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(213) 202-2633

December 19, 2024

Honorable City Council
City of Los Angeles
c/o: Office of the City Clerk
City Hall, Room 395

Honorable Members of the City Council:

Subject:

Various Parks and Recreation Centers – License Agreement for the Installation and Maintenance of Bench Memorial Plaques on Existing Benches – Exemption from The Provisions of the California Environmental Quality Act (CEQA) Pursuant to Article 5, Section 15061(B)(3) [where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA] of California CEQA Guidelines.

Recommendation for Council Action:

The Board of Recreation and Park Commissioners (Board) respectfully requests the City Council (i) Approve a ten-year license agreement (Agreement) with the Los Angeles Parks Foundation for the installation and maintenance of six commemorative plaques with selected phrases on existing benches at various Department of Recreation and Parks (RAP) facilities as further described in this Report and its attachments, in substantially the form attached hereto as Attachment 1.

Background:

In 2008, the LAPF established an Adopt-A-Bench Program (Program) as a community-driven initiative aimed at providing individuals, families, and organizations with an opportunity to contribute to the park system by sponsoring the installation of benches adorned with personalized plaques. The Program operated from 2008 through 2022 and a total of 270 plaques and benches were installed throughout City parks. RAP staff and resources were used for installation of these commemorative plaques, and the donations yielded generally did not cover RAP's overall costs of labor and materials. Additionally, due to increasing maintenance costs from vandalism, RAP continued to be burdened by the costs of supporting the LAPF's operation of the Program. Increasing incidents of vandalism resulted in damage to several benches that were donated by community members. In response to these challenges, in 2022 RAP and LAPF mutually agreed to suspend the Program to identify a more resourceful manner of operation, including a maintenance solution that would result in more effective fundraising in support of RAP facilities and programs.



While staff explores the feasibility of a future Adopt-a-Bench program, there are six plaque applicants remaining on the LAPF waitlist. Attachment 2 shows the list of the applicants, the message on the plaque, and the proposed Park location. Staff recommends approval of Agreement to allow LAPF to close the waiting list. Under the Agreement, LAPF will manage the installation of the plaques, which may be made of a material other than bronze to mitigate vandalism. These plaques will be inscribed with the phrases shown in Attachment 3; they will be mounted at the top center of each bench in accordance with the specifications shown in Attachment 3. A donation of \$3,000 covers the initial purchase and installation of the memorial plaque, as well as administration, maintenance, and one plaque repair and/or replacement due to vandalism or theft for the ten-year life expectancy of the commemorative plaque. At the end of the term, the plaque may be removed.

Environmental Impact:

The proposed action consists of authorizing the installation and maintenance of six commemorative plaques on existing benches at various RAP facilities. Staff found that there is no possibility that the activity in question may have a significant effect on the environment, and therefore, recommends that the Board of Recreation and Park Commissioners (Board) determine that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 5, Section 15061(b)(3) of California CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk and the Governor's Office of Land Use and Climate Innovation upon Board's approval.

Fiscal Impact Statement:

Approving the Agreement will have no impact on RAP's General Fund, as LAPF will fund all plaque-related costs.

If you have any questions with regard to the aforementioned matters, please contact Mariana Valdivia, Chief Management Analyst, Partnerships Section at (213) 928-9714

Very truly yours,

BOARD OF RECREATION AND
PARK COMMISSIONERS



TAKISHA SARDIN
Commission Executive Assistant II

Attachments: Board Report No. 24-275

cc: Mariana Valdivia, Chief Management Analyst, Partnerships Section

APPROVED
Dec 19 2021
BOARD OF RECREATION
AND PARK COMMISSIONERS

BOARD REPORT

NO. 24-275

DATE December 19, 2024

C.D. _____

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: VARIOUS PARKS AND RECREATION CENTERS – LICENSE AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF BENCH MEMORIAL PLAQUES ON EXISTING BENCHES – EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 5, SECTION 15061(b)(3) [WHERE IT CAN BE SEEN WITH CERTAINTY THAT THERE IS NO POSSIBILITY THAT THE ACTIVITY IN QUESTION MAY HAVE A SIGNIFICANT EFFECT ON THE ENVIRONMENT, THE ACTIVITY IS NOT SUBJECT TO CEQA] OF CALIFORNIA CEQA GUIDELINES

