Walk (OFW), directly adjacent to the Weight Pen. Since its inception, ThermoLife has worked to establish itself as an innovator in the nutrition and supplement industry, creating an array of "Muscle Beach Nutrition" products focused on the body-building market. Consequently, Mr. Kramer has a vested interest in MBV and OFW, and has made various investments and worked to improve the environment along OFW and at MBV, with the installation of security cameras around the perimeter of ThermoLife's retail store (front and rear) which are intended primarily for ThermoLife's security but also complement City of Los Angeles (City) installed surveillance systems, and indirectly contribute to the security of OFW and MBV. Through a previous donation to the LAPF in 2012, and out of concern regarding an ongoing

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problem at the time of excessive litter around his business and associated potential health risks to the public, which was contributing to a negative public perception of OFW, ThermoLife funded the purchase and installation of three (3) “Big Belly” trash containers along OFW near and around MBV, valued at approximately fourteen thousand, four hundred-fifty dollars (\$14,450.00). This current, proposed donation is another one of Mr. Kramer’s efforts to improve the image of OFW and Venice Beach.

The ThermoLife Donation will be used by LAPF to purchase and install new and improved weightlifting equipment and apparatuses, fabricate and install new roll-up steel doors at the MBV building, install new wire-mesh fencing with new fence posts and rails, replace rubber flooring throughout the Weight Pen, and other ancillary improvements (collectively, “Improvements”), as more fully described by the attached Scope of Work and Cost Estimates attached to the proposed Agreement as Exhibit-B; all collectively estimated in value at approximately four hundred forty-seven thousand, twenty-seven dollars (\$447,027.00). In addition to the various aforementioned Project costs, the Cost Estimate and Budget also includes a five percent (5%) LAPF Administration Fee to be paid to the LAPF through the Donation, bringing the estimated total Project cost to Four Hundred Seventy-Two Thousand, Twenty-Seven Dollars (\$472,027.00).

Under the oversight of RAP’s Venice Beach Superintendent, and in coordination with LAPF, the proposed Project and associated cost estimates have been reviewed and approved by RAP and ThermoLife. LAPF has agreed to contract directly with selected vendors and contractors, and manage the project in coordination with RAP, ensuring that the improvements are performed in accordance with RAP standards and in accordance with the approved plans and the proposed Agreement.

In appreciation of this generous gift of Weight Pen Improvements (Gift) from ThermoLife, in accordance with the RAP Sponsorship Recognition Policy (June 2013), RAP proposes to recognize and thank ThermoLife for its contributions toward the Project improvements through the installation of recognition signage (Recognition) on fencing around the perimeter of the Weight Pen. Renderings of the proposed recognition signs are attached to the proposed Agreement as Exhibit-C. With the Board’s acceptance of the Gift and approval of said Recognition, such signage will remain in place throughout the term of the Agreement, which shall expire on July 1, 2027. In addition, RAP has agreed to waive the annual fee and provide ten (10) complimentary Muscle Beach Venice annual membership passes to ThermoLife, each year for a period of ten (10) years, subject to RAP application and membership requirements, rules, and protocols.

### ENVIRONMENTAL IMPACT STATEMENT

The proposed action consists of an agreement between the RAP, LAPF and ThermoLife International, LLC for internal modifications within Muscle Beach Venice, the replacement of external fencing and the installation of on premise signs. As such, RAP staff recommends the Board determines the action is exempt from the provisions of CEQA pursuant to Article III, Class

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1(12), Class 1(13) and Class 11(1) of City of Los Angeles CEQA guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk upon Board's approval.

FISCAL IMPACT STATEMENT

The Board's approval of the proposed Project and Agreement shall have no fiscal impact on the RAP General Fund, as Project costs will be paid for through the ThermoLife donation to LAPF.

This report was prepared by Joel Alvarez, Senior Management Analyst II, Partnership Division.

LIST OF ATTACHMENTS

- 1) Proposed Agreement

**AGREEMENT  
BETWEEN CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS,  
THE LOS ANGELES PARKS FOUNDATION,  
AND  
THERMOLIFE INTERNATIONAL, LLC  
FOR WEIGHT PEN IMPROVEMENTS  
AT MUSCLE BEACH VENICE**

THIS AGREEMENT (“AGREEMENT”) is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, (“EFFECTIVE DATE”) by and between the City of Los Angeles (“CITY”), a municipal corporation acting by and through its Department of Recreation and Parks (“RAP”), the Los Angeles Parks Foundation (“LAPF”), a 501(c)3 California nonprofit corporation, and ThermoLife International, LLC , an Arizona Limited Liability Company (“THERMOLIFE”). CITY, LAPF, and THERMOLIFE may be referred to herein individually as “PARTY”, or collectively as “PARTIES.”

**WITNESSETH**

**WHEREAS**, RAP owns and operates real property commonly known as Venice Beach (“BEACH”), which has its center of operations at the Venice Beach Recreation Center (“CENTER”) located at 1800 Ocean Front Walk, Venice, CA 90291, which contains a weight pen with various body-building apparatuses (referred to herein as “the WEIGHT PEN”), ancillary exercise amenities, and an iconic concrete structure (“MBV STRUCTURE”) all commonly referred to collectively as “Muscle Beach Venice”; and

**WHEREAS**, City owns the intellectual property rights over the term “Muscle Beach Venice” and is the owner of the MBV STRUCTURE illustrated by the photo attached hereto and incorporated herein by reference as Exhibit-A; and

**WHEREAS**, THERMOLIFE has made a charitable contribution (“DONATION”) to the LAPF in the amount of Five Hundred Thousand Dollars (\$500,000.00), for the refurbishment of the WEIGHT PEN pursuant to the project description included in the Project Scope of Work and Projected Cost estimates (collectively “SCOPE”) attached hereto and incorporated herein by reference as Exhibit-B, and as further described herein, in accordance with the terms and conditions of this AGREEMENT; and,

**WHEREAS**, RAP desires to refurbish and improve the WEIGHT PEN with the installation of new and improved weight training equipment, apparatuses, and other ancillary improvements including but not limited to the replacement of flooring, WEIGHT PEN building steel roll-up doors, fencing, and other improvements (collectively “IMPROVEMENTS”), as described in the SCOPE attached as Exhibit-B, through the DONATION from THERMOLIFE to the LAPF; and,

**WHEREAS**, RAP has agreed to authorize the IMPROVEMENTS to be installed upon LAPF’s receipt and acceptance of the DONATION from THERMOLIFE, and as agreed to by the PARTIES, contingent upon necessary approvals, permits, and certifications as required; and

