

APPROVED

JAN 16 2019

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 19-006

DATE January 16, 2019

C.D. 15

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ROSECRANS RECREATION CENTER - AGREEMENT WITH THE LOS ANGELES PARKS FOUNDATION FOR THE INSTALLATION OF PARK IMPROVEMENTS FUNDED BY THE S. MARK TAPER FOUNDATION; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 11 (3) [PLACEMENT OF MINOR STRUCTURES] OF THE CITY CEQA GUIDELINES

AP Diaz	_____	V. Israel	_____
R. Barajas	_____	S. Piña-Cortez	_____
H. Fujita	_____	* N. Williams	<u>Ndw</u>



General Manager

Approved X Disapproved _____ Withdrawn _____
With Corrections

RECOMMENDATIONS

1. Approve a proposed project at Rosecrans Recreation Center (Rosecrans) consisting of the installation of outdoor exercise equipment, new batting cage, enclosure of two existing baseball field dugouts, and three (3) new American with Disabilities Act (ADA) accessible water fountains (Improvements), collectively valued up to approximately One Hundred Fifty Thousand Dollars (\$150,000.00), through funding secured by the Los Angeles Parks Foundation (LAPF), a California nonprofit organization, through a grant from the S. Mark Taper Foundation;
2. Approve a proposed Gift Agreement (Agreement) with LAPF, attached hereto as Attachment 1, specifying the terms and conditions for the installation and donation of the subject Improvements;
3. Find that the proposed Improvements are categorically exempt from the California Environmental Quality Act (CEQA) and direct Department of Recreation and Parks (RAP) staff to file a Notice of Exemption (NOE);
4. Authorize the 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 the NOE;
5. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed Agreement to the City Attorney for review and approval as to form;
6. Authorize the Board President and Secretary to execute the Agreement upon receipt of the necessary approvals;

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7. Authorize RAP Planning, Maintenance and Construction (PMC) Branch staff, upon approval of the Agreement, to issue a Right of Entry (ROE) permit to LAPF's contractors allowing access to Rosecrans to construct, install and complete the Improvements in accordance with the terms and conditions of the proposed Agreement;
8. Accept the Improvements as a gift to the City of Los Angeles (City) upon completion, subject to a post-development inspection by PMC staff, and authorize that appropriate recognition be given to the S. Mark Taper Foundation **in the form of donor recognition signage not to exceed 18" x 24" in size**, included in the proposed Agreement and described herein.

SUMMARY

LAPF, being a long-standing supporter of RAP and its parks, continuously works to identify and address the need for park improvement(s) or program support. Rosecrans, located at 840 West 149th Street, Gardena, California 90247, was identified by LAPF through discussions with RAP staff from the Recreation Services and PMC Branches, for the park Improvements consisting of outdoor exercise equipment, a new batting cage, enclosure of two existing baseball field dugouts, and installation of ADA accessible drinking fountains. LAPF applied for and was awarded a grant from the S. Mark Taper Foundation in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00), for the purchase and installation of said Improvements.

In accordance with the terms and conditions of the proposed Agreement, LAPF will contract directly with general contractors, sub-contractors, and vendors (collectively "Contractors") for the purchase, construction, and/or installation of the Improvements (Project), estimated in value up to approximately \$150,000.00. The Project shall be performed pursuant to design plans and specifications approved by PMC. Contractors' access to the site will be authorized through a right of entry permit issued by PMC. LAPF, as the recipient of the S. Mark Taper Foundation grant, will make payments directly to the Contractors in accordance with their agreed-upon contract, subject to direction and guidance from PMC staff. The tentative timeline for completion of the batting cage, dugout enclosure, and drinking fountains is anticipated to be by April/May 2019, and completion of the fitness area and recognition plaque by May/June 2019. Following the Project's completion, a ribbon cutting ceremony is being planned for some time in June, 2019.

