

# APPROVED

July 07 2022

## BOARD OF RECREATION AND PARK COMMISSIONERS

**BOARD REPORT**

**NO.** 22-188

**DATE** July 07, 2022

**C.D.** \_\_\_\_\_

### BOARD OF RECREATION AND PARK COMMISSIONERS

**SUBJECT:** WESTCHESTER RECREATION CENTER - SAFE PARKING LA PROGRAM AT WESTCHESTER SWIMMING POOL PARKING LOT - APPROVAL OF PROPOSED LICENSE AGREEMENT WITH COMMUNITY PARTNERS - STATUTORY EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO PUBLIC RESOURCES CODE (PRC) SECTION 21080(b)(4) [SPECIFIC ACTIONS TO PREVENT OR MITIGATE AN EMERGENCY], AS ALSO REFLECTED IN ARTICLE 18, SECTION 15269(c) OF CALIFORNIA CEQA GUIDELINES]

AP Diaz	_____	M. Rudnick	_____
H. Fujita	_____	C. Santo Domingo	_____
*B. Jackson		N. Williams	_____

  
 \_\_\_\_\_  
 General Manager

Approved   X                        Disapproved \_\_\_\_\_                      Withdrawn \_\_\_\_\_

### RECOMMENDATIONS

1. Approve the proposed License Agreement (Agreement), between the Department of Recreation and Parks (RAP) and Community Partners, a California non-profit corporation, substantially in the form attached hereto as Attachment No. 1, for the use of Westchester Recreation Center swimming pool parking lot located at 9100 Lincoln Blvd, Los Angeles, CA., as described in the Summary of this Report, for a term from October 4, 2021 to October 2, 2022, subject to City Attorney approval as to form;
2. Determine that the proposed project is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code (PRC) Section 21080(b)(4) [Specific actions to prevent or mitigate and emergency], as also reflected in Article 18, Section 15269(c) of California CEQA Guidelines;
3. Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee to prepare a check for Seventy-Five Dollars (\$75.00) to the Los Angeles County Clerk for the filing of the NOE; and
4. Authorize RAP's General Manager or designee to execute the Agreement upon the completion of all required approvals; and

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5. Authorize RAP staff to make necessary technical corrections to carry out the intent of this Report.

### SUMMARY

Westchester Recreation Center (Westchester RC) swimming pool parking lot (Pool Parking Lot) is located at 9100 Lincoln Blvd., Los Angeles, CA and is one of several parking lots that are used for Westchester RC. Westchester RC is located in the West Region under the Viewpoint District. Westchester RC offers a variety of programs throughout the year. Along with swimming pool and picnic area patrons, the Westchester RC Pool Parking Lot is used by participants for flag football, soccer and other permit groups using the Westchester RC field.

Community Partners, a California non-profit corporation, was issued an initial permit on July 1, 2021 until October 3, 2021 to use a portion of the Pool Parking Lot for the SAFE Parking LA program which it runs. The SAFE parking program offers space for 25 private vehicles to park overnight on a portion of the Pool Parking Lot beginning at 8:30 p.m. until 6:30 a.m., seven (7) days a week. Participants in the program must be homeless and living in their respective vehicles. The program also provides a portable toilet and hand washing station. All 25 parking spaces as well as the portable toilet and handwashing station are enclosed by temporary fencing, and a security guard is provided by Community Partners to oversee the permitted area. After the term of the initial permit, RAP issued an extension of that permit from October 4, 2021 to July 4, 2022.

Community Partners has indicated its desire to continue the program at the Pool Parking Lot until October 2, 2022. To memorialize the previous extension and the currently proposed extension in a more formal manner, RAP staff is proposing to enter into a license agreement with Community Partners in the form attached to this Report as Attachment No. 1 for the term from October 4, 2021 to October 2, 2022.

Hours of use of the Pool Parking Lot under the Agreement will continue to be from 8:30 p.m. until 6:30 a.m., seven days a week. Community Partners will continue to be responsible for maintaining the area it uses for the program as well as providing and maintaining the portable toilet and washing station and providing no less than one security guard for the area.