**WHEREAS**, LAPF has agreed to use the DONATION for the design, purchase, and installation of the IMPROVEMENTS at Muscle Beach Venice, through contract(s) between the LAPF and licensed contractor(s), subcontractors, and/or vendors (collectively “CONTRACTORS”), pursuant to the scope of work, specifications, and design layout included herein as the SCOPE (Exhibit-B), as approved by RAP and subject to the approval of the Board of Recreation and Park Commissioners (“BOARD”) and execution of this AGREEMENT; and

**WHEREAS**, upon completion of the IMPROVEMENTS and payment of all financial obligations to CONTRACTORS, PARTIES further agree to use any remaining funds from the DONATION, for future repair, replacement, and additional improvements to the WEIGHT PEN and/or, Muscle Beach Venice,; and,

**WHEREAS**, LAPF has agreed to provide the completed IMPROVEMENTS to CITY as a gift made possible through the DONATION from THERMOLIFE, and to provide any remaining funds from the DONATION as necessary for the future repair, replacement, maintenance, and improvements to the WEIGHT PEN and/or Muscle Beach Venice (collectively, the “GIFT”); and,

**WHEREAS**, RAP has agreed to accept this GIFT through its Board of Recreation and Park Commissioners (“BOARD”), in accordance with the terms and conditions of this AGREEMENT, and as approved by the BOARD on       Date      , 2018 (Report No. 18-###), subject to RAP review of the project and approval of a post-development inspection, as provided for herein.

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

1. **PARTIES**

LAPF:	Los Angeles Parks Foundation Nursery House 2650 N. Commonwealth Avenue Los Angeles, Ca 90027
RAP:	City of Los Angeles Department of Recreation and Parks 221 N. Figueroa Street, Suite 350 Los Angeles, CA 90012
THERMOLIFE:	ThermoLife International, LLC Muscle Beach Nutrition, LLC 1334 E. Chandler Blvd., #5-D76 Phoenix, AZ 85048

## 2. **FUNDING**

It is understood that THERMOLIFE has made a DONATION to LAPF in the amount of Five Hundred Thousand dollars (\$500,000.00) for the purpose of designing, purchasing, and installing the IMPROVEMENTS in accordance with the terms and conditions of this AGREEMENT. PARTIES have agreed that prior to the commencement of any ordering of equipment, materials or supplies, or performance of any contracting, project scheduling, and/or commencement of installation activities, LAPF shall confirm to RAP in writing, that LAPF has received and accepted the DONATION in full from THERMOLIFE as stipulated herein.

Pursuant to the SCOPE attached hereto as Exhibit-B, the project consists of the installation of the IMPROVEMENTS which includes but is not limited to, the removal of existing weightlifting equipment and apparatuses (“EXISTING EQUIPMENT”), design of the new WEIGHT PEN layout in accordance with approved SCOPE, installation of new weightlifting equipment and apparatuses (“NEW EQUIPMENT”), and performance of ancillary repairs and replacements as needed (collectively, “the PROJECT”).

Prior to the commencement of any ordering of equipment, materials or supplies by LAPF with identified vendors and suppliers, prior written approval by RAP to LAPF is required. The quantity of items, type of equipment, color scheme(s), and all associated specifications must be first approved in writing by RAP prior to any orders or shipment taking place. The preliminary list and specifications of equipment, supplies, and materials, which is subject to change pursuant to RAP’s reasonable directions, is attached hereto and incorporated herein by reference as Exhibit-B.

PARTIES have mutually approved the PROJECT budget, which is an estimated Four Hundred Seventy-Two Thousand, Twenty-Seven Dollars (\$472,027.00), which includes the agreed upon five percent (5%) LAPF PROJECT Administration Fee which LAPF shall deduct directly from the DONATION. RAP shall bear no responsibility or obligation regarding the Administration Fee. It is agreed by PARTIES that LAPF shall retain any and all remaining funds from the DONATION beyond the agreed-upon PROJECT budget, to be held in a restricted account for use in the future, exclusively for Muscle Beach Venice projects and improvements, including the repair and replacement of WEIGHT PEN IMPROVEMENTS, subject to prior approval by and coordination with RAP.

Should there occur any unanticipated cost overruns beyond the PROJECT budget due to delays, change orders, or unexpected occurrences, PARTIES agree to mutually review the PROJECT budget and any unfinished work, and cooperatively determine the best and most feasible alternative(s) for completing the IMPROVEMENTS; while considering the need for future repairs and replacement of IMPROVEMENTS. Upon mutual agreement by PARTIES, LAPF may use any remaining portion(s) of the DONATION to complete the IMPROVEMENTS.

Nothing in this AGREEMENT shall obligate THERMOLIFE to pay for any unanticipated cost overruns that go above and beyond the DONATION amount.

It is agreed by PARTIES that upon completion of any change orders or modifications to the SCOPE as mutually approved by PARTIES, any excess or remaining DONATION funds in LAPF's possession following completion of the IMPROVEMENTS shall be retained in the restricted account and applied towards future repairs, maintenance and improvements at Muscle Beach Venice.

### 3. **DEVELOPMENT OF IMPROVEMENTS**

Subject to the termination and other provisions set forth in this AGREEMENT, LAPF agrees to contract with and pay all CONTRACTORS directly, at no cost to CITY, with funds provided through the DONATION from THERMOLIFE for the completion of the PROJECT.

#### A. Project Design, Scope of Work, and Location:

- (i) The WEIGHT PEN shall be refurbished pursuant to the SCOPE attached as Exhibit-B.
- (ii) PARTIES agree that all EXISTING EQUIPMENT removed from the WEIGHT PEN shall be salvaged and/or disposed of in accordance with CITY and RAP policy regarding CITY-owned equipment as part of the PROJECT at the sole discretion and direction of RAP, with RAP retaining all rights of ownership, remaining free to do with the EXISTING EQUIPMENT as RAP chooses, subject to approval by RAP General Manager or designee; and
- (iii) RAP AND LAPF, in consultation with THERMOLIFE, have collaboratively selected the NEW EQUIPMENT to be installed within the WEIGHT PEN; have agreed upon the selection of new fencing material and new building roll-up doors; and have approved the design of the IMPROVEMENTS, specifying the general location of each piece of NEW EQUIPMENT within designated areas of the WEIGHT PEN; which shall be implemented in accordance with the terms and conditions of a Right of Entry Permit ("ROE") issued by RAP to LAPF, authorizing LAPF CONTRACTORS access to specified areas of the CENTER and WEIGHT PEN for purposes of performing the PROJECT.
- (iv) LAPF agrees to obtain prior written approval from RAP for any changes to the PROJECT design, scope of work, or location, or additions to the SCOPE.