In appreciation of the proposed Improvements and subject to Board approval, a recognition plaque will be installed within the Project area containing the words:

"The City of Los Angeles Department of Recreation and Parks,
along with the Los Angeles Parks Foundation, thanks and acknowledges
the S. Mark Taper Foundation for its generous donation to Rosecrans Recreation Center".

Staff recommends approval of this report as it provides for authorization to enter into the proposed Agreement and for the Board's acceptance of the completed Improvements as a gift to the City of Los Angeles for the future benefit and enjoyment of park patrons, subject to the completion of a post-development inspection by PMC staff.

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ENVIRONMENTAL IMPACT STATEMENT

The proposed Project involves the purchase and installation of outdoor exercise equipment and the construction of other park improvements in an existing recreation center pursuant to the proposed Agreement. As such, RAP staff recommends that the Board determine that the proposed Project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 11 (3) of the City CEQA Guidelines (placement of minor structures), as well as pursuant to Article 19, **Section 153111** of the California CEQA Guidelines. A Notice of Exemption will be filed with the Los Angeles County Clerk upon approval by the Board.

FISCAL IMPACT STATEMENT:

The installation of the Improvements and/or completion of the Project will not have any fiscal impact on RAP's General Fund, as associated costs will be funded entirely by LAPF through a grant provided by the S. Mark Taper Foundation. Future maintenance of the Improvements will be addressed through Rosecrans Recreation Center's existing maintenance budget and subsequent annual budget processes.

This Report was prepared by Joel Alvarez, Sr. Management Analyst II, and Raymond Chang, Management Analyst II, Partnership Division.

LIST OF ATTACHMENTS

- 1) Proposed Agreement (**Corrected**)

**AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND
LOS ANGELES PARKS FOUNDATION
FOR THE INSTALLATION OF PARK IMPROVEMENTS
AT
ROSECRANS 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 the Los Angeles Parks Foundation ("LAPF"), a California 501(c)(3) non-profit corporation. CITY and LAPF 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 Rosecrans Recreation Center ("PARK"), located at 840 West 149th Street, Gardena, California 90247; and,

WHEREAS, CITY desires to have various recreational improvements constructed and/or installed at the PARK, generally consisting of the installation of new outdoor fitness equipment, a new batting cage, enclosure of two existing baseball field dugouts, and three new American with Disabilities Act (ADA) accessible drinking fountains (collectively referred to as "IMPROVEMENTS"), for the benefit and enjoyment of park patrons, in accordance with the terms and conditions of this AGREEMENT at general locations illustrated by the Site Map attached hereto and incorporated herein by reference as Exhibit A; and,

WHEREAS, LAPF has received a grant from the S. Mark Taper Foundation ("DONOR"), in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00), to fund the proposed IMPROVEMENTS valued up to approximately One Hundred Fifty Thousand Dollars (\$150,000.00); and,

WHEREAS, LAPF has agreed to enter into contracts with licensed contractors and vendors (collectively "CONTRACTORS") for the purchase, construction and installation of the IMPROVEMENTS ("PROJECT"), pursuant to plans and specifications ("PLANS") approved by RAP's Planning, Maintenance and Construction Branch ("PMC"), to be performed during calendar year 2019, at no cost to the CITY; and,

WHEREAS, LAPF has agreed to pay such CONTRACTORS under guidance and direction from PMC, and 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 this 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.

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 this AGREEMENT, LAPF 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 January 16, 2019 (Report No. 19-006)

2. PARTIES:

LAPF: Los Angeles Parks Foundation
Nursery House
2650 North Commonwealth Avenue
Los Angeles, CA 90027

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

3. FUNDING:

Prior to the commencement of any construction activities associated with the PROJECT, LAPF shall confirm to RAP in writing that all necessary funding to ensure the completion of the IMPROVEMENTS has been received by LAPF from the DONOR. It is understood that LAPF has been awarded funding in the total amount of One Hundred Fifty Thousand Dollars (\$150,000.00) for purposes of completing the IMPROVEMENTS described herein, valued up to approximately One Hundred Fifty Thousand Dollars (\$150,000.00), as described by the Adopt-A-Park Proposal and cost estimate attached hereto and incorporated herein by reference as Exhibit B.