The Acting Assistant General Manager of the Recreation Services Branch and Superintendent of the West Region, have reviewed and support the Agreement.

### ENVIRONMENTAL IMPACT

The proposed action consists of an issuance of a license to use 25 parking spaces in Westchester Recreation Center (Westchester RC) swimming pool parking lot beginning at 8:30 p.m. until 6:30 a.m. seven (7) days a week to host vehicles occupied by homeless persons living in their vehicles and their occupants. The program also provides a portable toilet and hand washing station. All 25 parking spaces as well as the portable toilet and handwashing station are enclosed by temporary fencing.

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Offering controlled spaces to rest for homeless persons living in their vehicle is meant to mitigate the conditions arising from a sudden and unexpected dramatic rise in the City's already large homeless population. City Council declared a homeless shelter crisis pursuant to Government Code Section 8698, et seq. on April 17, 2018. The 2020 Homeless population count shows an unexpected and unabated dramatic surge in homelessness, and finds that the number of people experiencing homelessness in the City has increased by 16.1% since 2019, while the unsheltered homeless population has increased by 8.4%<sup>i</sup>. Studies show the burden that homelessness imposes to life, health, property, and to essential public services in the City<sup>ii</sup>. Furthermore, the City is facing an unprecedented emergency at the current time due to the sudden occurrence of the COVID-19 pandemic, and this emergency is particularly concerning for the imminent threat it poses to the City's homeless population, as noted in the California Governor's Executive Order No. N-32-20 issued on March 18, 2020. In the United States District Court Central District of California case of LA Alliance for Human Rights Et Al. vs. the City of Los Angeles, Et al. Case No. 20-cv-02291-DOC concerning homelessness, the Court entered a May 2020 injunction, which has since been vacated for other reasons, recognizing that the combined risks of health impacts from living near freeways and the on-going COVID-19 pandemic constitute an emergency.

PRC Section 21080(b)(4) provides that the California Environmental Quality Act (CEQA) does not apply to "specific actions necessary to prevent or mitigate an emergency." PRC section 21060.3 defines emergency as, "a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services." Section 21060.3 further provides that emergency "includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage." Moreover, Article 18, Section 15269(c) of CEQA Guidelines clarifies that a project to prevent a future emergency – such as this Project, which is designed to mitigate the impacts caused by the sudden and unexpected dramatic rise in the City's already large homeless population, now adversely impacted by the COVID-19 pandemic — need not be sudden or unexpected to qualify as statutorily exempt from CEQA compliance.

Based on these considerations, since the issuance of the license of use, in its proposed form, is necessary for the use of a portion of the Pool parking lot to host homeless persons living in their vehicles and their occupants from 8:30 pm to 6:30 am, RAP staff recommends that the Board determines that the proposed Project is statutorily exempt from the provisions of CEQA pursuant to PRC Section 21080(b)(4), as reflected in Article 18, Section 15269(c) of California CEQA Guidelines. Staff will file a Notice of Exemption (NOE) with the Los Angeles County Clerk upon Board's approval.

### FISCAL IMPACT

The proposed Agreement will have no adverse impact on RAP's General Fund as costs and expenses associated for the intended use under the Agreement will be paid by Community Partners.

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### STRATEGIC PLAN INITIATIVES AND GOALS

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

**Goal No. 7:** Maintain a Diverse and Dynamic Workforce

**Outcome No. 1:** Strengthened capacity of staff to promote public health/ public safety while assisting individuals experiencing homelessness.

This Report was prepared by Sonya Young Jimenez, Superintendent, West Region.

### LIST OF ATTACHMENTS/EXHIBITS

- 1) Proposed License Agreement, between RAP and Community Partners for the use of Westchester swimming pool parking lot for SAFE Parking program.
- 2) Site map of SAFE Parking LA location

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<sup>i</sup> LAHSA. (2020, June). *Greater Los Angeles Homeless Count - Data Summary 2020*. Los Angeles: Los Angeles Homeless Services Authority.

