

BOARD REPORT

PG. 2 NO. 19-162

2. Approve the proposed gift agreement (Agreement) with YOUR PARK, attached hereto as Attachment 1, specifying the terms and conditions for the design, construction and installation of the proposed Improvements, the acceptance of the completed Improvements as a gift to the City of Los Angeles (Gift) subject to a post development inspection by RAP's Planning Maintenance and Construction Branch (PMC) to ensure the Improvements are completed in accordance with the Plans and RAP standards, and placement of donor recognition signage as part of the Improvements as set forth in the Agreement, subject to the approval of the City Attorney as to form;
3. Approve the naming of the completed Improvements as "Veterans Gardens" in accordance with RAP's Naming Policy and terms of the Agreement, pursuant to YOUR PARK's request and condition of the Gift as required by the principal donor, the American Legion Post 283, such name to be maintained for a term of thirty (30) years in accordance with the terms of the Agreement;
4. Approve the installation of proposed recognition signage as further detailed in the Agreement and as more fully depicted in Exhibit C of the Agreement, in accordance with RAP's Sponsorship Recognition Policy to be placed at designated locations within the Improvements area (as depicted in Exhibit B of the Agreement), in appreciation and recognition of contributions received by YOUR PARK from various donors for the development and installation of the Improvements, recognizing the Five (5) Branches of the Military (Army, Navy, Air force, Marines, and Coast Guard), and honoring veterans who served in the United States armed forces, as further described in the Summary of this Report and as depicted by the signage renderings and descriptions included in Exhibit C of the proposed Agreement, with such recognition signage to remain in place for a term of thirty (30) years in accordance with the terms of the Agreement;
5. Find that the proposed gift of Improvements is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 4(3), Class 4(12), Class 11(1), Class 11(3), and Class 11(6) of City CEQA Guidelines and Article 19, Sections 15304(b), 15311, and 15311(a) of California CEQA Guidelines, and direct staff to file a Notice of Exemption (NOE) with the City and the Los Angeles County Clerk's Office;
6. Authorize RAP to execute the Agreement upon receipt of the necessary approvals from the City Attorney and City Council;
7. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Board Report.

SUMMARY

YOUR PARK is a California nonprofit corporation established in 2015 and dedicated to the improvement of the Park and adjacent Potrero Canyon Park. YOUR PARK is a long-standing

BOARD REPORT

PG. 3 NO. 19-162

supporter of Palisades Park and Recreation Center (Park), located at 851 Alma Real Drive, Pacific Palisades 90272, continuously raising much needed funding for the support and maintenance of both parks.

In 2015, YOUR PARK approached RAP with a proposed gift project to develop new Bocce courts and a new picnic area at the Park. A conceptual plan was presented to PMC staff for review in developing a design that would be beneficial to the Park and community, and acceptable to RAP pursuant to current design standards and in compliance with RAP policies. On August 12, 2015, the Board unanimously approved a conceptual plan (Report No. 15-173) for such improvements. YOUR PARK commissioned the landscape architectural firm of Pamela Burton and Company to prepare a series of increasingly detailed construction drawings based on the then current conceptual plan, each of which were periodically submitted to PMC staff for review. YOUR PARK continued to work with RAP, receiving guidance on RAP standards and policies to prepare a design which once completed would be presented for community stakeholder and potential sponsor/donor consideration. YOUR PARK's preliminary designs for the flagpole monument and various recognition signs (collectively "Recognition Signage") were created by the Gensler architectural firm (Gensler Designs) following RAP's Naming and Sponsorship Recognition Policy guidelines, which designs were presented for community viewing and input along with the architectural plans at several public meetings hosted by the Palisades Park Advisory Board (PAB). A representative from the Office of Councilmember Mike Bonin of the Eleventh Council District (CD-11) followed the project's design and planning process, including her attendance at meetings between PMC staff and YOUR PARK representatives.

In addition to the PAB meetings, YOUR PARK also presented the proposed gift to the community at events, such as the Fourth of July Parade where a parade float displayed an 8' x 9' architectural rendering of the project on each side of the float. The PAB meetings and events which occurred from 2015 through 2018, were attended by representatives from CD-11, Pacific Palisades Community Council (PPCC), potential donors and sponsors, and the general public (collectively, "the Community"). Additionally, the Veterans Gardens Working Group established a website (www.veteransgardens.net) to further the public outreach effort, providing full transparency with project details for the public's consideration, support, and comment. The website includes information on project design, fundraising, other project details and YOUR PARK organization information. Some highlights of the Community process are included in the brief chronology of meetings and events included with this Report as Attachment 2.

Through such process, including the discussions with RAP staff, the original design of the gift approved by the Board in 2015 was expanded to include additional components, but also eliminated certain elements previously considered for the project, such as an electronic scoreboard and information kiosk. The design approved by the Community and submitted for Board consideration under this Report, including the Plans on file in the Board Office, are the result of the approximate three (3) year design and community review period.

The proposed gift evolved from only a picnic area and Bocce court into improvements which now include, (i) the creation of five (5) "outdoor living rooms" with independent recognition panels recognizing each of the five (5) branches of the United States military and each placed

BOARD REPORT

PG. 4 NO. 19-162

individually within one of the outdoor living room locations, respectively; (ii) installation of five (5) donor recognition panels together at a single location recognizing current and possible future donors and supporters; (iii) installation of a flagpole monument including the proposed name of the improvements once completed, "Veterans Gardens", and a dedication statement recognizing the contributions of U.S. Military Veterans and community virtues; (iv) installation of three (3) new bocce courts, each with a plaque at the foot of each court provided by a court contributor recognizing a select honoree; (v) removal of an existing concrete slab and installation of new picnic tables and barbecues; (vi) construction of an ADA compliant accessible pathway between the new picnic area and the bocce ball courts; and (vii) installation of landscaping, irrigation, and ancillary park improvements (collectively, "Improvements"), for the benefit and enjoyment of the public. Illustrative renderings of the Improvements location, design, and Recognition Signage are attached to the proposed Agreement as Exhibits A, B, and C, respectively. In addition, and as previously stated, the technical Plans are on file in the Board Office.