B. Installation of Improvements

- (i) Prior to the commencement of any project activities, LAPF shall obtain all applicable, required permits and certifications, and coordinate all work with and obtain approval from RAP.
- (ii) From the DONATION from THERMOLIFE, LAPF shall pay all financial costs and obligations associated with the implementation and completion of the PROJECT, in accordance with the approved SCOPE and, BUDGET included in Exhibit-B.
- (iii) RAP shall issue an ROE to LAPF authorizing LAPF and CONTRACTORS to access the WEIGHT PEN and specified areas of the CENTER, including certain areas for ingress-egress and project staging, subject to prior coordination with and approval by CENTER Staff and RAP.
- (iv) LAPF and CONTRACTORS shall be the lead agents with respect to overseeing the implementation and completion of the PROJECT in coordination with RAP.
- (v) PARTIES shall jointly approve any and all change orders and/or modifications related to the SCOPE of the PROJECT. LAPF shall provide RAP advanced notification and copies of all change order requests and/or design modifications prior to implementing any related action.

4. POST CONSTRUCTION

- A. Upon completion of the PROJECT, RAP shall conduct a Post-Development Inspection to ensure that IMPROVEMENTS have been completed pursuant to the approved SCOPE and in conformance with the terms and conditions of this AGREEMENT. Once completed, the IMPROVEMENTS shall be inclusive and synonymous with references to "Muscle Beach Venice".
- B. Following RAP's acceptance of the completed PROJECT and subsequent to the opening of the WEIGHT PEN to the public after completion of the PROJECT, LAPF and/or THERMOLIFE shall have no involvement, whether financial or otherwise, with the use, operation, insurance, or programming of the WEIGHT PEN. However, LAPF shall remain involved as necessary for the repair and/or replacement of IMPROVEMENTS through any funds remaining from the DONATION, and/or such matters pertaining to the maintenance, repair, or improvement of Muscle Beach Venice as funded by such remaining funds.

- C. It is understood by PARTIES that the WEIGHT PEN shall generally be open to the members of the public, in accordance with RAP policies, Schedule of Rates and Fees, and operating protocols, subject to local rules, regulations, ordinances, and laws which may collectively or individually include provisions related to hours of operation, age limits, and acknowledgement of risk by WEIGHT PEN users; as well as applicable fees and the prohibition of the use, consumption, or distribution of tobacco products, alcoholic beverages, and other adult-related products and/or activities, such as illegal drugs and inappropriate apparel, and playing amplified music without the approval of RAP. Smoking of any kind is not allowed within the WEIGHT PEN or any area within the CENTER or BEACH.
- D. It is also understood by PARTIES that there shall generally be no limit to the use of the WEIGHT PEN to any select group of persons. However, CITY may issue permit(s) for the use of Muscle Beach Venice by members of a group or organization for limited periods of time, in accordance with RAP policies and Schedule of Rates and Fees.
- E. In accordance with Sections 6.A. and 9.G. of this AGREEMENT, RAP shall waive the annual WEIGHT PEN membership fee and provide ten (10) complimentary annual WEIGHT PEN memberships to THERMOLIFE annually, for a period of ten (10) years.

5. **ACCESS TO IMPROVEMENTS**

- A. During periods of PROJECT implementation, as specified in the ROE issued to LAPF by RAP, LAPF and their agents, representatives, employees and CONTRACTORS shall have access to Muscle Beach Venice, but particularly the WEIGHT PEN, and certain designated areas of the CENTER, as determined by and coordinated with RAP and on-site CENTER Staff, for purposes of performing the PROJECT.
- B. CITY shall have access to the WEIGHT PEN, CENTER and Muscle Beach Venice in the performance of normal CENTER operations. CITY shall take all necessary precautions to ensure that such access does not interfere with PROJECT activities.

6. **TERM AND TERMINATION**

- A. The term of this AGREEMENT (“TERM”) shall commence upon the date of execution stipulated on page one of this AGREEMENT (“EFFECTIVE DATE”) and expire on July 1, 2027, unless sooner terminated by a Party as set forth in this Section 6. Rights and obligations set forth in this AGREEMENT which by their terms are intended to survive the termination or expiration of this AGREEMENT shall so survive such termination or expiration; such rights and obligations include, without limitation, the rights and obligations to use any

DONATION funds until fully spent, and the rights and obligations related to operations, maintenance, repair and replacement, donor recognition, and RAP providing THERMOLIFE with ten (10) complimentary annual WEIGHT PEN memberships for a period of ten (10) years. Any amendment, extension, or modification to this AGREEMENT shall be executed pursuant to mutual agreement between PARTIES, subject to prior approval by the City Attorney, and final approval by the BOARD.

- B. Pursuant to Section 9 (Name and Donor Recognition) of this AGREEMENT, BOARD approved recognition signage attached hereto and incorporated herein by reference as Exhibit-C, which shall be authorized to remain displayed at the WEIGHT PEN throughout the TERM of this AGREEMENT following the completion of the PROJECT and opening of the WEIGHT PEN to the public, subject to the terms and conditions of this AGREEMENT.
- C. In the event of a Termination of this AGREEMENT by LAPF and THERMOLIFE under this paragraph, any unused or uncommitted portion of the DONATION shall be immediately returned by LAPF to THERMOLIFE. LAPF and/or THERMOLIFE may terminate this AGREEMENT during the TERM immediately upon written notice to RAP, and shall not be liable to CITY for any reason for such termination, upon the occurrence of any of the following conditions:
  - (i) THERMOLIFE, prior to the commencement of on-site PROJECT implementation, has not provided the DONATION in full to LAPF for commencement and completion of the PROJECT;
  - (ii) RAP, subsequent to the execution of this AGREEMENT and commencement of the PROJECT, uses or authorizes the use of the WEIGHT PEN in any way not contemplated or authorized under this AGREEMENT;
  - (iii) The PROJECT has not begun within six (6) months from the EFFECTIVE DATE, due to delays caused solely by CITY;
  - (iv) Muscle Beach Venice ceases to be owned or becomes no longer under the jurisdiction of RAP;
  - (v) In LAPF and/or THERMOLIFE's opinion, the WEIGHT PEN or the activities held thereon, are determined to be harmful, degrading or diluting to the reputation of LAPF and/or THERMOLIFE, the LAPF or THERMOLIFE name, or that of their affiliates associated with this AGREEMENT; or,
  - (vi) CITY materially breaches any term or condition of this AGREEMENT.

- D. In the event of a Termination of the Agreement by RAP under this paragraph, the DONATION shall be immediately returned to THERMOLIFE. RAP may terminate this AGREEMENT during the TERM for any reason, in its sole discretion, immediately upon written notice to LAPF and THERMOLIFE, and shall not be liable to LAPF, THERMOLIFE, or any other legal entity for any reason except for the return of the DONATION.
- E. 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.