LAHSA. (2020). *Greater Los Angeles Homeless Count - Revised Data Summary 2019*. Los Angeles: Los Angeles Homeless Services Authority.

LAHSA. (2020). *Revised 2019 Greater Los Angeles Homeless Count - Data Summary*. Los Angeles: Los Angeles Homeless Services Authority.

Los Angeles Homeless Services Authority. (2018, July 23). *Greater Los Angeles Homeless Count - Data Summary. Greater Los Angeles Homeless Count - Data Summary*. Los Angeles, CA, USA.

<sup>ii</sup> Baggett, Travis P et al. (2015, July 3). *Disparities in Cancer Incidence, Stage, and Mortality at Boston Health Care for the Homeless Program*. Retrieved from PubMed Central (PMC) U.S. National Institutes of Health's National Library of Medicine: <https://www.ncbi.nlm.nih.gov/pubmed/26143955>

Baggett, Travis P., MD, MPH, James J. O'Connell, MD, Daniel E. Singer, MD, and Nancy A. Rigotti, MD, . (2010). The Unmet Health Care Needs of Homeless Adults: A National Study. *American Journal of Public Health*, Vol 100, No. 7.

Barrow ,Susan M., PhD, Daniel B. Herman, DSW, Pilar Cordova, BA, and Elmer L. Struening, PhD. (1999). Mortality among Homeless Shelter Residents in New York City. *American Journal of Public Health*, Vol. 89, No. 5.

Hibbs, Jonathan R., MD, et. al. (1994). Mortality in a Cohort of Homeless Adults in Philadelphia. *New England Journal of Medicine*

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.Morrison, D. S. (2009). Homelessness as an Independent Risk Factor for Mortality: Results from a Retrospective Cohort Study. *International Journal of Epidemiology*.

Salit, S. A. (1988). Hospitalization Costs Associated with Homelessness in New York City. *New England Journal of Medicine*.

Salit, S. A. (1998). Hospitalization Costs Associated with Homelessness in New York City. *New England Journal of Medicine*.

**AGREEMENT  
BETWEEN THE CITY OF LOS ANGELES  
AND  
COMMUNITY PARTNERS  
TO OPERATE  
THE SAFE PARKING PROGRAM**

This AGREEMENT (“AGREEMENT”) is entered into effective as of October 4, 2021 (“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 Community Partners, a California non-profit corporation (“LICENSEE”). CITY and LICENSEE may be referred to herein individually as “PARTY”, or collectively as “PARTIES”.

WHEREAS, CITY, through its Department of Recreation and Parks (“RAP”), owns, operates and maintains certain real property commonly known as the Westchester Recreation Center swimming pool parking lot located at 9100 Lincoln Blvd., Los Angeles, CA (“PREMISES”); and,

WHEREAS, LICENSEE desires to use the PREMISES for its SAFE Parking LA program as more fully set forth in this Agreement; and,

WHEREAS, RAP is amenable to authorizing such use of the PREMISES, as more fully shown by the Site Map attached hereto and incorporated herein by reference as Exhibit A, pursuant to the terms and conditions of this AGREEMENT for the period of October 4, 2021 until October 2, 2022.

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

**1. License to Use and Description of Premises.**

In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to LICENSEE by this AGREEMENT, the non-exclusive use of the PREMISES solely for the purpose set forth in Section 4 (“PERMITTED USE”). RAP shall have no obligation to provide staff, supplies, equipment, services, or funding for the operation of the PERMITTED USE. The PREMISES authorized for use by LICENSEE under the terms and conditions of this AGREEMENT are:

- a. That portion of Westchester Recreation Center swimming pool parking lot as denoted on the Site Map attached hereto as Exhibit A.