On January 18, 2018, American Legion Post 283 (Post) agreed to be the principal funder for the construction of the Improvements, providing a charitable contribution to YOUR PARK in the amount of Four Hundred Thousand Dollars (\$400,000.00), pursuant to the terms of a matching grant-funding agreement with YOUR PARK and stipulating that YOUR PARK would be responsible for securing an additional Four Hundred Thousand Dollars (\$400,000.00) to match the Post's grant and complete the estimated Improvements budget. A condition of the Post's grant is that the completed Improvements be named "Veterans Gardens", and that such name remain unchanged for a minimum of thirty (30) years. A second Post stipulation at the time of their commitment was that the community would also make donations and contributions to YOUR PARK for the Improvements.

The proposed Project was previously submitted as a "Special Agenda" item for Board consideration on July 17, 2019 (Report No. 19-139). During consideration of the item, the Board expressed concerns that it was not provided sufficient time to properly review and consider the item. In addition to concerns over the item being submitted on a Special Agenda, there was also Board discussion regarding the content of the "Donor Recognition Panels" included as part of Exhibit-C (Donor Panel illustration and description) of the proposed Agreement. In order to allow the Board to fully consider the item, and for staff to address any potential concerns the Board may have over the proposed Project, Staff were instructed to return the item to the Facility Maintenance and Repair Task Force (Task Force) for further discussion and possible recommendations, including future full Board consideration. The item was resubmitted for Task Force discussion at the meeting of August 7, 2019, in anticipation of the item potentially being considered subsequently at the meeting of the full Board the same day.

Exhibits A, B, and C of the Agreement contain Project design illustrations and the location of the proposed Improvements. Exhibit-A shows the project location and related areas within the Park; Exhibit-B shows the location of proposed Recognition Signage identified by yellow ovals; and, Exhibit-C illustrates the proposed Recognition Signage detail. Exhibit-C's Donor Panel recognition signage is the only revised exhibit from what was presented to the Board on July 17th under Report No. 10-139. As illustrated by Exhibit-C (Donor Recognition Panel Content), Staff modifications include the proposed removal of the base donation amount under each

BOARD REPORT

PG. 5 NO. 19-162

category of donation, and adjustments to the font size of the names under each donation category to coincide with the amount of donation. For instance, the larger font is applied to those providing a larger donation, and decreases incrementally under each category. Additionally in compliance with City sign laws, the size of the City's recognition statement has been increased so it's prevalent and more recognizable that the donor names and donation categories. Other than the revisions to Exhibit-C (Donor Recognition Panel Content), no other changes have been made to the proposed Agreement from the form previously submitted to the Board under Report No. 19-139.

As described by Exhibits B and C of the proposed Agreement, the proposed Recognition Signage will be placed at various locations throughout Veterans Gardens. The design of the Recognition Signage and the current names of various contributors and donors to the Improvements proposed to be displayed on the Recognition Signage are included in Exhibit C for the Board's review, consideration and approval. Pursuant to the terms of the Agreement, the Recognition Signage shall remain in place for a term of thirty (30) years from the effective date of the Agreement. In the event YOUR PARK receives additional donations to be gifted to RAP beyond the current Improvements, the names of the donors contributing such additional donations may be added to the Recognition Signage in the future. However, prior to the inclusion of any such additional names, RAP staff shall present the proposed project(s) to the Board for acceptance of the additional contribution and approval of the inclusion of any additional names on the Recognition Signage.

Pursuant to the proposed Agreement, YOUR PARK will be solely responsible for the completion of the Improvements through donated private funds, and will contract directly with general contractors, sub-contractors, and vendors (collectively "Contractors") for the purchase, construction, and/or installation of the Improvements. The estimated cost for completing the Improvements is up to Eight Hundred Thousand Dollars (\$800,000.00). Contractors' access to the site will be authorized through a temporary, revocable ROE permit issued by PMC. YOUR PARK will make payments directly to the Contractors in accordance with their agreed-upon contracts. Upon completion of the Improvements and completion of a post development inspection of the Improvements by PMC, the Improvements will be donated to RAP as a gift pursuant to the terms of the Agreement. The tentative construction timeline calls for completion of Veterans Gardens on or before October 15, 2019. Following its completion, a ribbon cutting ceremony is planned for some time in November, 2019.

Once completed, Veterans Gardens will be open to the public and operated by the RAP Recreation Branch through the Park Director, including the scheduling and coordination of Bocce leagues, special events, and permitting. With regard to maintaining Veterans Gardens, although RAP Maintenance staff will be solely responsible for the performance of such maintenance, it's the intent of YOUR PARK to continue fundraising to support Veterans Gardens and associated activities, including its maintenance. Any additional contributions made by YOUR PARK in support of Veterans Gardens beyond the Improvements gifted under the Agreement, shall be presented to the Board for approval in the future.

Staff recommends approval of this Report and proposed Agreement, including approval of proposed Recognition Signage and the Board's acceptance of this generous Gift to the City of

BOARD REPORT

PG. 6 NO. 19-162

Los Angeles for the future benefit and enjoyment of park patrons, U.S. Military Veterans, the local community of seniors, and the general public.

ENVIRONMENTAL IMPACT STATEMENT

The proposed gift to RAP includes the installation of new landscape and related irrigation, the placement of on premise signs, the placement of play equipment and the construction of minor structures accessory to an existing facility. As such, staff recommends that the Board determine that the proposed gift is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 4(3), Class 4(12), Class 11(1), Class 11(3) and Class 11(6) of City CEQA Guidelines as well as to Article 19, Sections 15304(b), 15304(f); 15311 and 15311(a) of California CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk upon the Board's approval.

STRATEGIC PLAN INIATIVES AND GOALS

Approval of this Report advances RAP's Strategic Plan by supporting RAP's Goal No. 1 and No. 3, to create and maintain world-class safe and accessible parks and facilities; Goal No. 4, to engage the community in developing such parks and recreational programs; and, Goal No. 6, to build financial strength and innovative collaborations to help expand and improve L.A. City parks and programs.

FISCAL IMPACT STATEMENT

The installation of the Improvements and its acceptance by RAP as a gift will not have any fiscal impact on RAP's General Fund, as associated costs will be funded entirely by YOUR PARK through a grant provided by American Legion Post 283 and various donations from the public. Future maintenance of the Improvements will be addressed through Palisades Park's existing maintenance budget, annual budget process, and future supplemental funding that may be provided by YOUR PARK.

This Report was prepared by Joel Alvarez, Sr. Management Analyst II, Partnership Section.

LIST OF ATTACHMENTS

- 1) Proposed Agreement
- 2) Chronology of Community Process Highlights

Veterans Gardens
Chronology of Design and Community Process (Highlights)

2015 - The Palisades Park Advisory Board (PAB) approved a conceptual plan for a project to revitalize the upper picnic area of Palisades Park and Recreation Center.

