

APPROVED

APR 01 2021

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 21-054

DATE April 01, 2021

C.D. 15

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: CABRILLO MARINE AQUARIUM – AGREEMENT WITH THE AMERICAN CETACEAN SOCIETY ESTABLISHING ROLES, RESPONSIBILITIES, AND RELATIONSHIP FOR SUPPORT OF THE CABRILLO WHALEWATCH PROGRAM

AP Diaz \_\_\_\_\_ \* M. Rudnick MR
H. Fujita \_\_\_\_\_ C. Santo Domingo \_\_\_\_\_
V. Israel \_\_\_\_\_ N. Williams \_\_\_\_\_

M. Shue
General Manager

Approved x Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS

- 1. Approve a proposed Agreement (Agreement) for a five year term, with one option to extend the term for an additional five (5) years, with the American Cetacean Society (ACS) in the form attached hereto as Attachment 1, establishing the respective roles, responsibilities, and financial relationship of the Department of Recreation and Parks (RAP) and ACS, to support the Cabrillo Whalewatch Program (CWP), subject to the approval of the City Council and approval of the City Attorney as to form, and all other necessary and appropriate approvals;
2. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed Agreement for the appropriate approvals, and to the City Attorney for review and approval as to form; and,
3. Authorize the Board President and Secretary to execute the Agreement upon receipt of the necessary approvals.

SUMMARY

In 1972, John Olguin, then director of the Cabrillo Marine Aquarium (Aquarium), started the CWP as a joint program between the Aquarium and ACS to promote and encourage students from local schools to experience the enjoyment and benefits of whale watch boat trips. This partnership quickly resulted in an iconic program successfully engaging children and adults about whales and the local marine ecosystems, and to emphasize the need to conserve and protect our natural resources.

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CWP accomplishes its mission through the working collaboration between the Aquarium with ACS which is the first whale, dolphin, and porpoise conservation group in the world. The Aquarium plays a crucial role in this relationship by training volunteer naturalists who engage with the public aboard whale watch boats and at community events and classrooms, about ecology and threats to our local marine mammals. Over 100 naturalists are trained on a yearly basis who then share their extensive knowledge and enthusiasm on whale watch boats. Since its inception, the CWP has educated over 1.5 million people on whales and conservation. The program reaches at least 18,000 participants per year with half of these participants being school children. The volunteer guides provide the education on half-day trips to witness the migration of whales and other marine life from December through April each year. These trips occur 7 days a week and launch out of three landings in southern California.

The proposed Agreement sets forth the roles and responsibilities of each of the parties in connection with the operation of the CWP. Key responsibilities of RAP are to provide staff to support the CWP and ensure that CWP volunteers are registered volunteers with RAP, meeting all established RAP volunteer guidelines which includes but is not limited to registering and fingerprinting volunteer candidates for Department of Justice (DOJ) background checks. Key responsibilities of ACS are to collect and record revenue generated by the CWP and disburse payments to CWP associated vendors, contractors, and creditors, and properly account for such expenditures. ACS will submit an annual budget to RAP for approval by the CMA Executive Director, or designee, and the books and records related to the CWP funds will be subject to review by RAP. All retained earnings from CWP operations in any fiscal year will be utilized only in connection with the CWP and as approved by the Aquarium's Executive Director. The initial term of the Agreement shall be five years with RAP having the option, exercisable at RAP's sole discretion, to extend the term for an additional five year period.

### FISCAL IMPACT

The proposed Agreement has no negative impact on the Aquarium's operations or RAP's General Fund, inasmuch as all funds generated by CWP will be used to support the CWP program. By defining the relationship between the CITY and ACS with regards to the CWP, the Agreement provides the foundation for continued support of the CWP.