## **7. PUBLICITY**

- A. During the TERM of this AGREEMENT, PARTIES shall acknowledge one another and include each other as co-contributors in written material(s), news releases, and related marketing or publicity materials in connection with this AGREEMENT, the DONATION, and/or GIFT, including, but not limited to an initial press conference, groundbreaking event, and/or dedication ceremony, as determined by PARTIES and approved by RAP.
- B. PARTIES mutually agree that any initial grand opening, media and/or dedication event at Muscle Beach Venice in connection with this AGREEMENT, the DONATION, and/or GIFT shall be coordinated by the RAP Public Relations Section, in accordance with RAP policies and protocols for such events.
- C. PARTIES shall have the right to publicize, show photographs of, use the name of, and otherwise promote their respective contributions to the WEIGHT PEN in connection with this AGREEMENT, which shall include any direct or indirect references to the DONATION and/or GIFT (collectively, "PROMOTION"). Any such PROMOTION shall be subject to prior review and approval by the other PARTY during the TERM of this AGREEMENT, subject to any other limitations as set forth in this AGREEMENT. PARTIES agree to seek such prior review and approval of any PROMOTION by notifying the other PARTIES at least fourteen (14) calendar days in advance of the intended release of the PROMOTION, and such notification shall be sent to the primary PARTY representative listed in Section 16.D. herein. The required response from the primary PARTIES who receive the notification of the proposed PROMOTION from the notifying PARTY shall not be unreasonably withheld and shall be provided to the notifying PARTY within seven (7) calendar days from receipt of the PROMOTION notification. The PARTIES agree that statements made by any PARTY that do not mention or

do not refer to, either directly or indirectly, this AGREEMENT, the DONATION, and/or GIFT are not PROMOTIONS that require pre-approval pursuant to this section; for example, the PARTIES have the right and ability to discuss the WEIGHT PEN, without reference to the AGREEMENT, the DONATION, and/or GIFT.

- D. During the TERM of this AGREEMENT, 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 or DONATION, and/or this AGREEMENT. Further:
- (i) Notwithstanding any of the foregoing, future media announcements, news releases, pamphlets, brochures, or other publication(s) produced by RAP for RAP operated or sponsored events, programs, and/or activities at or related to Muscle Beach Venice, shall be exempt from the provisions of this AGREEMENT commencing from year-2 of the TERM.
  - (ii) Any and all commercial or promotional filming at Muscle Beach Venice shall be subject to City of Los Angeles filming policies and requirements, in accordance with Section 11 (Filming) below. RAP, LAPF, THERMOLIFE or any other entity, shall have no right or authority to conduct, permit, and/or authorize any such filming at Muscle Beach Venice, without first obtaining written authorization from the Park Film Office and/or the CENTER, as further stated below.

## 8. **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. Nothing in this AGREEMENT, or in the performance thereof, shall be construed as transferring, licensing, or otherwise permitting the right to use, any intellectual property rights, including any rights to any Mark (including any rights that may be owned by the CITY in connection with Muscle Beach Venice or the MBV STRUCTURE), that may be owned or licensed by the CITY to any other entity or individual, including LAPF and THERMOLIFE. Further, nothing in this AGREEMENT, or in the performance thereof, shall be construed to acknowledge the ownership of or any right to use any such intellectual property rights by any individual or entity, including LAPF and THERMOLIFE.

## 9. **NAME AND DONOR RECOGNITION**

- A. The official name of the WEIGHT PEN shall remain unchanged as "Muscle Beach Venice".

- B. RAP shall maintain the right to use the Muscle Beach Venice name in conducting RAP operations and events. For purposes of clarification, CITY shall have no right to use the LAPF or THERMOLIFE name in any manner that suggests LAPF and/or THERMOLIFE is a sponsor or co-sponsor of any daily operations or events at Muscle Beach Venice, to which they are not affiliated or sponsoring. No other company, entity or individual's name shall be used in connection with Muscle Beach Venice, without RAP's prior written approval.
- C. It is understood and agreed upon by the PARTIES that THERMOLIFE and its affiliate Muscle Beach Nutrition, LLC, shall be recognized for their generosity and support of Muscle Beach Venice, as mutually agreed to between PARTIES and in accordance with the RAP Sponsorship Recognition Policy and City of Los Angeles sign laws as applicable, through the installation of recognition signage within and around the WEIGHT PEN. Such signage shall include: (i) a total of ten (10) signs, as described and illustrated by the five (5) recognition sign renderings attached hereto and incorporated herein by reference as Exhibit-C, and to be installed back to back on the interior and exterior of the WEIGHT PEN, at five (5) locations mutually determined between RAP and THERMOLIFE; and (ii) installation of a bronze dedication plaque on the exterior of the WEIGHT PEN building along Ocean Front Walk, as also described by Exhibit-C (collectively, "RECOGNITION SIGNAGE"), which shall acknowledge Mr. Ron Kramer, ThermoLife International, LLC., and Muscle Beach Nutrition, LLC, for their contributions to the IMPROVEMENTS. PARTIES have agreed that, with the exception of the bronze dedication plaque on the exterior of the WEIGHT PEN building, the RECOGNITION SIGNAGE shall be displayed at the WEIGHT PEN for the TERM of this AGREEMENT following the completion of the PROJECT, subject to the terms and conditions of this AGREEMENT. The bronze dedication plaque on the exterior of the WEIGHT PEN building shall remain in place in perpetuity.
- D. In accordance with RAP policies and procedures, RAP shall have the right (but not the obligation) to place and remove potential future sponsor logo(s) and/or trademark(s) or other sponsor recognition signage, or permit others to do so, on or around the BEACH, CENTER (including the WEIGHT PEN) and/or Muscle Beach Venice, independent of this AGREEMENT and at any time, including during the TERM, and regardless of whether any RECOGNITION SIGNAGE (as defined in Section 9.C. above) may be placed in or around the WEIGHT PEN.
- E. LAPF shall ensure through current and future LAPF sponsor/donor agreement(s) with THERMOLIFE, and/or any other sponsor/donor that such entities will abide by the terms and conditions of this AGREEMENT, RAP Policies, and City sign laws. It is understood by PARTIES that all sponsor

related agreements and/or arrangements must be approved in writing by the BOARD prior to implementation.

- F. It is understood and acknowledged by PARTIES that this AGREEMENT does not legally grant any intellectual property rights to any PARTY.
- G. RAP agrees to provide THERMOLIFE annually with ten (10) non-transferable, complimentary Muscle Beach Venice membership passes for use of the WEIGHT PEN, each year for a period of ten (10) years, commencing on the EFFECTIVE DATE of this AGREEMENT. THERMOLIFE agrees to ensure that the individual recipient of each pass must satisfy all conditions set forth in the RAP application process for the issuance of Muscle Beach Venice membership passes, and shall complete the existing RAP application process and fulfill all associated requirements. Upon issuance of the approved pass, the pass-recipient must abide by all existing and future Muscle Beach Venice rules and protocols.