August 12, 2015 - The Board of Recreation and Commissioners (Board) unanimously approved the proposed conceptual plan recommended by the PAB, and determined the project to be exempt under the terms of the California environmental Quality Act.

July, 2016 - At its quarterly meeting, the PAB approved 50% Construction Drawings of the project.

September 23, 2017 - A special meeting of the PAB was held so that the Pacific Palisades community could review the project and proposal to name the project, "Veterans Gardens". The PAB adopted a resolution recommending to the Department of Recreation and Parks (RAP) that the name "Veterans Gardens" be proposed for Board consideration.

July 4, 2018 - On July 4, 2018, the Veterans Gardens project was again presented to the Palisades community at the annual Fourth of July parade when an architectural rendering of the project, measuring 8' x 9' (Architectural Rendering), was displayed on each side of a parade float. Thereafter, to further publicize the project, the Architectural Rendering together with a 2' x 8' explanatory sign, was installed at the site proposed for Veterans Gardens. The Architectural Rendering and the explanatory sign have remained in place since that date.

October 30, 2018 - A special meeting of the PAB was held so that the Palisades community could consider (1) the Architectural Rendering, (2) 90% Construction Drawings incorporating the comments of the RAP Planning, Maintenance and Construction Branch (PMC), (3) the additional changes made to the 90% Construction Drawings that resulted from the most recent modifications called for by PMC, (4) the designs created by the Gensler architectural firm for the flagpole monument, military commemorative panels, and donor recognition panels (Gensler Designs). At the conclusion of the special meeting, the PAB unanimously approved Veterans Gardens, as depicted in the Architectural Rendering and Gensler Designs. The 90% Construction Drawings which included final changes made to reflect the most recent comments received from PMC.

**AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND
YOUR PALISADES PARK IMPROVEMENT CORPORATION
FOR THE INSTALLATION OF PARK IMPROVEMENTS
AT
PALISADES PARK AND 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 (collectively, "CITY"), and Your Palisades Park Improvement Corporation ("YOUR PARK"), a California 501(c)(3) non-profit corporation. CITY and YOUR PARK may be referred to herein individually as "PARTY" and/or collectively as "PARTIES."

WHEREAS, CITY, through its Department of Recreation and Parks ("RAP"), owns and operates real property commonly referred to as Palisades Park and Recreation Center ("PARK"), located at 851 Alma Real Drive, Pacific Palisades, California 90272; and,

WHEREAS, YOUR PARK has offered to fund and develop the "Veterans Gardens" project, consisting of the construction and installation of various memorial and recreational amenities within a designated area of the PARK, including but not limited to, the creation of five (5) outdoor "living rooms" with independent monument panels recognizing each of the five (5) branches of the United States military and each placed in an individual "outdoor living room" location, respectively; installation of five (5) donor recognition panels at a single location recognizing current and future donors and supporters; installation of a flagpole monument with memorial text recognizing veterans from the United States military; installation of three (3) bocce courts; removal of an existing concrete slab and installation of new picnic tables and barbeques; construction of an American with Disabilities Act (ADA) accessible pathway between the new picnic area and the bocce ball courts; and, installation of complimentary landscaping and ancillary park improvements (collectively, "IMPROVEMENTS"), for the benefit and enjoyment of the public; and,

WHEREAS, YOUR PARK has agreed to design and construct the IMPROVEMENTS at YOUR PARK's sole expense in accordance with RAP standards and the terms and conditions of this AGREEMENT and in a manner and at locations as more fully specified under plans and specification which have been submitted to RAP for final approval (which are on file in the office of the Board of Recreation and Park Commissioners), and which are summarized by the Project Area and Project Design illustrations attached hereto and incorporated herein by reference as Exhibits A and B, respectively; and,

WHEREAS, YOUR PARK has secured funding in the amount of Four Hundred Thousand Dollars (\$400,000.00) from Palisades Post 283 of the American Legion, a United States war veterans organization, and additional contributions from various additional donors, including the local community (collectively "DONORS"), in the approximate amount of Four Hundred Thousand Dollars (\$400,000.00), for the sole purpose of designing and constructing the proposed IMPROVEMENTS valued up to approximately Eight Hundred Thousand Dollars (\$800,000.00); and,

WHEREAS, YOUR PARK has agreed to enter into contracts with RAP approved licensed contractors and vendors (collectively "CONTRACTORS") for the construction and installation of the IMPROVEMENTS ("PROJECT"), pursuant to plans and specifications ("PLANS") developed by YOUR PARK which have been reviewed and approved by RAP's Planning, Maintenance and Construction Branch ("PMC") to confirm conformance to RAP standards, such construction and installation to be performed during calendar year 2019 at no cost to the CITY; and,

WHEREAS, upon completion of the IMPROVEMENTS by YOUR PARK, YOUR PARK has agreed to donate the completed IMPROVEMENTS, as a gift to the CITY ("GIFT"), in accordance with the terms and conditions of this AGREEMENT; and,

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

WHEREAS, the Board of Recreation and Park Commissioners approved the naming of the PROJECT area and completed IMPROVEMENTS as "Veterans Gardens" and has approved such name to remain in place unchanged for a minimum period of thirty (30) years from the EFFECTIVE DATE of this AGREEMENT upon the satisfactory performance of this AGREEMENT as reflected in their meeting held on Date (Report No., XX-XXX).

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

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

2. PARTIES:

YOUR PARK: Your Palisades Park Improvement Corporation
732 Patterson Place
Pacific Palisades, CA 90272

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

3. FUNDING:

Prior to the commencement of any construction activities associated with the PROJECT, YOUR PARK shall confirm to RAP that all necessary funding to ensure the completion of the IMPROVEMENTS has been received by YOUR PARK. It is understood that YOUR PARK has received funding commitments in the total amount of Eight Hundred Thousand Dollars (\$800,000.00), for the sole purpose of performing the PROJECT as described herein.

The funding described above shall be used solely for the completion of the IMPROVEMENTS pursuant to the PLANS as submitted to and approved by RAP, which includes the following scope of work:

- Creation of a garden area consisting of five (5) “outdoor living rooms” with each having an independent monument panel recognizing each of the five branches of the United States military forces, respectively;
- Installation of donor recognition panels at a single location recognizing current and future donors and supporters, as illustrated by Exhibit C;
- Installation of a flagpole monument with memorial text recognizing veterans who have served in the United States military, as illustrated by Exhibit C;
- Installation of three (3) bocce courts, as illustrated by Exhibit B;
- Removal of an existing concrete slab and installation of new picnic tables and barbeques; and,
- Construction of an American with Disabilities Act (ADA) accessible pathway between the new picnic area and the bocce ball courts; and,
- Installation of complementary landscaping and ancillary park improvements.