The funding described above shall be used for the GIFT and scope of work as follows:

- Purchase of eight pieces of outdoor fitness equipment;
- Addition of a concrete pad to a portion of the existing rectangular parcel behind recreation center building and installation of the fitness equipment and one instructional message board;
- Installation of one new batting cage near the ball diamond;
- Enclosure of two existing baseball field dugouts with fencing;
- Installation of three new ADA accessible water fountains; and,
- Installation of a donor recognition plaque.

Attached hereto and incorporated herein by reference as Exhibit C is a description of the Proposed Outdoor Fitness Zone equipment, listing and illustrating the type of fitness equipment to be installed.

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 CITY set forth in this AGREEMENT, and unless otherwise terminated pursuant to the terms and conditions contained herein, this AGREEMENT shall expire one (1) year from the EFFECTIVE DATE or upon completion of the PROJECT, whichever occurs first. Any amendment, extension, or modification to this AGREEMENT shall be executed pursuant to prior approvals by the BOARD and City Attorney.
- B. LAPF may terminate this AGREEMENT, in their sole discretion, immediately upon written notice to CITY, and shall not be liable to CITY for any reason for terminating this AGREEMENT if:
- i. CITY uses, or authorizes use of the 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 due to delays caused directly by CITY;
 - iii. The land upon which IMPROVEMENTS are to be located is no longer owned or leased by CITY;
 - iv. The IMPROVEMENTS cease to be operated by CITY, or CITY changes the use of the IMPROVEMENTS from their original intended use or CITY changes or restricts public access to the IMPROVEMENTS or charges a fee for use of the IMPROVEMENTS except as provided for in this AGREEMENT;
 - v. In the LAPF’s sole opinion, IMPROVEMENTS or the activities held thereon, are determined to be harmful, degrading or diluting to the reputation of the LAPF, the LAPF name, or that of their affiliates;
 - vi. LAPF, 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,
 - vii. CITY materially breaches any term or condition of this AGREEMENT.

C. This AGREEMENT shall be terminated if either PARTY ceases to conduct its business or shall make any involuntary assignment of either its assets or its business for the benefit of creditors; or if a trustee or receiver is appointed to administer or conduct the party's business affairs; or, if any insolvency proceedings are conducted against a PARTY and are not terminated or dismissed within forty (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, LAPF agrees to pay all CONTRACTORS directly, as required for the completion of the IMPROVEMENTS.

A. Design and Location:

- i. CITY shall prepare or cause to be prepared, and provide the design(s) for the IMPROVEMENTS ("PLANS").
- ii. IMPROVEMENTS shall be constructed on CITY owned property within the PARK, pursuant to the PLANS provided by PMC, at the locations at the PARK attached hereto and incorporated herein by reference as Exhibit A.

B. Construction:

- i. LAPF shall pay all costs for the construction of IMPROVEMENTS, pursuant to PLANS approved by RAP.
- ii. RAP shall be the lead agency with respect to construction activities and shall oversee the construction of IMPROVEMENTS, including the completion of environmental clearances and any other permits required by law. All costs and filing of documents required for obtaining said clearances, approvals and authorizations shall be borne by RAP through funding secured by LAPF from DONOR.
- iii. The tentative timeline for construction of IMPROVEMENTS is:
 - Batting cage, dugout fencing and water fountains to be completed by April / May 2019,
 - Fitness area and recognition plaque to be completed by May/June, 2019, and
 - Ribbon cutting ceremony to take place in June, 2019.