#### 10. **USE OF IMPROVEMENTS**

- A. CITY's use of the WEIGHT PEN and/or IMPROVEMENTS shall be primary to any use by another party, legal entity, or individual, including LAPF and THERMOLIFE. It is understood and agreed by PARTIES that this AGREEMENT shall not be construed to provide any entity any authority to use the WEIGHT PEN and/or IMPROVEMENTS in any manner without separate prior written approval from RAP.
- B. All future use of the WEIGHT PEN, IMPROVEMENTS, or Muscle Beach Venice, shall be in accordance with RAP normal operations and special event protocols and policies, including but not limited to permitting procedures and requirements, Schedule of Rates and Fees, scheduling, and staffing. Any proposed use of the WEIGHT PEN, CENTER, or BEACH in the future by any entity, including THERMOLIFE, shall be in accordance with normal RAP operating procedures and protocols, in accordance with RAP Policies and Schedule of Rates and Fees, as applicable. Such requests shall be made through a Facility Use application submitted to the Venice Beach Superintendent listed under Section 16.D of this AGREEMENT.

#### 11. **FILMING**

It is the policy of the City of Los Angeles (City) to facilitate the use of City properties as film locations when appropriate. RAP has established a Park Film Office to coordinate the use of park property for film production purposes. All fees for use of park property by film production companies and/or private individuals or entities shall be established and collected in accordance with City and RAP policies. The Park Film Office may be reached at (323) 644-6220 for further information and requirements.

12. **REPRESENTATIONS AND WARRANTIES**

- A. LAPF and THERMOLIFE each represents and warrants that each has the right and power to enter into and perform this AGREEMENT, and to grant the rights granted herein, and that it will comply with all applicable rules, regulations, ordinances and laws related to its responsibilities and obligations set forth by this AGREEMENT for the refurbishment of the WEIGHT PEN and potential future repair, replacement, and improvement of VENICE BEACH, as applicable.
- 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 Muscle Beach Venice.

13. **INDEMNIFICATION/HOLD HARMLESS**

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, each of LAPF and THERMOLIFE 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 LAPF'S or THERMOLIFE'S employees and agents, or damage or destruction of any property of any Party hereto or of third parties, arising in any manner by reason of an act, error, or omission by LAPF, THERMOLIFE, their respective subcontractors, or their respective 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.

14. **INSURANCE**

A. **Insurance by LAPF and Contractor(s) hired by LAPF**

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

15. **BOOKS AND RECORDS**

LAPF, THERMOLIFE, and CITY shall maintain records, including records of financial transactions, pertaining to the performance of this AGREEMENT, in their original form, in accordance with requirements prescribed by CITY and LAPF; provided, however, that records of financial transactions which are subject to the provisions of this Section 15 shall only include those records related to the DONATION and/or GIFT. These records shall be retained for a period of the lesser of three (3) years after termination or expiration 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 and LAPF personnel or their representative(s) at any time during the TERM of this AGREEMENT, or within the three (3) years following the termination or expiration date of this AGREEMENT.

16. **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.

**[THIS SPACE PURPOSELY LEFT BLANK]**

D. Any notices 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  
Partnership Division  
221 N. Figueroa Street, Suite 180  
Los Angeles, California 90012

Attn: Division Head  
(213) 202-5600

Copy To: City of Los Angeles  
Department of Recreation and Parks  
Planning, Construction and Maintenance Branch  
221 N. Figueroa Street, 4<sup>th</sup> Floor  
Los Angeles, CA 90012

Attn: Superintendent  
(213) 202-2681

Copy To: Venice Beach Administration  
City of Los Angeles  
Department of Recreation and Parks  
1800 Ocean Front Walk  
Venice, CA 90291

Attn: Superintendent, Venice Beach  
(310) 396-6764

LAPF: Los Angeles Parks Foundation  
2650 N. Commonwealth Avenue (Nursery House)  
Los Angeles, Ca 90027

Attn: Executive Director

(310) 472-1990

THERMOLIFE: ThermoLife International, LLC  
Muscle Beach Nutrition, LLC  
1334 E. Chandler Blvd., #5-D76  
Phoenix, AZ 85048

Attn: Ron Kramer  
(408) 704-7536

- 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 LAPF may assign to an affiliate with prior written consent by CITY and approval by the BOARD.
- 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.

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: Photo of MBV STRUCTURE
- Exhibit-B: Project Scope of Work and Projected Cost
- Exhibit-C: Recognition Signage and Bronze Dedication Plaque
- Exhibit-D: Insurance Requirements and Instructions

**[SIGNATURE PAGE FOLLOWS]**

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

**CITY:**

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

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

**LAPF:**

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Steven Hong  
Deputy City Attorney

Date: \_\_\_\_\_

**THERMOLIFE:**

THERMOLIFE INTERNATIONAL, LLC  
an Arizona limited liability company

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit-A  
Muscle Beach Venice Structure



Photo of MBV STRUCTURE owned by the City of Los Angeles, and located within the grounds of Venice Beach Recreation Center and Muscle Beach Venice

Exhibit-B  
Muscle Beach Venice Improvements  
Project Scope of Work and Projected Cost

**NOTE:** Contractors, Sub-contractors, Vendors, and/or Suppliers listed below by specific name, are subject to change by mutual agreement between RAP, LAPF and THERMOLIFE.

**Goals & Objectives**

To completely refurbish, remodel & refresh the interior and exterior of the City of Los Angeles, Department of Recreation and Parks' iconic Muscle Beach Venice, California public outdoor gym and spectator viewing grandstands so our visitors can admire a gym that is appealing, attractive, clean and nice. As well as to provide a gym where our annual members and day pass guests feel a sense of pride for where they come to work out and train in front of the millions of guests who visit Venice Beach annually.

ThermoLife as the donor, and the Los Angeles Parks Foundation (LAPF) will provide and coordinate a completed turnkey Muscle Beach Venice gym refurbishment project to the City of Los Angeles, Department of Recreation & Parks by working collaboratively with City staff, existing City approved contract vendors and selected pre-approved sub-contractors.