4. TERM AND TERMINATION:

- A. The term of this AGREEMENT (“TERM”) shall commence upon the date of execution of this AGREEMENT (“EFFECTIVE DATE”). Except for the continuing obligations of the PARTIES under this AGREEMENT, and unless otherwise terminated pursuant to the terms and conditions contained in this

AGREEMENT, this AGREEMENT shall expire one (1) year from the EFFECTIVE DATE or upon completion of the PROJECT and acceptance by RAP following the post-development inspection stipulated in Section 6.A, whichever occurs first. Any amendment, extension, or modification of this AGREEMENT shall be effective only pursuant to an executed amendment to this AGREEMENT which has been approved by the BOARD.

- B. Either PARTY may terminate this AGREEMENT, in their sole respective discretion, immediately upon written notice to the other PARTY, and shall not be liable to the other PARTY for any reason for terminating this AGREEMENT if:
- i. CITY uses, or authorizes use of the PLANS or IMPROVEMENTS in any way not authorized under this AGREEMENT;
 - ii. Construction/installation of IMPROVEMENTS has not begun within six (6) months from the EFFECTIVE DATE;
 - iii. The land upon which IMPROVEMENTS are to be located is no longer owned or leased by CITY;
 - iv. YOUR PARK, prior to the commencement of construction/installation of the IMPROVEMENTS, is unable to obtain all funding required to pay for the completion of the IMPROVEMENTS due to unanticipated change orders or occurrences increasing PROJECT costs beyond available funding; or,
 - v. The non-terminating PARTY materially breaches any term or condition of this AGREEMENT.
- C. If either PARTY ceases to conduct its business or shall make any involuntary assignment of either its assets or its business for the benefit of creditors; or if a trustee or receiver is appointed to administer or conduct the party's business affairs; or, if any insolvency proceedings are conducted against a PARTY and are not terminated or dismissed within forty (40) days, then the other PARTY may terminate this AGREEMENT with immediate effect upon written notice to such PARTY.

5. DEVELOPMENT OF IMPROVEMENTS:

Subject to the termination and other provisions set forth in this AGREEMENT, YOUR PARK agrees to pay all CONTRACTORS directly as required for the completion of the IMPROVEMENTS. YOUR PARK shall be solely responsible for administering all its contracts with the CONTRACTORS for all work regarding the IMPROVEMENTS. Further, YOUR PARK shall be solely responsible for obtaining all licenses and permits required to design, construct and install the IMPROVEMENTS, including obtaining any and all licenses from third parties

(including the federal government) regarding the use of any intellectual property (including military symbols, insignias and songs) owned by any such third parties which will be displayed as part of the IMPROVEMENTS (“Third Party IP”).

A. Design and Location:

- i. YOUR PARK, through its CONTRACTORS, shall prepare and provide the PLANS for review and approval by RAP prior to commencement of any construction activities for the PROJECT. YOUR PARK shall not make any modifications to any PLANS as approved in final form by RAP.
- ii. IMPROVEMENTS shall be constructed on CITY owned property within designated areas of the PARK, pursuant to PLANS approved by PMC and, pursuant to the Site Plan attached hereto and incorporated herein by reference as Exhibit-A.
- iii. Prior to the use of any Third Party IP as part of the PROJECT, YOUR PARK shall provide RAP, in a form acceptable to RAP, evidence of YOUR PARK’s right to use any Third Party IP as part of the IMPROVEMENTS.

B. Construction:

- i. YOUR PARK shall pay all costs for the construction of IMPROVEMENTS, pursuant to PLANS approved by RAP and in accordance with the terms and conditions of this AGREEMENT.
- ii. YOUR PARK shall be solely responsible for the construction of the IMPROVEMENTS and the PROJECT and the completion of any environmental clearances and any other permits as may be required by law. All costs and filing of documents required for obtaining said clearances, approvals and authorizations shall be borne by YOUR PARK. YOUR PARK shall timely and regularly consult with RAP regarding its design and construction activities to ensure compliance with RAP standards and applicable law. YOUR PARK agrees and acknowledges that RAP may reject acceptance of any IMPROVEMENTS as a GIFT, regardless of whether construction is completed, if RAP determines, in its sole discretion, that such IMPROVEMENTS does not meet RAP standards.
- iii. The tentative timeline for the construction of IMPROVEMENTS is:
 - Relocation of picnic area completed by October 15, 2019;
 - Bocce courts and ADA pathway completed by October 15, 2019;
 - Outdoor living rooms, military recognition panels, flag pole monument, donor panels and landscaping completed by October 15, 2019; and,
 - Ribbon cutting ceremony in November 2019.

6. POST-CONSTRUCTION:

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

7. PUBLICITY:

- A. YOUR PARK shall have the right to publicize, show photographs of, use the name of, and otherwise promote its contributions to the IMPROVEMENTS, including that of the DONORS, subject to the terms and conditions of this AGREEMENT.
- B. PARTIES acknowledge that each of the CITY, RAP, and YOUR PARK names, and other intellectual property of CITY, YOUR PARK and DONORS, have substantial goodwill. Therefore, CITY further acknowledges and agrees that all use of the YOUR PARK name, and that of the DONORS, pursuant to this AGREEMENT, shall inure to the sole and exclusive benefit of YOUR PARK, DONORS, and CITY, in accordance with the terms and conditions set forth in this AGREEMENT. Additionally, YOUR PARK further acknowledges and agrees that all use of the CITY and RAP names, pursuant to this AGREEMENT, shall inure to the sole and exclusive benefit of CITY and RAP, and YOUR PARK agrees that it shall use the CITY and RAP names solely in accordance with the terms and conditions set forth in this AGREEMENT. PARTIES further agree and acknowledge that

DONORS shall not have any granted rights under this Section 7 or AGREEMENT unless expressly stated. When the CITY refers to Your Palisades Park Improvement Corporation in any of its publications, it will initially use the full name of the corporation. If the name is abbreviated, the CITY will use "Your Park" or "YOUR PARK" as the abbreviated name.