This Report was prepared by Crislyn McKerron, Chief Management Analyst Cabrillo Marine Aquarium

### STRATEGIC PLAN INITIATIVES AND GOALS

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

**Goal No. 5:** Ensure an Environmentally Sustainable Park System

**Outcome No. 4:** Increased opportunities for environmental education

**Key Metric:** Number of individual scholarships school children and general public educated on whale migration, life cycle, and conservation

**Target:** Provide education to 20,000 participants per whale watch season

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LIST OF ATTACHMENTS

- 1) Proposed Agreement

**AGREEMENT  
BETWEEN THE CITY OF LOS ANGELES  
AND  
THE AMERICAN CETACEAN SOCIETY  
FOR THE  
JOINT OPERATION OF THE CABRILLO WHALEWATCH PROGRAM**

**This AGREEMENT** (AGREEMENT) is entered into as of \_\_\_\_\_, 20\_\_\_\_, (COMMENCEMENT DATE) by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (CITY) and the American Cetacean Society, a California 501(c)(3) non-profit organization (ACS), to operate the Cabrillo Whalewatch Program (CWP) through the ACS Los Angeles Chapter (ACS-LA), in conjunction with the City of Los Angeles Cabrillo Marine Aquarium. CITY and ACS 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 the Cabrillo Marine Aquarium (CMA), located at 3720 Stephen M. White Drive, San Pedro, CA 90731, which is dedicated to being a trusted recreational resource that provides educational benefits to the community that inspires exploration, respect, and conservation of Southern California marine life; and,

**WHEREAS**, ACS, a nonprofit organization, has been dedicated to protecting cetaceans such as whales, dolphins, porpoises, and their habitats through public education, research grants, and conservation activities since 1967; and,

**WHEREAS**, in 1972, John Olguin, then director of the Cabrillo Marine Museum (CMM), started the CWP as a joint program between the CMM and ACS-LA, the local chapter of ACS, to promote and encourage students from local schools to experience the enjoyment and benefits of whale watch boat trips; and,

**WHEREAS**, pursuant to the terms and conditions set forth in this Agreement, the Parties desire to continue to collaborate in the operation of the CWP by valuing the best interests of the whales and in furtherance of the purpose of the CWP, which is to engage and enlighten children and adults about whales and the local marine ecosystems, to emphasize the need to conserve and protect our natural resources.

**WHEREAS**, CITY, through the Board of Recreation and Park Commissioners (BOARD), agreed to accept ACS’s offer of joint operation of CWP under the terms and conditions set forth in this Agreement at the BOARD’s meeting of \_\_\_\_\_ (Board 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. PARTIES**

ACS: American Cetacean Society – National Headquarters  
P.O. Box 51691  
Pacific Grove, CA 93950

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

**2. PURPOSE**

This Agreement sets forth the roles and responsibilities of each of the Parties in connection with the operation of the CWP. The purpose of the CWP is to engage and enlighten children and adults about whales and the local marine ecosystems, and to emphasize the need to conserve and protect our natural resources. The CWP accomplishes this through the working collaboration described in this Agreement, between CMA and ACS, through such activities including but not limited to, training of volunteer naturalists who engage with the public aboard whale watch boats and at community events and classrooms, about ecology and threats to our local marine mammals. Over 100 naturalists are trained on a yearly basis who then share their extensive knowledge and enthusiasm on the whale watch boats. The CWP provides thousands of school-children and the public, with volunteer guides on half-day trips to witness the migration of whales and other marine life. The CWP is administered by the Cabrillo Whalewatch Committee (CWC) in accordance with the CWC guidelines as set forth in Section 7 of this Agreement. In addition, each of the Parties have certain responsibilities with respect to the CWP, as more fully set forth below in Section 3 of this Agreement.

**3. RESPONSIBILITIES OF CABRILLO MARINE AQUARIUM**

- 3.1 CMA shall provide staff to support the CWP and ensure that CWP volunteers are registered volunteers with RAP, meeting all established RAP volunteer guidelines which includes but is not limited to registering and fingerprinting volunteer candidates for Department of Justice background checks.
- 3.2 CMA shall provide education for CWP volunteers in connection with the CWP mission.

- 3.3 CMA shall, during its normal operating hours, provide a work area, telephone and internet for the CWP Coordinator at CMA at a location to be determined by sole discretion of CMA Executive Director.
- 3.4 CMA shall provide facility space to conduct training of CWP naturalists and volunteers.
- 3.5 CMA shall review, approve, and mail promotional materials for the CWP at the discretion of the CMA Executive Director, or Designee.