**Planned Project Construction Elements included in the following Scope of Work**

- A. Replacement of all existing roll up and entry doors which serve to protect and secure the interior section of the gym as well as to protect the weight and fitness equipment and amenities stored inside while the gym is closed.
- B. Replacement of all existing rubber matting both interior and exterior with new interlocking rubber matting tiles.
- C. Replacement of all existing protective steel railings both around the outdoor gym and the concrete grandstand.
- D. Complete patch & paint of the interior & exterior sections of the gym.
- E. Replacement of old style lighting throughout the interior section of the gym as well as outdoor fixtures attached to the gym with new energy efficient LED style lighting.
- F. Complete cleaning of the entire structure both interior and exterior, especially the tile surface on the roof and front façade of the gym building. Cleaning will also include the polishing of all dedicated brass/bronze plaques attached to the gym and concrete cleaning in front of the gym on Ocean Front Walk.
- G. Installation of protective brushed aluminum wainscot to lower 24" of exterior tiled walls and interior back wall where mirrors are located. Installation of protective brushed aluminum wainscot to lower 48" of all other interior walls. Color of all aluminum wainscot both interior and exterior to simulate the look of stainless steel.
- H. Replacement of all broken and/or missing tiles above the wainscot on the front tiled facade of the gym building.

### **Planned Project Equipment Elements**

- I. Replacement of all existing weight lifting equipment, free weights, weight training machines, weight carts, etc.
- J. Replacement of mirrors, bulletin boards, signage, lockers and other associated amenities.

### **Planned Project Start Date/Completion**

- K. Projected construction start date is March 2019.
- L. Projected construction completion date estimated to be May 2019.

### **Planned LAPF Administration Fee**

- A. Five Percent of the DONATION: **\$25,000.00**

### **SCOPE OF WORK & PROJECT ELEMENTS**

#### **A. ROLL UP & ENTRY DOORS BY CURRENT CITY CONTRACT VENDOR - PROJECTED COST: \$160,027.00**

- 1. Current city contract vendor Southern California Overhead Door Co., Inc. is the preferred vendor to fabricate new doors and to remove and replace the (3) three existing roll up doors and the (1) one main entry passage door and encasement. Southern California Overhead Door will be responsible for:
  - a. Removal and haul away for disposal of all existing doors, unless directed otherwise.
  - b. Installation of (3) three new custom stainless steel roll up doors that will conform to the contour of the gym building similar to that of the original doors.
  - c. New doors will be motorized with constant contact with electric safety edge and be constructed with single radius steel guide assemblies with wear strip, custom drive assemblies, heavy duty curtains, NEMA 4 water resistant operators and 24 gauge hoods.
  - d. Southern California Overhead Door will make all necessary connections & adjustments, will lubricate all moving parts and will test for proper operation. Stainless Steel components include curtains, guides, guide clips, bolts, anchors, bottom bars, brackets and hoods. The barrel and drive mechanisms will be hot dipped galvanized with corrosion resistant hardware.
  - e. Installation of a new 3070 stainless steel metal entry door with the following features will be anchored to the concrete door jambs:

- i. 16 gauge type 304 (#4 satin finish), 5 ¾ inch punch & dimpled frame with 3'0" X 7'0" X 1 ¾" type 304 stainless (#4 satin finish) seamless edges (beveled) polystyrene core, 3-4 ½" hinges;
- ii. Cal-Royal panic hardware;
- iii. Cal-Royal rim panic pull trim;
- iv. Latch protector;
- v. Surface mounted closer;
- vi. Stainless steel kick plate mounted on interior side of door;
- vii. New threshold and door sweep;
- viii. Installation of ground door stop to prevent contact with exterior wall tile when door is opened;
- ix. Test for proper operation; and,
- x. Entry locks will be installed and keyed to RAP standards.

**B. PROTECTIVE BARRIERS, MESH PANELS & DECORATIVE PANELS - PROJECTED COST: \$70,700.00**

1. Removal and replacement (including disposal) of all existing perimeter barrier railings at Muscle Beach Venice gym including the concrete grandstand seating area.
2. New barrier railing design to be similar to existing design. Design layout must minimize connection points and no onsite welding will be permitted unless explicitly approved in advance by City. Design to be corrosion proof.
3. All panels including entry gates surrounding the gym and concrete grandstand seating area shall be fabricated using 100% Polished Stainless Steel with round tubes, four (4) inches in diameter and minimum 2mm wall thickness.
4. Welded wire infill panel sections with 2" X 2" frames shall be fabricated using 100% Polished Stainless Steel with gauge of the wire infill panels to be of similar diameter to existing panels.
5. Anchoring of all vertical posts to concrete slab will be completed using round 10" Polished Stainless Steel flanges and a four (4) bolt offset pattern.
6. Installation of (5) five decorative custom water jet cut Stainless Steel panels with existing "Muscle Beach Venice" logo in select locations of perimeter barrier at gym and concrete grandstand seating area.

- **Pre-Approved Supplier and Manufacturer is MUDE**

**C. RUBBER MATTING TILES - PROJECTED COST: \$25,204.00**

1. Remove & dispose of existing rubber mats.



2. Clean, sandblast, prepare & level concrete surface thoroughly to receive new Kodiak 4' by 6' by 3/4" thick HammerLock Vulcanized Interlocking mat tiles (Color to be Black).
3. New mat tiles are to be properly installed and glued (as necessary) to concrete surface in approved pattern. Contractor will confirm exact number of mat tiles, tile borders and tile corners necessary. Extra full size tiles shall also be provided for future use.

- **Pre-Approved Rubber Matting Tile Supplier is Kodiak Sports, LLC.**
- **Pre-Approved Installer of the Rubber Matting Tiles is Bob Mardigian Floor Covering.**

**D. FITNESS EQUIPMENT - PROJECTED COST: \$130,557**

1. Installation of the following fitness equipment. Equipment must be installed and anchored to gym floor as per all current manufacturer recommendations and applicable safety guidelines and standards:

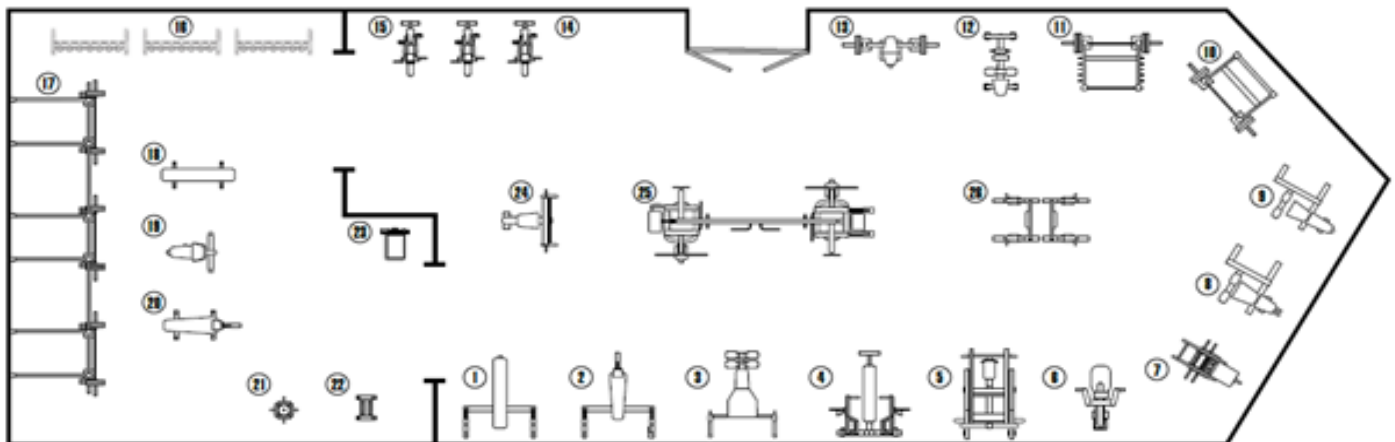
Apparatus	Quantity	Gym Layout Position
a. Olympic Flat Bench	1	1
b. Olympic Incline Bench	1	2
c. Olympic Decline Bench	1	3
d. Chest Press Machine	1	4
e. Lat Pull-down Machine	1	5
f. Seated Back Row Machine	1	6
g. Leg Press	1	7
h. Leg Extension	1	8
i. Hamstring Extension-Leg Flexion	1	9
j. Power Rack	1	10
k. Squat Rack	1	11
l. Tilt Seated Calf	1	12
m. Military Rack	1	13
n. Shoulder Press Machine	1	14
o. Stationary Air Bike Elite	3	15
p. Dumb Bell Racks	3	16
q. Wall Rig 6 Column	1	17
r. Flat Bench	4	18
s. Seated Bench 80 Degree	2	19
t. Incline Bench	2	20
u. Weight Plate Disc Racks	4	21
v. Bars Rack	2	22
w. Weight Scale	1	23

x. Bicep Curl	1	24
y. Adjustable Cable Crossover Eight (8) Station	1	25
z. Chin-Dip Station	2	26

2. All equipment to be new.
3. All equipment to be specially coated to withstand the elements associated with installation in an outdoor gym at Venice Beach.
4. All equipment to be properly customized & factory modified for installation at Venice Beach.
5. All equipment to receive a minimum of three (3) years of quarterly inspection and maintenance service at no cost to City.

- **Pre-Approved Supplier and Manufacturer of Fitness Equipment is MUDE.**
- **Pre-Approved Supplier and Manufacturer for 8-Station and Shoulder Press Machines is Roman Strength.**
- **Pre-Approved Supplier and Manufacturer for Stationary Bikes is Lifecore Fitness.**

### Muscle Beach Gym New Equipment Layout



- |                         |                              |                               |
|-------------------------|------------------------------|-------------------------------|
| ① Olympic Bench Press   | ⑪ Squat Rack                 | ⑳ Disk Rack (4 pieces)        |
| ② Olympic Incline Bench | ⑫ Tilt-Seated Calf           | ㉑ Bars Rack (2 pieces)        |
| ③ Olympic Decline Bench | ⑬ Military Rack              | ㉒ Scale                       |
| ④ Chest Press Machine   | ⑭ Empty                      | ㉓ Bicep Curl                  |
| ⑤ Pulldown Machine      | ⑮ Stationary Bike (3 pieces) | ㉔ 8 Station Exercise Machine  |
| ⑥ Seated Back Row       | ⑯ Dumbbell Rack (3 pieces)   | ㉕ Chin-Dip Station (2 pieces) |
| ⑦ Leg Press             | ⑰ Wall Rig 6 Columns         |                               |
| ⑧ Leg Extension         | ⑱ Flat Bench (4 pieces)      |                               |
| ⑨ Hamstring Leg Flexion | ㉖ Seated Bench (2 pieces)    |                               |
| ⑩ Power Rack            | ㉗ Incline Bench (2 pieces)   |                               |

**E. DUMBBELLS, WEIGHT PLATES, BARS & ACCESSORIES - PROJECTED COST: \$54,409**

1. Installation of the following ELEIKO Company new dumbbells, weight plates and lifting bars:
  - a. (2) Two Pair of ELEIKO Vulcano Dumbbells in the following weights: 5lb., 7.5lb., 10lb., 12.5lb., 15lb., 17.5lb., 20lb., 22.5lb., 25lb., 27.5lb., 30lb.
  - b. (1) One Pair of ELEIKO Vulcano Dumbbells in the following weights: 35lb., 40lb., 45lb., 50lb., 55lb., 60lb., 65lb., 70lb., 75lb., 80lb.
  - c. Assortment of ELEIKO Private Label Chromed Training Discs sizes 45lb., 35lb. and 25 lb.
    1. (30) Thirty, 45lb. weight plates
    2. (20) Twenty, 35lb. weight plates
    3. (30) Thirty, 25lb. weight plates
  - d. Assortment of ELEIKO Private Label Chromed Training Discs sizes 10lb., 5lb. and 2.5 lb.
    1. (30) Thirty, 10lb. weight plates
    2. (30) Thirty, 5lb. weight plates
    3. (20) Twenty, 2.5lb. weight plates
  - e. Assortment of ELEIKO Vulcano Weight Plate Discs in the following weights and quantities:
    1. (20) Twenty, 45lb.
    2. (20) Twenty, 35lb.
    3. (30) Thirty, 25lb.
    4. (30) Thirty, 10lb.
    5. (30) Thirty, 5lb.
    6. (20) Twenty 2.5lb.
  - f. Assortment of ELEIKO Weight Lifting Bars:
    1. (8) Eight 20KG NXG Performance Bars
    2. (2) Two 15KG NXG Performance Bars
    3. (4) Four Curl Bars, 50mm, 12KG

- **Pre-Approved Supplier and Manufacturer is ELEIKO**

**F. INTERIOR & EXTERIOR LIGHTING IMPROVEMENTS PROJECTED COST:  
\$6,130**

1. Interior Location: Replace (5) five existing 8' long surface mounted fluorescent light fixtures which are mounted horizontally at 8' above finished floor with new 8' long surface mounted LED type light fixtures (see attached cut sheet for proposed light fixtures). Connect new fixtures to existing lighting circuit.
2. Interior Location: Replace (2) two existing 4' long surface mounted fluorescent light fixtures which are mounted horizontally at 8' above finished floor with new 4' long surface mounted LED type light fixtures (see attached cut sheet for proposed light fixtures). Connect new fixtures to existing lighting circuit.
3. Interior Location: Add a new 4' long surface mounted LED light fixture at ceiling centered in room between the (2) main roll-up doors (see attached cut sheet for proposed light fixtures). Install new conduit & wire to new fixture location with connection to existing circuit.
4. Interior Location: Add new occupancy & daylight sensors for Title 24 compliance.
5. Exterior Location: Replace (3) three existing surface wall mounted HID light fixtures with new surface mounted LED light fixtures with integral photocell control (see attached cut sheet for proposed light fixtures). The LED light fixtures should have housings that are minimum size 10-5/8" high x 11-5/8" wide to cover where existing HID fixtures were removed.
6. Exterior Location: Replace (2) two existing surface ceiling mounted HID light fixtures with new surface mounted LED light fixtures with integral photocell control (see attached cut sheet for proposed light fixtures). The LED light fixtures should have housings that are minimum size 15-1/2" x 15-1/2" to cover where existing HID fixtures were removed.
7. Provide photometrics in coordination with selected fixture manufacturer.
8. Provide Title 24 calculations and obtain plan check/permit from LADBS, if necessary.