- C. 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, including, but not limited to an initial press conference, dedication and/or grand opening event, and/or the use or promotion of 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 or GIFT, and shall appropriately acknowledge the contributions of the PARTIES. Further, YOUR PARK agrees, with respect to any press release or response to any press inquiry regarding Veterans Gardens or the PROJECT, that YOUR PARK shall obtain RAP's approval in writing prior to release of any information regarding the IMPROVEMENTS or GIFT.
 - 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, donors, partner, or other respective representatives.
 - iii. PARTIES shall coordinate the scheduling and organization of any public or media event in connection with the PROJECT to provide the opportunity for attendance and participation by officials and/or representatives of CITY and YOUR PARK; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or YOUR PARK, in whole or in part, in connection with the PROJECT, shall contain any acknowledgements required under any related grant agreement, partnership agreement, donation agreement or other agreement or funding source.
 - iv. YOUR PARK 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,”

8. USE OF MARKS:

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

9. NAME AND SIGNAGE:

- A. At the sole discretion of CITY, IMPROVEMENTS shall acknowledge contributions of DONORS, as requested by YOUR PARK, approved by the BOARD in accordance with RAP policy, and in the form and manner as set forth in this Section 9.
- B. DONORS shall be recognized for their generosity through appropriate recognition signage at the IMPROVEMENTS, as shown by Exhibit C, acknowledging the GIFT, which has been mutually approved by PARTIES and the BOARD in accordance with RAP Policy (collectively, the “Recognition Signage”). Upon acceptance by RAP of the completed PROJECT, such Recognition Signage shall remain in place for a minimum of thirty (30) years from the EFFECTIVE DATE of this AGREEMENT.
- C. Upon acceptance by RAP of the completed PROJECT, the area of the IMPROVEMENTS shall be named “Veterans Gardens” and such name shall remain unchanged for a minimum of thirty (30) years from the EFFECTIVE DATE of this AGREEMENT.
- D. Veterans Gardens (“GARDENS”) shall include five (5) “outdoor living rooms” which each shall contain as Recognition Signage an individual recognition panel recognizing one (1) of the U.S. military branches (Army, Navy, Airforce, Marines, and Coast Guard), as more fully set forth in Exhibit C under “Armed Service Recognition Panels.”
- E. The GARDENS shall also include five (5) Donor Recognition panels as Recognition Signage thanking and acknowledging the current DONORS and future contributors to the PARK and GARDENS, as more fully set forth in Exhibit C under “Donor Recognition Panel.” The names of the DONORS on such Donor Recognition Panel shall be initially limited to those set forth in Exhibit C under “Donor Recognition Panel Content.” Future individual donors,

beyond those listed in Exhibit C, may be included on the Donor Recognition Panel or the Bocce Court Recognition Signage (as described in Section 9.E. below) for contributions made towards Veterans Gardens beyond the IMPROVEMENTS set forth herein (“Additional Gift”) in the future, provided that the acceptance of such Additional Gift and the recognition of additional donors in connection therewith shall be subject to prior review and approval by the General Manager and final approval by the BOARD. Such approvals shall require, without limitation that any Additional Gift has been documented and submitted to RAP for review in a form acceptable to RAP. The inclusion of future donor names on the Donor Recognition Panel or Bocce Court Recognition Signage, as described in Exhibit C, in recognition of any Additional Gift, whether it be monetary donations in addition to the current PROJECT budget of \$800,000.00, or any monetary or in-kind charitable contribution(s) made to fund or support any additional improvements, programming, maintenance, or other activities not included in this AGREEMENT, shall be subject to prior approval by the BOARD.

- F. The GARDENS shall include Recognition Signage at the three (3) Bocce Courts. Each court shall have one display located at ground level in the form of a plaque recognizing a charitable contribution provided to YOUR PARK by respective DONORS in support of the Bocce Courts and honoring a select individual (ie. a military service veteran), as more fully set forth in Exhibit C under “Bocce Court Recognition Signage.” The names of the DONORS on such Bocce Court Recognition Signage have not been identified by YOUR PARK and, therefore, the inclusion of future donor names as part of an Additional Gift on any Bocce Court Recognition Signage shall be subject to prior approval by the BOARD.
- G. The GARDENS shall include a central flag pole monument (“Monument”) located at the main entrance to the GARDENS. The Monument will include the dedication statement celebrating the contributions of U.S. Military Veterans to the World, United States, and Community, as more fully set forth in Exhibit C under “Flag Pole Base and Sculpture”.
- H. CITY shall maintain the right to use the “Veterans Gardens” name (“GARDENS”) in conducting RAP operations and events. For purposes of clarification, CITY shall have no right to use the YOUR PARK or DONORS name in any manner that suggests YOUR PARK and/or DONORS is/are a sponsor or co-sponsor of any daily operations or events at the GARDENS to which they are not affiliated or sponsoring. No other company, entity or individual’s name shall be used in connection with the GARDENS without RAP’s prior written approval.

10. REPRESENTATIONS AND WARRANTIES:

- A. YOUR PARK represents and warrants that it has the right and power to enter into and perform this AGREEMENT, and to grant the rights granted herein. In performing its obligation under this AGREEMENT, including in designing, constructing and installing the IMPROVEMENTS, YOUR PARK shall comply with all applicable laws, including any labor and wage laws.
- B. CITY represents and warrants that it has the right and power to enter into and perform this AGREEMENT, and that it will comply with all applicable rules, regulations, ordinances and laws related to the use and operation of IMPROVEMENTS and the PARK.

11. INDEMNIFICATION:

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

12. INSURANCE:

A. Insurance by CONTRACTORS

YOUR PARK shall ensure that its CONTRACTORS working on the PROJECT shall be insured as a requirement of this AGREEMENT in the amount coverage(s) specified on Form 146R attached hereto as Exhibit D, and shall additionally insure the City of Los Angeles for the same coverage amounts. Such CONTRACTORS shall maintain during the term of this AGREEMENT evidence of insurance acceptable to City Administrative Officer, Risk Management, prior to their performance of this AGREEMENT.

13. BOOKS AND RECORDS:

YOUR PARK 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 YOUR PARK. These records shall be retained for a period of lesser of three years after termination of this AGREEMENT or ten (10) years from the date of the record.