#### **4. RESPONSIBILITIES OF AMERICAN CETACEAN SOCIETY**

- 4.1 ACS-LA shall collect and record revenue generated by the CWP (“CWP Funds”) and shall disburse from such revenue direct payments to CWP associated vendors, contractors, and creditors, and properly account for such expenditures. Consent for such financial disbursements shall be obtained by ACS-LA submitting an annual budget to RAP for approval by the CMA Executive Director, or designee. ACS shall not commingle CWP Funds with any other funds and all such funds shall be kept for the benefit of CWP. All records of CWP Funds shall be available for inspection at any time by City. ACS-LA shall remain primarily liable for all payments to be made to CWP associated vendors, contractors, and creditors.
- 4.2 ACS-LA shall hire and provide for the benefit of the CWP, a Whalewatch Coordinator to be responsible for secretarial and administrative duties related to the CWP.
- 4.3 Prior to the selection and hiring of the Whalewatch Coordinator by ACS-LA, ACS-LA shall consult with the CMA Executive Director or designee during the selection process to allow for CMA input in selecting the best candidate. No selection for the position of Whalewatch Coordinator shall be final unless approved by the CMA Executive Director or designee. ACS-LA shall ensure that in no event shall the Whalewatch Coordinator be considered a contractor or employee of the CITY.
- 4.4 ACS-LA shall contract directly with licensed and certified boat companies to provide the boat company’s passengers with education about whales and the local marine ecosystems. ACS-LA shall ensure that such contract(s) contain a provision specifically naming CITY as an additional insured on each boat company’s insurance policy chartered by ACS-LA. ACS-LA shall ensure that in no event shall any boat company so

contracted and chartered by ACS-LA is considered a contractor of the CITY.

- 4.5 Any and all contracts to which ACS-LA enters into for the benefit of the CWP shall be done in consultation with the CMA Executive Director, or Designee, but CITY shall not be listed as a party to any such contract.
- 4.6 In furtherance of the CWP, and to supplement CWP revenue, ACS-LA may offer marine-themed merchandise consistent with the mission of CMA and ACS-LA, to CWP participants and supporters, as well as to the general public. Such merchandise offered for sale, including the type and prices and the manner in which it is sold, shall be subject to prior approval by the CMA Executive Director or Designee before being sold.

## **5. FINANCES**

- 5.1 The CWP Fiscal Year shall be from July 1 to June 30 of each year. Following the conclusion of a CWP fiscal year, and no later than September 30th each year, an annual budget for the following CWP season shall be prepared by ACS-LA and approved by the CMA Executive Director or Designee, and the CWC.
- 5.2 The approved annual budget for the 2019-2020 CWP fiscal year will include retained earnings from the prior year's operations with sufficient cash flow for administrative expenses and other budget approved expenses such as payments for the Whalewatch Coordinator, and administrative expenses, such as but not limited to, office supplies, printing and graphics for brochures, certificates, training, educational, and promotional materials, and other budget approved expenses.
- 5.3 Retained earnings (reserves) from CWP operations in any fiscal year shall be utilized only in connection with the CWP and only for those CWP-related purposes as expressly approved by CMA Executive Director, or Designee, and ACS-LA with consideration of recommendations from the CWC regarding the use of such net reserves. ACS-LA shall not use any funds from retained earnings or reserves for any purpose without the express written approval of the CMA Executive Director or Designee.

6. **TERM AND TERMINATION** This AGREEMENT shall be effective on the COMMENCEMENT DATE stated above, and shall terminate five (5) years from such date ("Term") with an option to extend the Term for 5 years at the sole discretion of RAP, following a request from ACS, subject to the terms and conditions of this AGREEMENT.

In addition to termination for an uncured breach or default, this AGREEMENT can be terminated at any time by CITY or ACS-LA with a minimum of sixty (60) days advance written notice to the other PARTY. Such termination notice shall state the specific date upon which this AGREEMENT shall terminate. The right of the PARTIES to terminate this AGREEMENT shall remain unconditional, but subject to further discussion if mutually desired and acceptable by PARTIES. Should CITY or ACS-LA elect to terminate this AGREEMENT, ACS-LA agrees to immediately cease all CWP operations and related activities. Neither ACS, CITY, nor any board, officer, or employee thereof, shall be liable in any manner to the other PARTY because of such termination. Notwithstanding anything to the contrary in this Agreement, the loss of non-profit status by ACS shall be a cause for immediate termination of this AGREEMENT by the City. Upon termination of this AGREEMENT, any and all remaining CWP Funds shall be split equally between the CITY and ACS-LA.