B. Aguirre	<u>BA</u>	M. Rudnick	_____
C. Stoneham	_____	C. Santo Domingo	_____
B. Jones	_____	N. Williams	_____



General Manager

Approved X

Disapproved _____

Withdrawn _____

RECOMMENDATIONS

1. Approve a ten-year license agreement (Agreement) with the Los Angeles Parks Foundation for the installation and maintenance of six commemorative plaques with selected phrases on existing benches at various Department of Recreation and Parks (RAP) facilities as further described in this Report and its attachments, in substantially the form attached hereto as Attachment 1 and subject to the approval of the City Council and the City Attorney as to form;
2. Direct the Board of Recreation and Park Commissioners to forward the Agreement to the City Council and the City Attorney;
3. Authorize RAP's General Manager or designee to execute the Agreement subsequent to obtaining all necessary approvals;
4. Determine that approval of the Agreement and related actions are exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 5, Section 15061(b)(3) [Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA] of California CEQA Guidelines, and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk and the Governor's Office of Land

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Use and Climate Innovation;

5. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing an NOE; and
6. Authorize RAP staff to make technical corrections to this Report to effectuate the intent of this Report.

SUMMARY

The Department of Recreation and Parks (RAP) recommends the approval of a ten-year license agreement (Agreement) authorizing the Los Angeles Parks Foundation (LAPF) to install and maintain six commemorative plaques with selected phrases on existing benches at various RAP facilities, as further described in the list of Bench Plaque Applicants attached hereto as Attachment 2. The plaques will be designed to conform with the Sample Plaque Design attached hereto as Attachment 3. The LAPF is a non-profit 501(c)3 corporation that works to enhance, preserve, and expand recreation and parks through fundraising for park needs that benefits City parks and residents.

In 2008, the LAPF established an Adopt-A-Bench Program (Program) as a community-driven initiative aimed at providing individuals, families, and organizations with an opportunity to contribute to the park system by sponsoring the installation of benches adorned with personalized plaques. The Program operated from 2008 through 2022 and a total of 270 plaques and benches were installed throughout City parks. RAP staff and resources were used for installation of these commemorative plaques, and the donations yielded generally did not cover RAP's overall costs of labor and materials. Additionally, due to increasing maintenance costs from vandalism, RAP continued to be burdened by the costs of supporting the LAPF's operation of the Program. Increasing incidents of vandalism resulted in damage to several benches that were donated by community members. In response to these challenges, in 2022 RAP and LAPF mutually agreed to suspend the Program to identify a more resourceful manner of operation, including a maintenance solution that would result in more effective fundraising in support of RAP facilities and programs.

While staff explores the feasibility of a future Adopt-a-Bench program, there are six plaque applicants remaining on the LAPF waitlist. Attachment 2 shows the list of the applicants, the message on the plaque, and the proposed Park location. Staff recommends approval of Agreement to allow LAPF to close the waiting list. Under the Agreement, LAPF will manage the installation of the plaques, which may be made of a material other than bronze to mitigate vandalism. These plaques will be inscribed with the phrases shown in Attachment 3; they will be mounted at the top center of each bench in accordance with the specifications shown in Attachment 3. A donation of \$3,000 covers the initial purchase and installation of the memorial plaque, as well as administration, maintenance, and one plaque repair and/or replacement due

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to vandalism or theft for the ten-year life expectancy of the commemorative plaque. At the end of the term, the plaque may be removed.

ENVIRONMENTAL IMPACT

The proposed action consists of authorizing the installation and maintenance of six commemorative plaques on existing benches at various RAP facilities. Staff found that there is no possibility that the activity in question may have a significant effect on the environment, and therefore recommends that the Board of Recreation and Park Commissioners (Board) determine that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 5, Section 15061(b)(3) of California CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk and the Governor's Office of Land Use and Climate Innovation upon Board's approval.

FISCAL IMPACT

Approving the Agreement will have no impact on RAP's General Fund, as LAPF will fund all plaque-related costs.

This Report was prepared by Mariana Valdivia, Chief Management Analyst, Partnerships Section.

LIST OF ATTACHMENTS/EXHIBITS

Attachment 1 – License Agreement
Attachment 2 – List of Bench Program Applications
Attachment 3 – Proposed LA Parks Foundation Plaque Mock Up

**LICENSE AGREEMENT
BETWEEN CITY OF LOS ANGELES
AND
LOS ANGELES PARKS FOUNDATION
AUTHORIZING THE INSTALLATION AND MAINTENANCE OF BENCH MEMORIAL
PLAQUES ON EXISTING BENCHES**

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 Los Angeles Parks Foundation, a California 501(c)(3) non-profit corporation ("LICENSEE") to authorize the installation and maintenance of bench memorial plaques on existing benches ("PROJECT"). CITY and LICENSEE may be referred to herein individually as "PARTY," or collectively as "PARTIES".

