

APPROVED

AUG 17 2023

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 23-153

DATE: August 17, 2023

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: RUNYON CANYON PARK- APPROVAL AND ACCEPTANCE OF DOG WASTE BAG DISPENSERS AND DOG WASTE BAGS AS A DONATION FROM THE FRIENDS OF RUNYON CANYON TO BE INSTALLED BY THE DEPARTMENT OF RECREATION AND PARKS MAINTENANCE DIVISION; CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTION 15302 [REPLACEMENT OR RECONSTRUCTION OF EXISTING STRUCTURES AND FACILITIES WHERE THE NEW STRUCTURE WILL BE LOCATED ON THE SAME SITE AS THE STRUCTURE REPLACED AND WILL HAVE SUBSTANTIALLY THE SAME PURPOSE AND CAPACITY AS THE STRUCTURE REPLACED] OF CALIFORNIA CEQA GUIDELINES AND ARTICLE III, SECTION 1, CLASS 2 OF CITY CEQA GUIDELINES

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

General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Accept the proposed donation from the Friends of Runyon Canyon Foundation, a non-profit corporation (FOR), consisting of six (6) dog waste bag dispensers (Dispensers) to be installed at Runyon Canyon Park (Park), and an initial one-year supply of dog waste bags, collectively valued up to approximately five thousand dollars (\$5,000.00);
2. Authorize the Department of Recreation and Parks' (RAP) Maintenance Division, upon the Board of Recreation and Parks Commissioners (Board) approval of this Report and RAP's receipt of the Dispensers, to remove the existing dog waste bag dispensers currently in the Park and replace them with the new Dispensers utilizing the existing posts;
3. Determine that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15302 [Replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced] of California CEQA Guidelines and Article III,

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Section 1, Class 2 of City CEQA Guidelines and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;

4. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing the NOE;
5. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

The Friends of Runyon Canyon Foundation (FOR), a 501(c)(3) nonprofit public benefit corporation, approved by the IRS in July 2014, and incorporated in California on February 3, 2014, has been supporting Runyon Canyon Park (Park) and RAP since their inception. FOR and RAP have memorialized the terms of FOR's support for the Park through a Memorandum of Understanding (MOU) that was executed on January 19, 2023, which will be expiring on January 19, 2028. In connection with FOR's on-going support of the Park, FOR has agreed to donate to RAP six (6) new dog waste bag dispensers to replace the six (6) dilapidated dispensers that are currently located throughout the Park. Additionally, FOR has indicated its willingness to furnish, on an annual basis, all bags necessary to replenish the dispensers as needed for the remaining term of the MOU, beginning with a donation of an initial one year supply of bags. RAP Maintenance staff will install the dispensers on the existing posts of the dispensers that are being replaced. Should FOR exercise their option to extend the MOU for an additional five (5) years, they intend to continue to furnish all bags necessary on an annual basis for the duration of the MOU term extension.

Runyon Canyon Park is located in the heart of Hollywood, at 2000 North Fuller Avenue, Los Angeles, California 90046, and comprises 160 acres of hiking, walking, and jogging trails with panoramic views of mountains and cityscape. Additionally, there is a designated off-leash dog area, picnic tables, and open space for passive recreational activities. This unique park adjoins one of the most densely populated neighborhoods in Los Angeles with a large, intact native ecology. The distinctive combination of urban and wilderness qualities also makes Runyon Canyon Park a popular site for hiking and fitness recreation.

FOR's mission is to raise funds and awareness for the preservation, maintenance, protection, and beautification of Runyon Canyon Park and the primary purpose of RAP's relationship with FOR is to improve the quality of the Park for all visitors.

ENVIRONMENTAL IMPACT

The proposed Project consists of replacement of existing structures where the new structure will be located on the same site and have substantially the same purpose and capacity as the structures replaced.

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According to the parcel profile report retrieved on July 26, 2023 this area resides in a landslide zone. The construction of this Project will not increase the risk to humans related to landslides. This site is not within a coastal, methane, or historic zone, so there is no reasonable possibility that the proposed Project may impact on an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed Project. As of July 26, 2023, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) and the State Water Resources Control Board (SWCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Project site or any contaminated sites near the Project area (within 1000 feet). According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the proposed Project or within its site. Furthermore, the proposed Project is not located in proximity of a known historical resources and will not cause a substantial adverse change in the significance of any historical resource.