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

14. GENERAL:

- A. Entire Agreement. This AGREEMENT sets forth the entire understanding of the PARTIES hereto, with respect to the subject matter hereof. Except as otherwise expressly set forth in this AGREEMENT, there are no other representations, understandings, or agreements between the PARTIES relative to such subject matter. Any variation or amendment to this AGREEMENT shall be in writing and signed by all PARTIES.
- B. Relationship of Parties. PARTIES agree that no other party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other party, except as expressly provided herein. CITY and YOUR PARK are independent contractors.
- C. No Joint Venture. Nothing herein contained shall be construed to place the parties to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. YOUR PARK shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will YOUR PARK represent themselves to be agent(s) of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in YOUR PARK the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.
- D. Governance. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California, without regard to its principles of conflicts of law. PARTIES consent to the sole and exclusive jurisdiction and venue in the Federal or State courts in Los Angeles County, California, and agree that all disputes based on or arising out of this AGREEMENT shall only be submitted to and determined by said courts, which shall have sole and exclusive jurisdiction.

- E. Notices. Any notices permitted or required to be given under this AGREEMENT shall be sent by courier and addressed to the PARTIES as follows:

CITY: City of Los Angeles
Department of Recreation and Parks
Attn: Partnership Division
221 N. Figueroa Street, Suite 180
Los Angeles, CA 90012

YOUR PARK: Your Palisades Park Improvement Corporation
732 Patterson Place
Pacific Palisades, CA 90272

- F. Notices shall be deemed received when delivered by courier. PARTIES may change the person and address to which notice shall be given by giving notice of such change pursuant to the provisions of this AGREEMENT.
- G. No right, obligation, duty, benefit or promise of this Agreement, or any portion thereof, may be assigned by either party without the express written consent of the other party; provided that the YOUR PARK 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.
- I. It is the intent of the PARTIES that this AGREEMENT and the contributions contemplated hereby shall, for all purposes, be treated as a charitable contribution made to an organization organized and operated under Section 501 (c)(3) of the Code. It is intended that GIFT made by this AGREEMENT be used exclusively for charitable, religious, scientific or education purpose, as permitted to an organization organized and operated under Section 501 (c)(3) of the Code.
- J. The Recitals set forth at the beginning of this AGREEMENT of any matters or facts shall be conclusive proof of the truthfulness thereof and the terms and conditions set forth in the recitals, if any, shall be deemed a part of this AGREEMENT.

15. INCORPORATION OF DOCUMENTS

The following Exhibits are incorporated by reference:

- Exhibit A: Project Areas
- Exhibit B: Project Design Illustrations
- Exhibit C: Recognition Signage
- Exhibit D: Insurance requirements and instructions

[SIGNATURE PAGE FOLLOWS]

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

CITY:

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

YOUR PARK:

YOUR PALISADES PARK IMPROVEMENT CORPORATION, a California 501(c)(3) non-profit, corporation

By: _____
President

By: _____

By: _____
Secretary

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

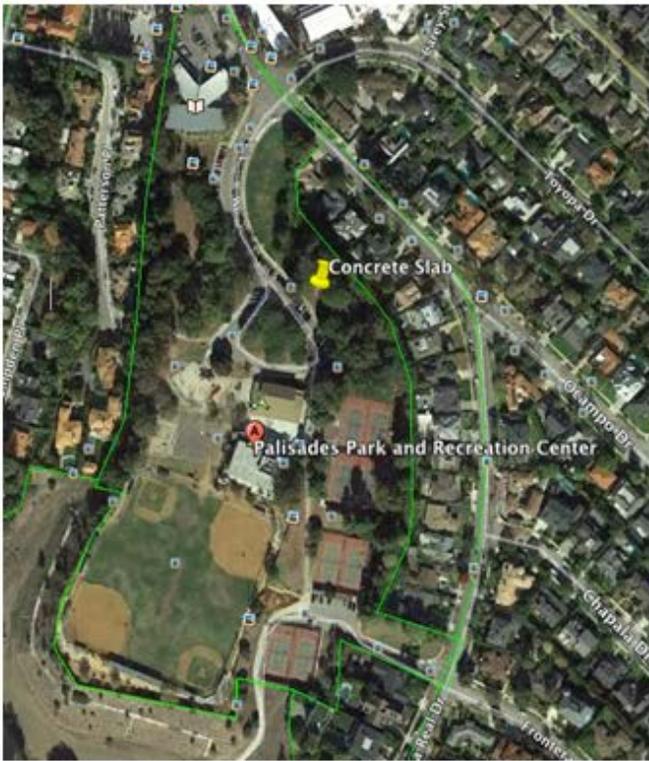
By: _____
Deputy City Attorney

Date: _____

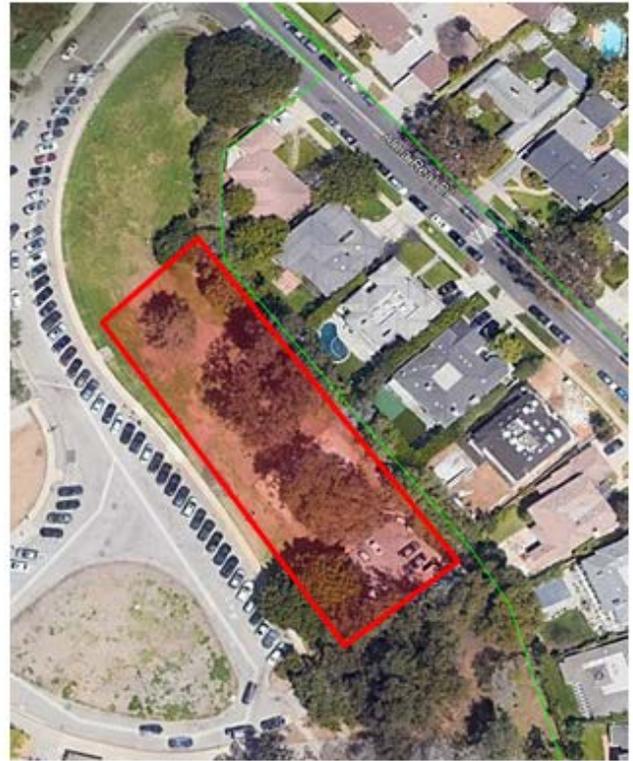
Exhibit A

Palisades Park and Recreation Center, 851 Alma Real Drive, Pacific Palisades, California 90272