**2. Term and Termination.**

The term of this AGREEMENT (for ease of reference, shall be referred to herein as “TERM”) shall be from October 4, 2021 until October 2, 2022. CITY may revoke this AGREEMENT at any time or if LICENSEE does not comply with the conditions

contained herein. Upon receipt of the written notice of termination, LICENSEE shall return the property to its original condition and discontinue all work permitted under this AGREEMENT.

**3. Access to Premises.**

LICENSEE, shall, and shall cause any of its authorized third parties to, abide by the terms and conditions expressed in this AGREEMENT and will cooperate fully with RAP and its employees in the performance of their duties. Any third party access and use of the PREMISES shall be supervised by the LICENSEE at all times while such third-party is present at the PREMISES, and RAP on-site staff shall be made aware of such third-party activities.

LICENSEE's use of the PREMISES shall only be during the following hours and days: 8:30 p.m until 6:30 a.m, seven (7) days a week ("PERMITTED TIMES"). LICENSEE shall not utilize PREMISES during hours other than the authorized PERMITTED TIMES, without RAP's prior written authorization. LICENSEE shall cooperate with RAP personnel and staff on all matters relative to the conduct of operations or any activity, event, and/or special use, including concerns related to parking, traffic, security, and attendance, at the PREMISES.

Authorized representatives, agents, and employees of RAP shall have the right to enter the PREMISES at any and all times. In no event shall CITY be responsible or liable to LICENSEE for any inconvenience, disturbance, or other damage to LICENSEE by reason of the performance by CITY of any activities or work in, upon, above or under the PREMISES or for bringing materials, tools, and equipment in, through, above, or under the PREMISES, nor shall the same constitute any grounds for any payments, or abatement of payments, hereunder.

CITY makes no warranties whatsoever regarding the condition of the PREMISES. LICENSEE has inspected the PREMISES and found it suitable for LICENSEE's purposes. CITY shall not be liable for any personal injury or damage to property which LICENSEE or its guests or invitees may incur, regardless of the cause thereof. LICENSEE hereby releases CITY from all such liability, it being the intent of the Parties that LICENSEE shall maintain adequate insurance to cover any such losses. If a governmental body with jurisdiction over the PREMISES and/or the CITY or RAP determines that a certain activity, or all of the activities, conducted on the PREMISES are material threats to public safety as may be determined by the CITY, CITY may immediately suspend and/or terminate LICENSEE's right to conduct such activities at the PREMISES by providing written notice to LICENSEE of such suspension. Such activities shall remain suspended until they are no longer deemed a threat to public safety, at which time the CITY shall promptly provide written notice to LICENSEE of same.

It is understood by PARTIES that the PREMISES are located in public PARKS and therefore shall not be considered exclusive to the LICENSEE, nor shall access to the PREMISES be restricted to the general public.

**4. Permitted Use and Use Restrictions.**

LICENSEE shall not expand and/or change the scope of PERMITTED USE set forth in this Section without the prior written approval and consent of the BOARD through an amendment to this AGREEMENT. LICENSEE is authorized to use the PREMISES in accordance with the following conditions:

- a. PERMITTED USE: LICENSEE shall use the PREMISES solely for the following: LICENSEE shall operate its SAFE Parking LA program (“Program”) on the PREMISES, which allows LICENSEE to allow its Program participants (who shall be homeless and living in their vehicles) to park to park on the PREMISES during the PERMITTED TIMES. No more than 25 vehicles shall be allowed on the PREMISES during the PERMITTED TIMES. LICENSEE shall provide on the PREMISES at its own expense a portable washing station, a portable toilet, perimeter fencing (as approved by RAP), and no less than one security officer. LICENSEE shall be responsible for all costs and expenses related to its use of the PREMISES and the maintenance of any supplies, property and equipment it provides as part of its use of the PREMISES.
- b. LICENSEE shall comply with all RAP policies and procedures as well as all Federal, State, County, and local regulations, orders and mandates, including but not limited to health and safety orders and guidelines related to COVID-19, and background checks and fingerprinting for any volunteer or paid staff participating in the activities at the PREMISES, throughout the TERM of this AGREEMENT. In doing so, LICENSEE shall maintain regular communication with RAP staff to ensure LICENSEE’s compliance with such policies, procedures, regulations, orders and requirements and LICENSEE shall be solely responsible for all costs related to ensuring such compliance.
- c. LICENSEE shall provide no less than one security officer to limit and/ or control public access, for the duration of the AGREEMENT.
- d. LICENSEE shall not sub-let or issue any permit for use of the PREMISES.
- e. LICENSEE shall comply, and ensure any of its employees, volunteers and authorized third parties complies with all applicable CITY, State and Federal rules, laws and regulations in the performance of this AGREEMENT and in the operation of LICENSEE’s activities on the PREMISES.
- f. LICENSEE is solely responsible for the actions of all individuals and/or organizations participating in its activities at the PREMISES, and shall ensure that such individuals and/or organizations agree in writing to abide by all conditions set forth in this AGREEMENT.
- g. The dispensing and /or consumption of beer, wine or other intoxicating liquors (commonly referred to alcoholic beverages) shall not be permitted on the PREMISES.