6. POST-CONSTRUCTION:

- A. Upon completion of IMPROVEMENTS, RAP shall conduct a Post-Development Inspection to ensure that the IMPROVEMENTS have been performed pursuant to the approved PLANS, and in compliance with the terms and conditions of this AGREEMENT.
- B. Following RAP's approval and/or acceptance of the completed IMPROVEMENTS, as confirmed in writing by the RAP General Manager or designee, and subsequent opening of the IMPROVEMENTS to the public, LAPF shall have no involvement with the use, operation, maintenance, landscaping, repair, insurance, or modifications of IMPROVEMENTS.
- 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. 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:

During the term of this AGREEMENT:

- A. PARTIES also shall have the right to publicize, show photographs of, use the name of, and otherwise promote their respective contributions to the IMPROVEMENTS, including that of the DONOR, subject to the terms and conditions of this AGREEMENT;
- B. CITY and LAPF acknowledges that each of the PARTIES' names, including the DONOR, and other intellectual property of CITY, LAPF and DONOR have substantial goodwill. Therefore, CITY further acknowledges and agrees that all use of the LAPF name, and that of the DONOR, shall inure to the sole and exclusive benefit of LAPF, DONOR, and CITY, in accordance with the terms and conditions set forth in this AGREEMENT. Additionally, LAPF further acknowledges and agrees that all use of the CITY name pursuant to this AGREEMENT shall inure to the sole and exclusive benefit of CITY, and LAPF agrees that LAPF and DONOR shall use the CITY name solely in accordance with the terms and conditions set forth in this AGREEMENT.

- 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, and the use or promotion of IMPROVEMENTS; except as may be legally required by applicable laws, regulations, or judicial order.
- i. To the extent stipulated in any grant agreement, partnership agreement, donation agreement, or other agreement, PARTIES shall duly notify any grantors, donors, partners or other party, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement or other funding source, and shall provide the opportunity for attendance and participation by grantor, donor, partner, or other respective representatives;
 - ii. 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 LAPF; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or LAPF, in whole or in part, 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; and
 - iii. LAPF agrees that any public release or distribution of information related to 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 DONOR, as requested by LAPF and approved by the BOARD in accordance with the RAP Sponsorship Recognition Policy.
- B. DONOR shall be recognized for their generosity through appropriate signage at the IMPROVEMENTS in the form of a plaque **not to exceed 18" x 24" in size** acknowledging the GIFT, as mutually approved by PARTIES and the BOARD in accordance with RAP Policy . The plaque is to have the wording,

**“The City of Los Angeles
Department of Recreation and Parks,
along with the Los Angeles Parks Foundation,
thanks and acknowledges the S. Mark Taper Foundation
for its generous donation to
Rosecrans Recreation Center”**

- C. CITY shall maintain the right to use the IMPROVEMENTS and associated name in conducting RAP operations and events. For purposes of clarification, CITY shall have no right to use the LAPF or DONOR name in any manner that suggests LAPF is a sponsor or co-sponsor of any daily operations or events at the IMPROVEMENTS to which they are not affiliated or sponsoring. No other company, entity or individual's name shall be used in connection with IMPROVEMENTS during the TERM, without RAP's prior written approval.

10. REPRESENTATIONS AND WARRANTIES:

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

CONTRACTORS working on 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.

B. City Self-Insurance Program

The CITY of Los Angeles is permissively self-insured for Workers' Compensation under California law. LA 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.

13. BOOKS AND RECORDS:

LAPF and CITY shall maintain records, including records of financial transactions, pertaining to the performance of this AGREEMENT, in their original form, in accordance with requirements prescribed by CITY and LAPF. These records shall be retained for a period of 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 LAPF personnel or by their representative(s) at any time during the TERM of this AGREEMENT, or within the three (3) years following the termination date of this AGREEMENT, 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 LAPF 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. LAPF shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will LAPF 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 LAPF 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

LAPF: Los Angeles Parks Foundation
Attn: Carolyn Ramsay, Executive Director
Griffith Park Nursery House
2650 North Commonwealth Avenue
Los Angeles, CA 90027