**7. CABRILLO WHALEWATCH COMMITTEE**

The Cabrillo Whalewatch Committee (CWC) shall consist of at least two persons (2) appointed by CMA, and two (2) persons appointed by ACS-LA. Any additional Committee members shall be active, participating volunteers of the Cabrillo Whalewatch Program and shall be jointly agreed upon by ACS-LA and CMA. The role of the CWC is to oversee the implementation of the CWP according to the terms of this agreement.

**8. ENCUMBRANCE OF AGREEMENT** No assignment, sublease, transfer, gift, hypothecation of grant of control, or other encumbrance of the AGREEMENT, or any interest therein or any right or privilege thereunder, whether voluntary or by operation of law, shall be valid for any purpose unless made in writing and approved by City in writing.

**9. WAIVER OF CONDITIONS** No waiver by either PARTY at any time of any terms or conditions of this AGREEMENT shall be a waiver at any subsequent time of the same or any other term or condition.

**10. BOOKS AND RECORDS**

10.1 ACS-LA shall maintain, during the term of the AGREEMENT, a system of accounting whereby its accounts related to CWP and the CWP Funds can be readily identified as pertaining solely to CWP. Under no circumstances shall ACS-LA commingle any funds or accounts related to the CWP Funds with any other funds. ACS-LA shall provide to CMA Executive Director no later than September 30 each year, a Financial Statement including a Profit

and Loss Statement and a Balance Sheet covering operations for the most recently completed CWP fiscal year using Generally Accepted Accounting Principles (GAAP).

- 10.2 ACS-LA shall provide to CMA Executive Director no later than September 30 each year, the Annual Report for the most recently completed CWP fiscal year, which shall include, but not be limited to, the names and hours donated by CWP volunteers, the number of boat trips and number of participants served, the number of CWP presentations conducted in classrooms and the number of students served, as well as any other information providing RAP and CMA with a complete understanding of what occurred during the previous CWP fiscal year (accomplishments, challenges, issues, etc.).
- 10.3 CMA and RAP staff shall have during the TERM of this AGREEMENT the right to review and copy any and all reports and records pertaining to this AGREEMENT.
- 10.4 ACS-LA shall retain, and CMA staff shall have access to and the right to examine, until seven (7) calendar years after the expiration of this AGREEMENT, any of the pertinent books, documents, papers, and records from ACS-LA related to this AGREEMENT including Federal and State income tax returns filed.

## **11. INSURANCE**

- 10.1 Under this AGREEMENT and periodically as required during its TERM, ACS-LA shall ensure that all charter boat companies contracted by ACS-LA shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. Such charter boat companies contracted by ACS-LA in connection with the CWP shall name the City of Los Angeles and its boards, officers, agents, employees, assigns and successors in interest as an additional insured for all required coverages, as applicable. ACS-LA will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to CITY's Risk Manager and shall include the types and minimum limits set forth in Exhibit B attached hereto and incorporated herein by reference.
- 10.2 ACS-LA shall require all contracted charter boat companies to maintain all such insurance at their sole cost and expense throughout the TERM of this AGREEMENT. CITY may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in

effect by giving ACS sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to the contracted charter boat companies.

**12. INDEMNIFICATION/HOLD HARMLESS** Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, ACS shall defend, indemnify and hold harmless the CITY and any of its boards, officers, agents, employees, assigns and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, (1) 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), (2) damages or liability of any nature whatsoever, (3) for death or injury to any person, including ACS's employees and agents, or (4) damage or destruction of any property of either party hereto or third parties, arising in any manner by reason of an act, error, or omission by ACS, subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT. This provision will survive expiration or termination of this AGREEMENT.

**13. NOTICES** Any notice, request for consent, or statement (NOTICE), that CITY or ACS is required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below. Either CITY or ACS may designate a different address for any NOTICE by written statement to the other in accordance with the provisions of this Section. NOTICES shall be delivered personally, by reliable courier providing tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested.

All NOTICES shall be addressed as follows:

**If to CITY:** Cabrillo Marine Aquarium  
Attention: Executive Director  
3720 Stephen M. White Drive,  
San Pedro, CA 90731

**If to ACS-LA:** American Cetacean Society, Los Angeles Chapter  
Attention: President  
P.O. Box 1208,  
San Pedro, CA 90733-1208

**14. REPRESENTATIONS AND WARRANTIES** CITY and ACS each represents and warrants to the other that it has full power and authority to execute this AGREEMENT and to perform its obligations and requirements hereunder. This AGREEMENT constitutes the valid and legal binding obligation of CITY and ACS, enforceable in accordance with its terms and conditions.