- **Pre-Approved Electrical Installer is ESSCO Construction.**

**G. GENERAL CLEANING, PAINTING & MISCELLANEOUS**

1. Thoroughly pressure wash and steam clean entire building including ceramic tile roof and walls. (By RAP)

2. Thoroughly pressure wash exterior concrete and asphalt surfaces within entire project area including all of Ocean Front Walk in front of Muscle Beach Venice gym. (By RAP)
3. Cut & chase cracks in concrete gym floor and fill with 2-part epoxy as part of flooring component.
4. Repair, epoxy & patch concrete stem wall at gym entrance as part of flooring component.
5. Install City of Los Angeles Seal Logo to concrete circle element at gym entrance. (By RAP)
6. Install new bird control wire type deterrent on the concrete roof lines, eaves & edges of building. (By RAP)
7. Remove and replace existing vanity mirrors with matching sizes on the gym interior back wall.
8. Install (2) two new aluminum, lockable bulletin boards at interior of gym. (By RAP)
9. Provide and install new stainless steel vertical weight scale. (By RAP)
10. Remove and replace locker units with new similar size in same location.
11. Remove and replace broken ceramic tiles on exterior of building facade. (By RAP)
12. Patch, repair and paint interior walls and ceiling of gym with marine grade paint. Final color to be determined by City. (By RAP)
13. Patch, repair and paint exterior concrete walls of gym building with marine grade paint. Final color to be determined by City. (By RAP)
14. Provide and install ADA handrails meeting current ADA standards on ramp at entry to stage and gym entrance. (By Mude)
15. Refurbish and paint (4) four wood benches along Ocean Front Walk in front of Muscle Beach Venice gym. Final color to be determined by City. (By RAP)
16. Add custom high pressure laminate artistic "History of Muscle Beach Venice" sign to gym area. Final sign type, text/information and location to be determined by City. (By RAP)
17. On site storage & security for any materials and supplies related to the project will be provided in the vicinity of the gym project as needed during the project. (By RAP)
18. Safety and Security fencing to enclose the entire gym and grandstand areas during the project will be installed and provided as needed.
19. Construction signage & banners with detail of construction and expected project duration will be installed to inform the public and park patrons. Signage text to be approved by Venice Beach Superintendent. (By RAP)
20. Temporary restroom facilities will be provided and located within the project area for contractor and sub-contractor employee use.
21. Provide "Muscle Beach Venice" gym logo on large concrete circle element. Contractor to provide options and choices. (By RAP)

Exhibit-C  
Recognition Signage

**Proposed Location:** Along Exterior and Interior of Weight Pen Perimeter Fencing

**Signs #1 and #2 (same sign - two locations) ThermoLife International (24”H x 30” W)**



**Signs #3: Muscle Beach Nutrition (24”H x 30” W)**



**Sign #4: Muscle Beach Nutrition (24”H x 30”W)**



**City of Los Angeles  
Department of Recreation and Parks**



**PARK PROUD LA**

**THANKS AND ACKNOWLEDGES**

**MUSCLE BEACH**  
— NUTRITION —

*FOR ITS CONTRIBUTION TO HELP RENOVATE AND MAINTAIN*

**THE WORLD FAMOUS  
MUSCLE BEACH VENICE  
OUTDOOR WEIGHT PEN**

---

**Sign #5: Space Reserved for Future Sponsor, subject to BOARD approval (24”H x 30”W)**



**City of Los Angeles  
Department of Recreation and Parks**



**PARK PROUD LA**

**THANKS AND ACKNOWLEDGES**

***“FUTURE SPONSOR NAME HERE”***

*FOR ITS CONTRIBUTION TO HELP RENOVATE AND MAINTAIN*

**THE WORLD FAMOUS  
MUSCLE BEACH VENICE  
OUTDOOR WEIGHT PEN**

**Bronze Recognition Plaque: ThermoLife International, LLC. (30”H x 20”W)**

Content to Read:

**City of Los Angeles  
Department of Recreation and Parks  
Venice Beach Recreation Center**

**Muscle Beach Venice Outdoor Gym**

**The Birthplace of Bodybuilding  
World Famous**

**MUSCLE BEACH VENICE  
Weight Pen**

**MAYOR  
Eric Garcetti**

**President City Council  
Herb Wesson Jr.  
Tenth Council District**

**Councilmember  
Mike Bonin  
Eleventh Council District**

**Department of Recreation and Parks  
Michael A. Shull, General Manager**

**Board of Recreation and Park Commissioners  
Sylvia Patsouras, President**

**Lynn Alvarez, Vice President  
Pilar Diaz**

**Joseph Halper  
Nicole Chase**

**2019 Weight Pen Improvements  
Installed through the generosity of**

**Mr. Ron Kramer  
ThermoLife International**

**Muscle Beach Nutrition**

*“For the Benefit and Enjoyment of Los Angeles Residents and Visitors”*



Exhibit-D

Form Gen. 146 (Rev. 5/12)

Required Insurance and Minimum Limits

Name: Los Angeles Park Foundation Date: 02/15/2018

Agreement/Reference: LA Park Foundation and LAPF contractors regarding Improvements to Muscle Beach Venice Weight Pen

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 1,000,000
Waiver of Subrogation in favor of City
Longshore & Harbor Workers
Jones Act

General Liability City of Los Angeles must be named as an Additional Insured 1,000,000
Products/Completed Operations
Sexual Misconduct
Fire Legal Liability

Automobile Liability (for any and all vehicles used for this contract other than commuting to/from work) 1,000,000

Professional Liability (Errors and Omissions)
Discovery Period

Property Insurance (to cover replacement cost of building - as determined by insurance company)
All Risk Coverage
Boiler and Machinery
Flood
Builder's Risk
Earthquake

Other: Provided to: Raymond Chang @ RAP

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

If a contractor has no employees and decides to not cover herself/himself for workers compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at http://cao.lacity.org/risk/InsuranceForms.htm
In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

**CITY OF LOS ANGELES**

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

(Share this information with your insurance agent or broker)

1. **Agreement/Reference** All evidence of insurance 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](http://www.2sparta.com), or by calling (800) 420-0555.

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

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

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

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

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles 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 and 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.