- 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 LAPF may assign to an affiliate with prior written consent by CITY.
- H. CITY's use of IMPROVEMENTS shall be primary to any other use by any other party, including LAPF.
- I. If any provision of this AGREEMENT is declared or determined to be unlawful, invalid or unconstitutional, that declaration shall not in any manner affect the legality of the remaining provisions, and each provision of this AGREEMENT shall be deemed to be separate and severable from every other provision.
- J. 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.
- K. 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: Site Map
- Exhibit B: Adopt-A-Park Proposal – Rosecrans Park
- Exhibit C: Proposed Outdoor Fitness Zone
- Exhibit D: Insurance requirements and instructions

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

LAPF:

LOS ANGELES PARKS FOUNDATION, 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

Site Map

Rosecrans Recreation Center, 840 West 149th Street, Gardena, California 90247.

ROSECRANS RECREATION CENTER - S. MARK TAPER FOUNDATION GRANT IMPROVEMENTS



Exhibit B

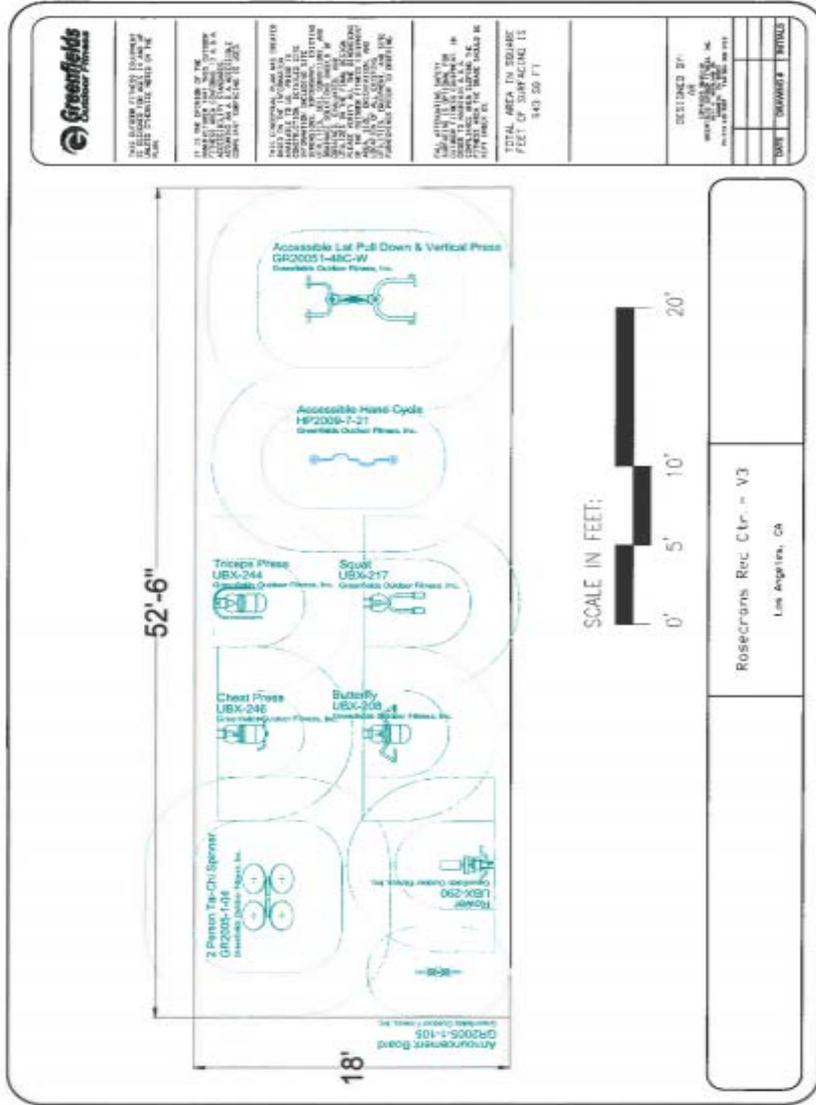
Adopt-A-Park Proposal - Rosecrans Park	
Outdoor Fitness Zone - Equipment (8 units)	\$39,550
Site prep, mobilization, and concrete base	\$12,238
Installation	\$1,300
Baseball Batting Cage (1)	\$25,980
Softball Field Dugout Fencing (2)	\$13,888
Assessible Drinking Fountains (3)	\$30,000
Capital Improvements Total	\$122,956
Project Contingency (10%)	\$12,296
LA Parks Foundation Fiscal Management Fee(12%)	\$14,755
TOTAL	\$150,006.32