Based in this information, staff recommends that the Board determines that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15302 of California CEQA Guidelines and Article III, Section 1, Class 2 of City CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.

FISCAL IMPACT

The proposed donation does not have any impact on the RAP General Fund, as the items donated are being fully funded through FOR, at no cost to RAP.

STRATEGIC PLAN INITIATIVES AND GOALS

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

Strategic Plan Goal 3 - Create and Maintain World Class Parks and Facilities

This Report was prepared by Melissa Bettis, Management Analyst, Partnership Section.

LIST OF ATTACHMENTS/EXHIBITS

- 1) Agreement No. 3966

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF LOS ANGELES
ACTING BY AND THROUGH
THE BOARD OF RECREATION AND PARK COMMISSIONERS
AND
THE FRIENDS OF RUNYON CANYON FOUNDATION
ESTABLISHING ROLES, RESPONSIBILITIES, AND RELATIONSHIP
TO PRESERVE, MAINTAIN AND SUPPORT RUNYON CANYON PARK**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is made and entered into this day of January 20, 2023 by and between the CITY OF LOS ANGELES, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners (hereinafter "CITY"), and THE FRIENDS OF RUNYON CANYON FOUNDATION (hereinafter, "FOR"), a California 501(c)(3) nonprofit public benefit corporation. CITY and FOR may be referred to herein individually as "PARTY" or collectively as "PARTIES".

A. Through its Department of Recreation and Parks ("RAP"), the CITY owns and operates real property commonly referred to as Runyon Canyon Park, located at 2000 N. Fuller Avenue, Los Angeles, California, 90046 ("PARK"), with grounds consisting of approximately 160 acres of open-space land, including walking trails, an off-leash dog park, and passive areas, as generally illustrated by the site plan attached hereto and incorporated herein by reference as Exhibit-A.

B. FOR is incorporated as a State of California 501(c)(3) nonprofit public benefit corporation, whose mission is to raise funds and awareness for preservation, maintenance and beautification of the PARK.

C. FOR is governed by its Articles of Incorporation and Bylaws, and the activities and affairs of FOR are conducted, and all of its corporate powers are exercised, by or under the direction of its Board of Directors, the members of which are designated, selected, and elected in accordance with FOR Bylaws.

D. The purpose of this MOU is to establish the respective roles, responsibilities, and financial relationship between CITY and FOR, with respect to fundraising for maintenance, preservation, and support of the PARK.

CITY and FOR hereby agree and understand as follows:

1. Fundraising

- a. Authority to Raise Funds. CITY hereby authorizes FOR to raise funds solely for the benefit of the PARK. Any proposed improvements, project proposals, and/or scheduling of on-site park events by FOR (collectively, "FOR Proposal") regarding or within Runyon Canyon Park shall first be submitted to and subject to an initial review by RAP at the staff level, and if approved, RAP shall notify and discuss the FOR Proposal with Council District 4 (CD-4). Any and all funds FOR raises for the PARK shall be evidenced in FOR's financial statements submitted to RAP and shall be used exclusively for RAP approved projects and events, in conjunction with the preservation and maintenance of the PARK. Should RAP approve or support a FOR Proposal, RAP shall notify the Hollywood Hills West

Neighborhood Council (HHWNC) President in writing, to enable HHWNC to hold a publicly noticed meeting to allow HHWNC and its stakeholders the opportunity to provide meaningful feedback and/or recommendation(s) to RAP before a recommendation is made to the Recreation and Parks Board of Commissioners (BOARD) and the BOARD's applicable task force. RAP shall allow HHWNC no less than thirty (30) days from the date of HHWNC's receipt of RAP's notification for the FOR Proposal, to provide such feedback and/or recommendation(s) to RAP in writing, prior to RAP making a recommendation to the BOARD and its task force for approval. Notwithstanding the foregoing, RAP may conduct any other outreach or activities to obtain additional input or approval for a FOR Proposal as RAP deems in its best interest, including engaging in any review process with any other CITY departments or other neighborhood councils or groups. RAP's final approval of any FOR Proposal shall be made in RAP's sole discretion.