h. No merchandise shall be sold or authorized to be sold on the PREMISES.

**5. Obligations of LICENSEE. LICENSEE shall:**

- a. Obtain any and all operating permits and/or licenses that may be required in connection with its operations, including but not limited to, tax permits, business licenses, health permits, certifications, etc.
- b. Punctually pay or cause to be paid all LICENSEE financial obligations incurred in connection with the use and maintenance of the PREMISES as set forth in this AGREEMENT. LICENSEE shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with LICENSEE's use of the PREMISES to the extent such claims do not arise due to any CITY action or omission.
- c. Prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages), which is NOT one of the PERMITTED USES authorized herein, and therefore shall not be permitted to occur on the PREMISES under any circumstances.
- d. Employees of LICENSEE and/or persons working on its behalf, including, but not limited to, its contractors, volunteers and subcontractors (collectively, "Contractor Personnel") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with City employees, contractors, or volunteers, (2) working on City property while performing services under this Agreement, and/or (3) coming into contact with the public while performing services under this Agreement (collectively, "In-Person Services"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel has received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, LICENSEE shall obtain proof that such Contractor Personnel has been fully vaccinated. LICENSEE shall retain such proof for no less than three years from the COMMENCEMENT DATE and provide it to CITY upon request. ORGANIZATION shall grant medical or religious exemptions to Contractor Personnel as required by law

**6. Maintenance and Repair of Premises.**

During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, LICENSEE, at its sole cost and expense, shall perform the functions of maintenance and/or repair of the PREMISES as described herein.

- a. LICENSEE accepts PREMISES in its current condition and hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the PREMISES or which may otherwise arise by reason of the use of PREMISES, and releases and discharges the CITY from any claims therefore. CITY shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the PREMISES, nor any appliance or fixture thereon, whether installed by CITY or LICENSEE, and regardless of cause.
- b. LICENSEE, in performing all required maintenance and repair of the PREMISES, shall provide all staff and materials, supplies, equipment, and funds necessary to perform appropriate maintenance and/or repairs. All maintenance and/or repair shall be performed to the reasonable satisfaction of CITY and in consultation with CITY's designated representative, or by CITY's written request and/or instruction.
- c. LICENSEE shall perform the following maintenance duties on daily basis:
  - i. Maintain PREMISES in a clean condition removing all debris and trash;
  - ii. Keep the PREMISES and the nearby areas clean at all times;
  - iii. Pick up and dispose of trash and debris whether by LICENSEE activity or activity of a contracted vendor or any participant of LICENSEE services;
  - iv. Prevent any trash or debris matter or material from being or accumulating upon said PREMISES such that it is clearly visible to public view; and,
  - v. Maintain PREMISES in a manner that is consistent and in compliance with all Federal, State, County and local regulations, orders and guidelines, including but not limited to health and safety orders and guidelines related to COVID-19.
- d. LICENSEE shall ensure that no offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, is permitted or allowed to remain on PREMISES.
- e. LICENSEE shall be responsible for securing LICENSEE's equipment and materials at the PREMISES during PERMITTED TIMES and ensuring the same during non-operating hours. CITY and/or RAP shall not be responsible for the security of LICENSEE personal property before, during, or after PERMITTED TIMES.
- f. LICENSEE shall immediately repair, or cause to be repaired, any damages to the PREMISES which occur during LICENSEE's activities or operations, or that

is caused by LICENSEE's use of the PREMISES; LICENSEE acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the PREMISES immediately cease