**CA - LOS ANGELES - ROSECRANS RECREATION CENTER V.3
PROPOSED OUTDOOR FITNESS ZONE**

Exhibit C

Proposed Outdoor Fitness Zone

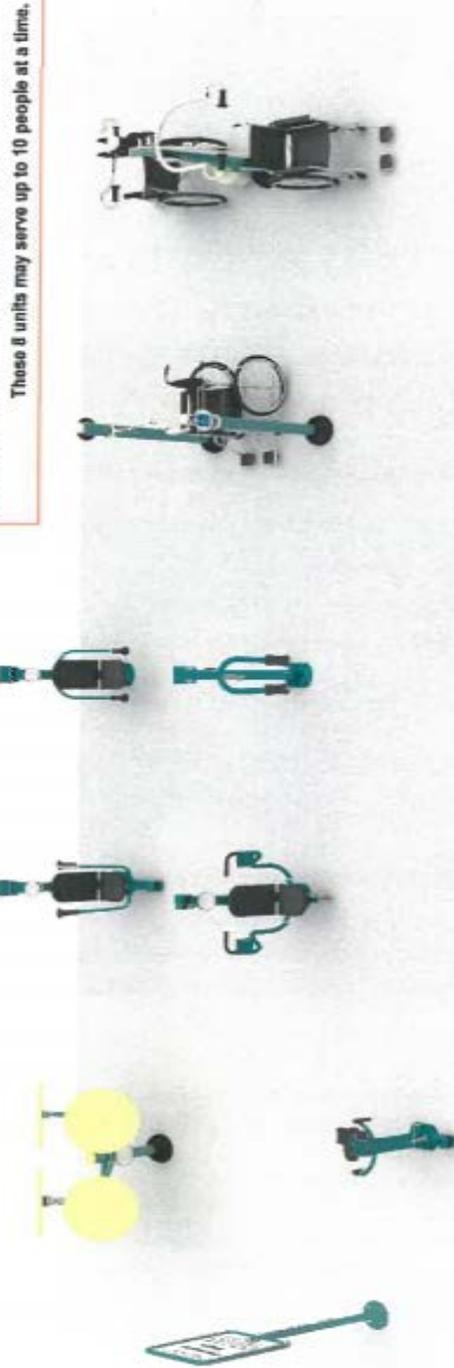


This presentation has been designed for printing on tabloid (11"x17") sized paper.

**CA - LOS ANGELES - ROSECRANS RECREATION CENTER V.3
PROPOSED OUTDOOR FITNESS ZONE**



PROPOSED EQUIPMENT LIST	
SGR2005-1-04	2-Person Tai-Chi Spinner
SGR2005-1-48C-W	2-Person Accessible Lat Pull-Down & Vertical Press
SHP2009-7-21	Accessible Hand Cycle
UBX-208	Butterfly
UBX-217	Squat
UBX-244	Triceps Press
UBX-246	Chest Press
UBX-280	Rower
SGR2005-1-105	Announcement Board



These 8 units may serve up to 10 people at a time.

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.

Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)
General Liability - City of Los Angeles must be named as an additional insured
Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)
Professional Liability (Errors and Omissions)
Property Insurance (to cover replacement cost of building - as determined by insurance company)
Pollution Liability
Surety Bonds - Performance and Payment (Labor and Materials) Bonds
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.