WHEREAS, LICENSEE's mission is to enhance, expand, preserve, and promote public recreation, parks, and open space for the diverse people of Los Angeles; and has financially supported a number of the Department of Recreation and Parks (RAP) projects; and,

WHEREAS, LICENSEE previously established an Adopt-A-Bench Program (PROGRAM) for individuals, families and organizations to contribute to the park system by sponsoring the installation of benches with personalized plaques; and,

WHEREAS, the PROGRAM operated from 2008 to 2022 but was suspended in 2022 due to financial and maintenance burdens; and,

WHEREAS, six (6) PROGRAM applicants remain on LICENSEE's waitlist and RAP desires to allow LICENSEE to close out this waitlist and install the plaques on existing park benches at various park locations throughout the park system, as further described in Exhibit A of this AGREEMENT (PARKS); and,

WHEREAS, CITY agreed to accept this offer of operations and support from LICENSEE at the meeting of the Board of Recreation and Park Commissioners ("BOARD") held on _____ date _____ (Board Report No. XX-XX).

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

1. PARTIES

LICENSEE:	Los Angeles Parks Foundation c/o Tony Budrovich, Executive Director 2650 North Commonwealth Avenue Los Angeles, CA 90027 (310) 472-1990
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Phone: (213)479-5549
tony@laparksfoundation.org

RAP: City of Los Angeles Department of Recreation and Parks
c/o Partnerships Section
221 North Figueroa Street, Suite 180
Los Angeles, California 90012
Phone: (213) 202-5600
rap.partnerships@lacity.org

2. PRIMARY CONTACTS

LICENSEE: Los Angeles Parks Foundation
c/o Tony Budrovich, Executive Director
2650 North Commonwealth Avenue
Los Angeles, CA 90027
(310) 472-1990
Phone: (213)479-5549
tony@laparksfoundation.org

RAP: City of Los Angeles Department of Recreation and Parks
c/o Partnerships Section
221 North Figueroa Street, Suite 180
Los Angeles, California 90012
Phone: (213) 202-5600
rap.partnerships@lacity.org

3. PROJECT IMPLEMENTATION

In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to LICENSEE by this AGREEMENT authority to install and maintain six (6) commemorative plaques with selected phrases on existing park benches at various RAP facilities (PROJECT) in compliance with the terms and conditions of this AGREEMENT at the sole cost and expense of LICENSEE, and in accordance with any applicable law and RAP policy. A list of the commemorative plaques to be installed under this AGREEMENT is attached hereto and incorporated herein by reference as Exhibit A (List of Bench Plaque Applicants). Each commemorative plaque may be made of a material other than bronze to deter vandalism and the plaques shall conform to the Sample Plaque Design attached hereto and incorporated herein by reference as Exhibit B (Proposed LA Parks Foundation Plaque Mock Up).

4. TERM and TERMINATION

The term of this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be ten (10) years from the COMMENCEMENT DATE.

- a. Commencement and Expiration. This AGREEMENT shall take effect on the COMMENCEMENT DATE written above, and shall end upon the expiration of the TERM.
- b. Termination. In addition to the CITY's right to terminate this AGREEMENT for an uncured breach or default as set forth in Sections 10 and 11, CITY and LICENSEE may terminate this AGREEMENT upon written notice of termination given to the other PARTY no less than sixty (60) days prior to the date of termination. Further, CITY may immediately terminate this AGREEMENT in the event LICENSEE ceases to operate as defined below. CITY and LICENSEE reserve the right to terminate this AGREEMENT at their sole discretion for convenience, emergency, or necessity.
- c. If CITY or LICENSEE should elect to terminate this AGREEMENT, LICENSEE agrees to immediately cease all operations and other activity, remove all personal property and equipment and to peacefully surrender the PARKS within sixty (60) calendar days of receiving or providing a written notice of termination. If LICENSEE fails to remove all its personal property and equipment within sixty (60) calendar days after termination of this AGREEMENT, CITY, at its option, may remove such property and equipment, in which event LICENSEE shall pay to the CITY, upon demand the reasonable cost of such removal, plus the cost of transportation and disposition thereof.
- d. Cease to Operate. The phrase "ceases to operate" shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of LICENSEE's corporate charter or grant of non-profit status, unless the same is reinstated within sixty (60) calendar days after such termination; (ii) a material change in LICENSEE's purposes or function as contained in LICENSEE's corporate charter or grant of non-profit status ("Stated Purposes"); (iii) a material change in the delivery of services by LICENSEE from that described herein; or (iv) the failure of LICENSEE to use the PARKS for any of the authorized uses described in this AGREEMENT or any other default of the terms and conditions or other obligations contained in this AGREEMENT, for a consecutive period of sixty (60) calendar days; unless prevented from doing so because of damage, destruction, major repairs or refurbishment of the improvements within the PARKS, or for reasons beyond LICENSEE's control. Under such circumstances, LICENSEE shall immediately cease and desist from all use of the PARKS, and this AGREEMENT shall be deemed terminated upon LICENSEE's receipt of such notification of immediate termination from RAP.