**7. Intentionally Omitted**

**8. Insurance.** [SH1][SYJ2]

Before accessing and using the PREMISES under this AGREEMENT, and periodically as required during its TERM, LICENSEE shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. LICENSEE or any third party providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agencies, employees, assigns and successors in interest as an additional insured for all required coverage(s), as applicable. LICENSEE 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.

- a. LICENSEE shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving LICENSEE thirty (30) calendar days written notice.

If any of the required insurance contains aggregate limits or applies to other operations of LICENSEE outside of this AGREEMENT, LICENSEE shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. LICENSEE shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within thirty (30) calendar days of the knowledge of same.

If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY's interest, LICENSEE shall provide CITY at least thirty (30) calendar days (ten (10) calendar days for non- payment of premium) prior written notice of such intended election. The notice will be sent by receipted delivery addressed as follows: City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, California 90012, or to such address as CITY may specify by written notice to LICENSEE.

- b. LICENSEE's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may

immediately terminate this AGREEMENT or, at its discretion, pay to procure or renew such insurance to protect CITY's interest, and LICENSEE agrees to reimburse CITY for all money so paid for such procurement or renewal.

- c. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of LICENSEE's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

**9. Indemnification.**

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, LICENSEE shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, (1) attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), (2) damages or liability of any nature whatsoever, (3) for death or injury to any person, including LICENSEE's employees and agents, or (4) damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by LICENSEE, its 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.

LICENSEE is aware of the condition of the PREMISES and accepts the PREMISES in its present condition, and agrees to abide by all health and safety regulations and orders. LICENSEE has carefully reviewed this document, understands its contents, and signs it voluntarily, without being subject to coercion.

LICENSEE further acknowledges and agrees that it knowingly and freely assumes all COVID-19 related risks, both known and unknown, relating to exercising the terms and conditions of this AGREEMENT and LICENSEE hereby forever releases, waives, relinquishes, and discharges CITY, along with its officers, agents, employees, or other representatives, and their successors and assigns, from any and all COVID-19 related claims, demands, liabilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, as a result of LICENSEE's performance under this AGREEMENT, including but not limited to personal injuries, death, disease or property losses, or any other loss, and including but not limited to claims based on the alleged negligence of any City Representative or any other person related to COVID-19 sanitization. LICENSEE further promises and agrees to indemnify and hold CITY harmless from any and all damages resulting from the contraction of COVID-19.

**10. Signage.**

No signs or banners of any kind shall be displayed by LICENSEE unless previously approved in writing by RAP, and the BOARD when required pursuant to RAP policy and protocol(s), and/or the RAP General Manager or his or her designee. RAP may require removal or refurbishment, at LICENSEE's expense, of any sign previously approved by RAP and installed, or caused to be installed, by LICENSEE.

**11. Notices and Contacts.**

Any notice, request for consent, or statement ("NOTICE"), that RAP or LICENSEE 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 RAP or LICENSEE 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 or sent by confirmed facsimile transmission, 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:

Contacts for LICENSEE:

MAMIE FUNAHASHI  
Community Partners, CFO  
961 South Mariposa Ave.  
Los Angeles, CA 90006  
Email: mfunahashi@communitypartners.org  
Phone: (213) 793-493

Contacts for RAP:

SONYA YOUNG JIMENEZ  
Superintendent, West Region  
2459 Motor Ave.  
Los Angeles, CA 90064  
Email: Sonya.young-jimenez@lacity.org  
Phone: (213) 312-7966

**12. Representations and Warranties.**

CITY and LICENSEE 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 LICENSEE, enforceable in accordance with its terms and conditions.