Project Areas



Park Location



Project Approximate Location



Existing Picnic Area and Concrete Slab



Grove Proposed for New Picnic Area

Exhibit B

Project Design Illustration and Recognition Signage Locations



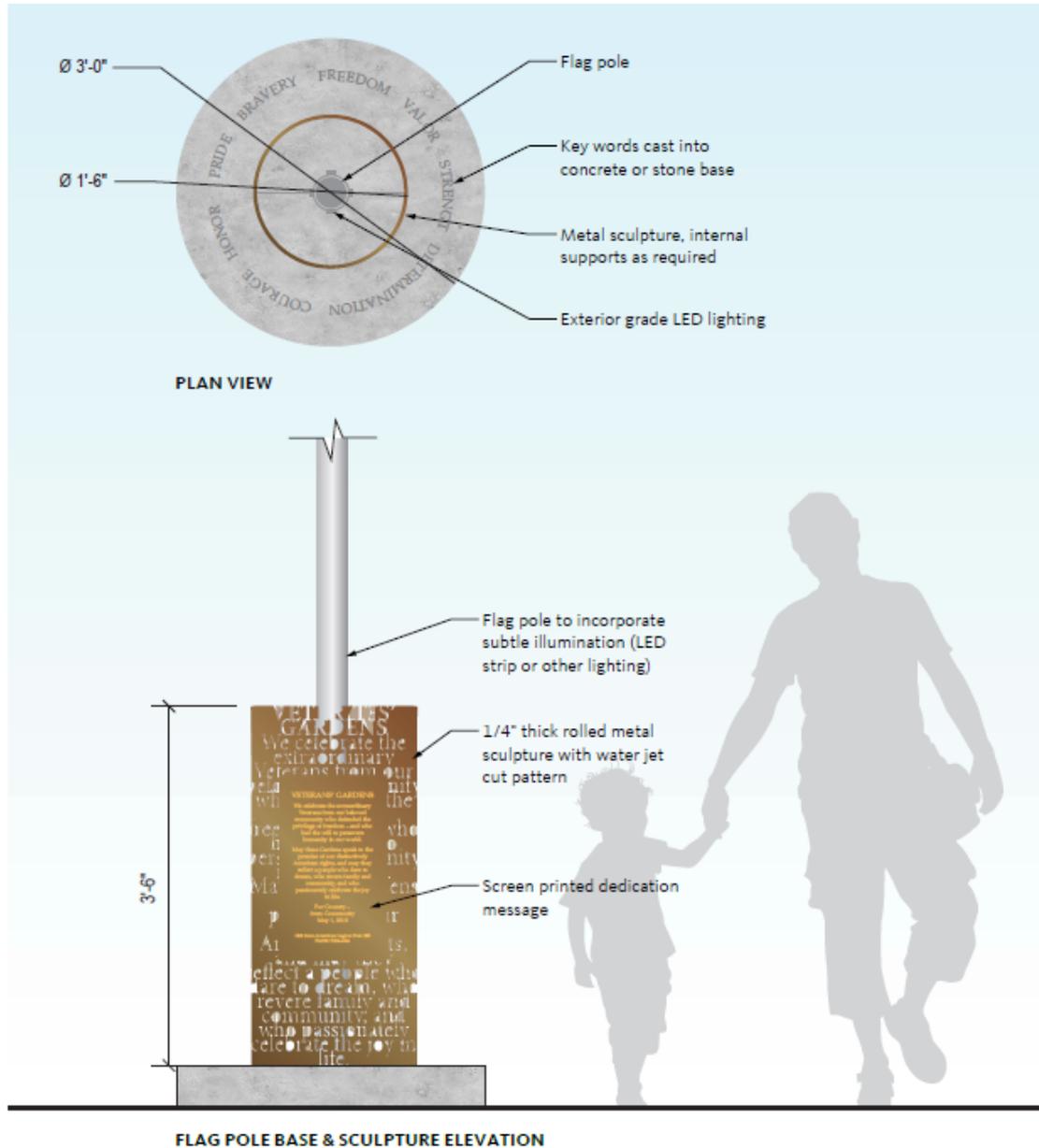
The general location(s) of Armed Forces and Donor Recognition Panels are identified by yellow highlighted areas above.

Recognition Signage content is further described and illustrated by Exhibit C.

Exhibit C

Recognition Signage

Flag Pole Base & Sculpture | Details



ELEVATION

Scale: 3/4" = 1'-0"

The language included on the Monument is provided on following page.

Exhibit C

Recognition Signage (Continued)

Flag Pole Monument Content:

VETERANS GARDENS

WE CELEBRATE THE EXTRAORDINARY VETERANS FROM OUR BELOVED
COMMUNITY
WHO DEFENDED THE PRIVILEGE OF FREEDOM, AND WHO HAD THE WILL TO
PRESERVE HUMANITY IN OUR WORLD.

MAY THESE GARDENS SPEAK TO THE PROMISE OF OUR DISTINCTIVELY
AMERICAN RIGHTS; AND MAY THEY REFLECT A PEOPLE WHO DARE TO DREAM,
WHO REVERE FAMILY AND COMMUNITY, AND WHO PASSIONATELY CELEBRATE
THE JOY OF LIFE.

FROM COMMUNITY - FOR COUNTRY

15 OCTOBER 2019

Exhibit C

Recognition Signage (Continued)

Donor Recognition Panels:



The language included on the Donor Recognition Panels is provided on following page.

Exhibit C

Recognition Signage (Continued)

Donor Recognition Panel Content:

The Donor Recognition Panels shall include a statement of appreciation from the City of Los Angeles and the names of project donors arrayed in order of the significance of their contributions and generally listed as follows:

<p>VETERANS' GARDENS Veterans' Gardens is a <i>home</i> in the great community of Pacific Palisades. It's home to all Palisadians and their families; from senior citizens to our children. Its 'living rooms' proudly honor those that preserve our most cherished rights.</p> <p><i>The City of Los Angeles Department of Recreation and Parks thanks and acknowledges Your Palisades Park Improvement Corporation for its leadership in developing Veterans' Gardens, and the following Donors for their generosity</i></p> <p><u>Founder's Circle</u> American Legion Ronald Reagan Post 283</p> <p><u>Visionary's Circle</u> Tina & Rick Caruso</p>	<p>MISSION The most beautiful thing in these gardens is <i>you</i>. May these gardens inspire you, re-awaken your dreams, and create memories you forever hold dear in your heart.</p> <p><u>Champion's Circle</u> Name Here</p> <p><u>Benefactor's Circle</u> Carey & Mike Skinner Rosa & Bob Sinnott</p> <p><u>Patron's Circle</u> Cindy & Bill Simon</p>	<p>THE JOURNEY Five Palisadians, Jimmy Dunne, Bill McGregor, Bob Harter, Jay McCann & Rob Jernigan shared a passionate belief that a community's park <i>matters</i>. That a community's park is a welcoming place to celebrate, to share experiences, and to find the joy and wonder of life.</p> <p><u>Ambassadors</u> The Jill & Mark Tabit Family Jeanne and Steve Robinson Mary Ellen & Chris Kanoff Eileen & John Huarte Mary & Jay Flaherty Carol & Carl Gregory Haldis Toppel Kathleen & Mike McRoskey</p> <p><u>Advocates</u> Lynn & Mike Croft Joan & Kent Sather Alicia & Bob Levitt Jay McCann Ann & Bob Harter</p>	<p>COMMUNITY The <i>community</i> of Pacific Palisades built Veterans' Gardens. Generous and passionate individuals, neighborhoods, organizations and businesses from our community stepped up to the challenge of re-imagining this extraordinary sense of place.</p> <p><u>Sustainers</u> Charlie & Lawry Meister Kelly & George Davis Suzanne & Richard Norton Kathy George & Steve Conforti Renee & Tom Harnsberger The Pacific Palisades Woman's Club Patti & Peter Best Sara Tuck Judy & Steven Jones</p> <p><u>Supporters</u> Lynn Brickner & Jerry Gallard Amy & James Childress Cheryl & Steve Crowe DeBard Johnson Family Foundation Karen & Dan Grigsby Barbara & John Ingram Susan Kohl Marian & John Niles Judy & Bernie Orsini Ann & George Smith Karen & Brett Sutherlin Sharon & George Browning Lani and Brad Favre Karen & Kit Jennings Donna & Bob Fol Sue & Jerry Jameson</p>	<p>VETERANS As you stroll through the gardens, may you hear the songs and proud voices of our past, present and future veterans of the Palisades. And may these gardens be a reflection of the distinctive American privileges that our veterans ever-preserve and protect.</p> <p><u>Friends</u> Diana & Tad Allen Becky & Jai Winding Brenda Anderson & Tom Rohlf Ann & Hank Banning-Wright The Chuck Black Family Jeannie & Fritz Burkart Rutz & Bill Finestone Gail & Dan Didden Maida & Wally Hastings John McNamee Melinda & Gustaf Sodebergh Colleen McAndrews & Rob Wood Jill Young Judy & Ted Howells Katherine & Dale Kiefer Karen & Gary Shaw Daniela & Doug Winters Arnie Wisnick Mav & Michael Wojciechowski Kay Howe The Keare Family The Ramsey Family</p>
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Exhibit C

Recognition Signage (Continued)

Armed Service Recognition Panels | Details



The language included on the Armed Forces Recognition Panels is provided on following page.

Exhibit C

Recognition Signage (Continued)

Armed Forces Recognition Panel Content:

The Military Branch panels will include the name of the Military Branch, the date the Branch was established, the Branch Insignia and a statement gratitude from RAP to the DONOR who contributed to the particular outdoor living room.

Below is sample statement of gratitude, using the name of a fictional donor:

Provided by Joe and Clara Smith
Honoring Sergeant John Smith for his service in Desert Storm

The Armed Forces Recognition Panels shall also include at the base of each panel, certain lyrics from respective Military Branch songs:

<u>MARINES</u>	<u>NAVY</u>	<u>ARMY</u>	<u>AIR FORCE</u>	<u>COAST GUARD</u>
“From the Halls of Montezuma To the shores of Tripoli; We fight our country’s battles On the land as on the sea; First to fight for right and freedom And to keep our honor clean; We are proud to claim the title Of United States Marine.	Anchors Aweigh, my boys, Anchors Aweigh. Farewell to foreign shores, We sail at break of day-ay-ay-ay. Through our last night ashore, Drink to the foam, Until we meet once more. Here's wishing you a happy voyage home.	Then it’s Hi! Hi! Hey! The Army’s on its way. Count off the cadence loud and strong For where e’er we go, You will always know That The Army Goes Rolling Along.	Off we go into the wild blue yonder, Climbing high into the sun; Nothing'll stop the U.S. Air Force!	Through surf and storm and howling gale, High shall our purpose be. Semper Paratus is our guide, Our fame, our glory too. To fight to save or fight and die. Aye! Coast Guard, we are for you.

Exhibit C

Recognition Signage (Continued)

Bocce Court Recognition Signage:

Each Bocce Court will have a simple plaque (12" x 24") set within the pavement adjacent to the court that identifies the number of the court and its principal sponsor. Each plaque would appear as follows, using examples with fictional donors:

Court One: In honor of Jimmy Smith and provided by his Friends

Court Two: Provided by Michael and Susie Smith

Court Three: Honoring Pamela Smith

Exhibit D

Insurance Requirements and Instructions

Required Insurance and Minimum Limits

Name: Contractors working on installation of improvements at Rosecrans Recreation Center Date: 11/01/2018

Agreement/Reference: Agreement with Los Angeles Parks Foundation for installation of improvements at Rosecrans Recreation Center
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)		
	WC <u>Statutory</u>	
	EL <u>\$1,000,000</u>	
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers	
	<input type="checkbox"/> Jones Act	
<hr/>		
<input checked="" type="checkbox"/> General Liability <u>City of Los Angeles must be named as an additional insured</u>		<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct _____	
<input type="checkbox"/> Fire Legal Liability _____		
<input type="checkbox"/> _____		
<hr/>		
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)		<u>\$1,000,000</u>
<hr/>		
<input type="checkbox"/> Professional Liability (Errors and Omissions)		
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>		
<hr/>		
<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"/> _____	
<hr/>		
<input type="checkbox"/> Pollution Liability		
<input type="checkbox"/> _____		
<hr/>		
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds		100% of the contract price
<input type="checkbox"/> Crime Insurance		

Other: 1) In a contractor has no employees and decides to not cover herself / himself for workers' compensation, please complete the form entitled "Release for Waiver of Workers' Compensation Insurance Requirement" located at <http://cao.lacity.org/risk/InsuranceForms.htm>
2) In the absence of imposed auto liability requirement, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

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

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

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

Contractor must provide City a thirty (30) day notice of cancellation (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

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

Verification of approved insurance and bonds may be obtained by checking **KwikComply**, the CITY's online insurance compliance system, at <https://kwikcomply.org/>.

4. **Renewal** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through **KwikComply** at <https://kwikcomply.org/>.

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

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

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

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

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

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

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

12. **Cyber Liability 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.