5. ACCESS TO RAP FACILITIES

LICENSEE and any authorized third party associated with LICENSEE's activities at each of the RAP facilities for purposes of PROJECT implementation will abide by the terms and conditions expressed in this AGREEMENT, and will cooperate fully with CITY's employees in the performance of their duties. Authorized representatives, agents and employees of CITY will have the right to enter the facilities for purposes of fulfilling normal duties, performing inspections, conducting events or programs, or in

case of emergencies. If required for public safety, CITY may immediately suspend and/or terminate LICENSEE activities involving the PROJECT.

6. PROJECT COMPLETION

LICENSEE shall not expand and/or change the scope of PROJECT without the prior written approval and consent of the BOARD through an amendment to this AGREEMENT. LICENSEE, at its sole cost and expense, shall:

- a. Complete the PROJECT in accordance with the terms and conditions of this AGREEMENT.
- b. Provide sufficient staff and volunteers necessary to implement the PROJECT, providing all materials, supplies, equipment, and funds necessary, to the reasonable satisfaction of CITY.
- c. Punctually pay or cause to be paid all financial obligations incurred in connection with the implementation of the PROJECT and maintenance of the PROJECT. 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 implementation of the PROJECT.
- d. After completion of any installation and/or maintenance work authorized under this AGREEMENT, LICENSEE shall promptly notify RAP, and RAP may, at its discretion, conduct an inspection of the completed work. LICENSEE shall promptly correct any deficiencies associated with the completion of the installation and/or maintenance work as may be identified by RAP.

7. INSURANCE

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 annually. LICENSEE or any third party providing work or services under this AGREEMENT 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. 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 C attached hereto and incorporated herein by reference (Insurance Requirements).

- a. LICENSEE shall maintain all such insurance at its 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 LICENSEE sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to LICENSEE.

- b. 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 in LICENSEE's best judgment 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 sixty (60) calendar days of the knowledge of the same.
- c. 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 will 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.
- d. LICENSEE's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate the AGREEMENT or, at its discretion, pay to procure or renew such insurance to protect CITY's interest; LICENSEE agrees to reimburse CITY for all money so paid.
- e. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by the CITY upon review of evidence of LICENSEE's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

8. 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 PARKS and accepts the PARKS in their 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.

9. PUBLICITY

CITY and LICENSEE agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s), the acquisition of any real property, or construction of any improvements at the PARKS, except as may be legally required by applicable laws, regulations, or judicial order. CITY and LICENSEE agree to notify each other in writing. Further, any press release, public announcement, marketing materials, or brochures prepared by either CITY or LICENSEE, shall appropriately acknowledge the contributions of both CITY and LICENSEE. To the extent stipulated in any grant agreement, the CITY and LICENSEE shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement, and shall provide the opportunity for attendance and participation by grantor representatives. Further, CITY and LICENSEE shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both CITY and LICENSEE; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or LICENSEE, in whole or in part pursuant to the acquisition of property and/or installation of improvements, shall contain any acknowledgements required under any grant agreement.

10. BREACH OR DEFAULT BY LICENSEE

The following occurrences constitute events of breach or default of this AGREEMENT: LICENSEE materially fails in the performance of any provision or condition of this AGREEMENT, such as failure to maintain required insurance coverage, failure to comply with applicable legal requirements or failure to fulfill the obligation to maintain and repair the PROJECT as specified herein. LICENSEE's attempt to assign rights or obligations under this AGREEMENT without CITY's prior written consent shall also constitute an event of breach or default.

11. BREACH OR DEFAULT BY LICENSEE – CITY'S REMEDIES

Upon the occurrence of one or more events of breach or default by LICENSEE, CITY may, at its election and without waiving any right to select any other remedy provided in this Section or elsewhere in this AGREEMENT, initiate any of the following:

- a. Notice to Cure Breach or Default. CITY may issue a written notice of breach or default to LICENSEE, and if LICENSEE does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may, by delivering a second written notice to LICENSEE, terminate this AGREEMENT without further delay, whereupon LICENSEE shall vacate the PARKS within fourteen (14) calendar days.