**13. 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. LICENSEE shall have no power to obligate or bind CITY in any manner whatsoever. Under no circumstances will LICENSEE 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 LICENSEE the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

**14. 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.

**15. Safe Practices.**

LICENSEE shall correct violations of safety practices during its PERMITTED USE immediately and shall cooperate fully and in good faith with CITY in the investigation of accidents or deaths occurring on the PREMISES. In the event of death or serious injury (requiring an emergency room hospital visit), LICENSEE must notify the RAP contacts referenced in Section 16 as soon as possible but no later than twenty-four (24) hours after LICENSEE has knowledge of the incident by telephone call, with a follow up email notice. Notice of non-serious injuries occurring at the PREMISES shall be provided to RAP within seventy-two (72) hours. LICENSEE shall maintain at the PREMISES a record of non-serious injuries occurring on the PREMISES, copies of which shall be provided to RAP upon receipt of a written request therefor. LICENSEE shall keep internal documentation of the incident(s) occurring during the previous two (2) years and provide RAP with such information upon request.

**16. Suspected Child Abuse.**

LICENSEE must promptly contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at the PREMISES. LICENSEE shall notify the RAP contacts specified in Section 16 within 24 hours after a report has been made.

**17. Hazardous Substances**

PARTIES agree that the PREMISES shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. LICENSEE shall use the PREMISES in compliance with laws pertaining to hazardous substances and ensure that no pesticides, insecticides, herbicides and rodent poisons not in compliance with this section are used at the PREMISES. As used herein, "hazardous substances" shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination

with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of CITY or LICENSEE to any governmental agency or third party under applicable statute. No lead or oil-based paint, paint thinner, varnishes, lacquers and stain shall be brought onto or stored at the PREMISES.

**18. Taxes and Possessory Interest**

LICENSEE shall pay all taxes of whatever character that may be levied or charged upon the rights of LICENSEE to use the PREMISES, or upon LICENSEE's improvements, fixtures, equipment, or other property thereon or upon LICENSEE's operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as a "Possessory Interest" and such property interest will be subject to property taxation. LICENSEE, as the party in whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

**19. Incorporation of Documents.**

This AGREEMENT and incorporated documents represent the entire integrated agreement of the PARTIES and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference.

Exhibit A: Site Map for Westchester Swimming pool parking lot

Exhibit B: Insurance Requirements and Instructions for Submission

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

**20. Ratification**

LICENSEE may have begun performance of the PERMITTED USE authorized hereunder prior to the execution of this Agreement. By its execution hereof, CITY hereby ratifies LICENSEE's use of the PREMISES during the Term to the extent such use was in accordance with the provisions of this Agreement, and LICENSEE agrees that such use shall remain subject to all of the provisions of this Agreement.

**[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

Community Partners, a California non-profit corporation

By: \_\_\_\_\_  
Jimmy Kim, Acting General Manager

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

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

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

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

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

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

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

# Exhibit A

## Site Map for Westchester Swimming Pool Parking Lot

The PREMISES utilized in Westchester near the swimming pool is shown below.





CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION  
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

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

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

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the

Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

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

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

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

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

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

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

12. **Cyber Liability & 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 theft, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

# Required Insurance and Minimum Limits

Name: \_\_\_\_\_

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

Agreement/Reference: \_\_\_\_\_

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

### Limits

\_\_\_\_ **Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory

EL \_\_\_\_\_

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

\_\_\_\_ **General Liability**

Products/Completed Operations

Sexual Misconduct \_\_\_\_\_

Fire Legal Liability \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_ **Professional Liability** (Errors and Omissions)

Discovery Period \_\_\_\_\_

\_\_\_\_ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood \_\_\_\_\_

Builder's Risk

Earthquake \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

\_\_\_\_ **Crime Insurance**

**Other:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_