**15. NO JOINT VENTURE OR AGENCY RELATIONSHIP** Nothing herein contained shall be construed to place the PARTIES to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. ACS and ACS-LA shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will ACS and ACS-LA represent itself to be an agent of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in ACS or ACS-LA the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

**16. 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.

**17. BREACH OR DEFAULT BY EITHER PARTY**

17.1 The following occurrences constitute events of breach or default of this AGREEMENT: If either party materially fails in the performance of any provision or condition of this AGREEMENT. Any attempt to assign rights or obligations under this AGREEMENT without both PARTIES prior written consent shall also constitute an event of breach or default.

17.2 Upon the occurrence of one or more events of breach or default by either party, a written notice of breach or default may be issued. If violating party does not cure said breach or default within thirty (30) calendar days of receipt of said notice, a second written notice may be delivered, to terminate this AGREEMENT without further delay.

**18. ORDINANCES AND STANDARD PROVISIONS** The "Standard Provisions for Contracts (Rev. 10/17 [v.3])" are incorporated herein by reference and attached hereto as Exhibit B. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 10/17 [v.3])" and this AGREEMENT, the language of this AGREEMENT shall prevail. ACS and CONTRACTOR have the same meaning for purposes of the "Standard Provisions for City Contracts (Rev. 10/17 [v.3])." In addition, ACS will provide documentation of compliance with all required Ordinance Provisions as determined by CITY.

**19. ENTIRE AGREEMENT** The provisions of this AGREEMENT contain the entire agreement between the parties hereto and said AGREEMENT may not be changed or modified in any manner except by a formal, written amendment fully executed by ACS and CITY.

**[SIGNATURE PAGE TO FOLLOW]**

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

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

AMERICAN CETACEAN SOCIETY, a 501(c)(3) California non-profit organization

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

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

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

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

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

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

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

**APPROVED AS TO FORM:**

MICHAEL N. FEUER,  
City Attorney

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

By: \_\_\_\_\_  
Deputy City Attorney

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

**Exhibit A**

**Required Insurance and Minimum Limits**

Name: Charter boat companies hired by the American Cetacean Society, Los Angeles Chapter Date: 12/12/2018

Agreement/Reference: Joint Operation of the Cabrillo Whalewatch Program  
 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
<hr/>	
<input checked="" type="checkbox"/> <b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</b>	WC <u>Statutory</u>
	EL <u>\$1,000,000</u>
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <span style="margin-left: 200px;"><input type="checkbox"/> Longshore &amp; Harbor Workers</span> <span style="margin-left: 200px;"><input type="checkbox"/> Jones Act</span>	
<hr/>	
<input checked="" type="checkbox"/> <b>General Liability</b>	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations <span style="margin-left: 200px;"><input type="checkbox"/> Sexual Misconduct</span> <input type="checkbox"/> Fire Legal Liability <input checked="" type="checkbox"/> with \$1,000,000 Marine Insurance and Hull and Passenger liability	
<hr/>	
<input type="checkbox"/> <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	_____
<hr/>	
<input type="checkbox"/> <b>Professional Liability</b> (Errors and Omissions)	_____
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	
<hr/>	
<input type="checkbox"/> <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)	_____
<input type="checkbox"/> All Risk Coverage <span style="margin-left: 200px;"><input type="checkbox"/> Boiler and Machinery</span> <input type="checkbox"/> Flood <span style="margin-left: 200px;"><input type="checkbox"/> Builder's Risk</span> <input type="checkbox"/> Earthquake <span style="margin-left: 200px;"><input type="checkbox"/> _____</span>	
<hr/>	
<input type="checkbox"/> <b>Pollution Liability</b>	_____
<hr/>	
<input type="checkbox"/> <b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b>	100% of the contract price
<input type="checkbox"/> <b>Crime Insurance</b>	_____
<hr/>	
Other: <u>If a contractor has no employees and decides to not cover herself/himself for workers' compensation insurance, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at <a href="http://cao.lacity.org/risk/InsuranceForms.htm">http://cao.lacity.org/risk/InsuranceForms.htm</a>.</u> <u>In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.</u>	

**Exhibit B**

**Standard Provisions for Contracts**

(Standard Provisions for City Contracts (Rev. 10/17 v.3) to be inserted here by the RAP board office)