For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.

- b. CITY's Right to Cure. CITY at its sole discretion and with no obligation to do so, subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing breach or default by LICENSEE, perform or cause to be performed any of LICENSEE's unperformed obligations under this AGREEMENT. CITY may enter the PARKS and remain there for the purpose of correcting or remedying the continuing breach or default. Such action by CITY shall not be deemed to waive or release said breach or any default or CITY's right to take further, preventative action.

12. NOTICES

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 Email transmission, or 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 RAP: City of Los Angeles Department of Recreation and Parks
Partnerships Section
221 North Figueroa Street, Suite 180
Los Angeles, California 90012
Phone: (213) 202-5600
Email: rap.partnerships@lacity.org

If to LICENSEE: Los Angeles Parks Foundation
Tony Budrovich, Executive Director
2650 North Commonwealth Avenue
Los Angeles, CA 90027
(310) 472-1990
Phone: (213) 479-5549
Email: tony@laparksfoundation.org

13. 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.

14. 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. Further, 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.

15. 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.

16. SAFE PRACTICES

LICENSEE shall correct violations of safety practices during its installation and maintenance of the PROJECT immediately and shall cooperate fully and in good faith with CITY in the investigation of accidents or deaths occurring at the PARKS. In the event of death or serious injury (requiring an emergency room hospital visit), LICENSEE must notify the RAP contacts referenced in Section 12 as soon as possible but no later than twenty-four (24) hours after the incident by telephone call with a follow-up email notice. Notice of non-serious injuries occurring at the PARKS shall be provided to RAP within seventy-two (72) hours. LICENSEE shall keep internal documentation of the incident(s) during the previous two (2) years and provide RAP with such information upon request.

17. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL SENSITIVITY

PARTIES agree that the PARKS 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 PARKS 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 PARKS. 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 PARKS.

LICENSEE must comply with RAP policies regarding protection of the environment. LICENSEE shall not use or allow the use of environmentally unsafe products of any kind at the PARKS.

18. ENTIRE AGREEMENT

Except as specified herein, this AGREEMENT shall supersede any prior oral or written understanding or communications between the PARTIES and constitutes the entire agreement of the PARTIES with respect to the subject matter hereof. This AGREEMENT may not be amended or modified, except in writing and signed by both parties hereto.

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: List of Bench Program Applications
- Exhibit B: Proposed LA Parks Foundation Plaque Mock Up
- Exhibit C: Insurance Requirements

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; and 4) Exhibit C.

[SIGNATURE PAGE FOLLOWS]

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. By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Agreement.

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

By: _____

By: _____
President

Title: _____

By: _____
Secretary

By: _____

Date: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO,
City Attorney

By: _____
Brendan Kearn, Deputy City Attorney

Date: _____

EXHIBIT A

List of Bench Program Applications

EXHIBIT B

Proposed LA Parks Foundation Plaque Mock Up

EXHIBIT C

Insurance Requirements

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 & 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.

First Name	Last Name	Donation Type	LA City Park	Date	Message	Latitude/longitude of specific bench
Ellen	Roebuck	Plaque on Existing Bench	Holmby Park	2/9/2022	In Loving Memory of Edith and Melvin Roebuck	34°04'17.6"N 118°25'42.1"W; 34°04'18.7"N 118°25'44.3"W; 34°04'17.0"N 118°25'41.1"W
Franklin	Latt	Plaque on Existing Bench	The Point at the Bluffs	7/8/2022	In Loving Memory of Michael Benjamin Latt	34°02'09.5"N 118°31'59.4"W
Ivy	Sunderji	Plaque on Existing Bench	Glen Alla Dog Park	5/11/2023	In Celebration of Dr. Jehangeer Sunderji	33°59'01.4"N 118°25'52.9"W
Katherine	L'Amour	Plaque on Existing Bench	Holmby Park	11/4/2022	In Memory of Louis L'Amour and Johnny Veitch	34 04 18.4N 118 25 45.4W; 34.07272N 118.43023W
Taryn	Tarditti	Plaque on Existing Bench	Orcutt Ranch Horticultural Center	1/9/2023	In Honor and Memory of Edward Alexander Crowe	34°13'03.0"N 118°38'27.5"W
Winifred	Kenamer	Plaque on Existing Bench	Griffith Park RC or Bellevue RC	8/15/2023	In Loving Memory of Fred E Kenamer	34°05'02.2"N 118°16'56.6"W



Description: Stainless-steel Plaque

Material: 12"W x 3" H

Borders are 1/5" thick

Font used: Graphic Medium