- b. Fundraising at the PARK. FOR shall be authorized to conduct fundraising activities during daylight hours at the PARK when the PARK is open to the public, in coordination with and subject to prior notice to and approval by RAP. RAP shall retain all rights to conduct its own programs, fundraising, recreational activities, and special events at the PARK at its sole discretion. RAP shall also retain the right to authorize any third-party organizations and/or other individuals or groups the right to conduct fundraising, special events, recreational programs, and other activities for participation or improvement at the PARK, pursuant to RAP's permitting and agreement policies. FOR shall not have any independent authority to authorize third-party activities within the PARK.
- c. Donor Recognition. Any and all recognition provided to donors supporting the PARK which is proposed by FOR ("FOR Recognition") shall be subject to review and approval by RAP, consistent with the RAP Sponsorship Recognition Policy, which may be amended or adopted from time to time. Any FOR Recognition shall be submitted to RAP for review, and RAP shall notify the HHWNC President in writing, to enable HHWNC to hold a publicly noticed meeting to allow HHWNC and its stakeholders the opportunity to provide meaningful feedback and/or recommendation(s) to RAP regarding the FOR Recognition with sufficient time before a recommendation is made to the BOARD and its task force. As above in Section 1.a., RAP shall allow HHWNC no less than thirty (30) days from the date of HHWNC's receipt of RAP's notification of any proposed FOR Recognition, to provide feedback and/or recommendation(s) prior to RAP making a recommendation to the BOARD and its task force for approval of such FOR Recognition. Notwithstanding the foregoing, RAP may conduct any other outreach or activities to obtain additional input or approval for a proposed FOR Recognition as RAP deems in its best interest, including engaging in any review process with any other CITY departments or other neighborhood councils or groups. RAP's final approval of any FOR Recognition shall be made in RAP's sole discretion.
- d. Gift Agreements. Gifts or donations of capital improvements at RAP facilities, equipment, materials, funds, or in-kind services provided to the CITY for the PARK by FOR, shall be subject to acceptance by the BOARD (to be accepted at the BOARD's sole discretion), through donation reports and/or negotiated gift agreements executed by and between the CITY and FOR, and when applicable, third-party contributor(s). Such reports and gift agreements shall be prepared by RAP and approved by the City Attorney and the BOARD.
- e. Right of Entry Permits. The provision of services, the performance of any activities, and/or the implementation of any approved improvements at the PARK may, in addition to the

above set forth approval process, be subject to the issuance of a Right of Entry Permit ("ROE") by RAP and RAP's normal permitting process. The terms and conditions of the ROE will include a description of the activities to occur, the process involved, and details stipulating the terms and conditions for the permittee's access to the PARK.

- f. General Access to the PARK. FOR may have general public access to the PARK for purposes of conducting surveys and other research in furtherance of FOR's fundraising, public outreach, and proposal preparation. PARTIES agree that by FOR being granted such authorization, and conducting such activities, in no way constitutes RAP's approval of a FOR Proposal, as all FOR Proposals shall be subject to RAP's prior approval, as described in Section 1.a. above. Unless agreed to by RAP in advance and in writing, RAP shall bear no financial obligation associated with any expense incurred by FOR in conducting the activities described above.

2. Term and Termination. The term of this MOU ("TERM") shall become effective on the last date of execution ("EXECUTION DATE") by the PARTIES, and shall remain in effect for five (5) years from EXECUTION DATE with the option to extend for an additional five (5) year term at the discretion of the RAP General Manager.

Early Termination - Either PARTY shall have the right to terminate this MOU for any reason during the TERM upon ninety (90) days written notice to the other PARTY.

3. Indemnification. Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, FOR 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 FOR'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 FOR, 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 MOU. This provision will survive expiration or termination of this MOU.

FOR 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 MOU and FOR 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 FOR's performance under this MOU, 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. FOR further promises and agrees to indemnify and hold CITY harmless from any and all damages resulting from the contraction of COVID-19.

4. Insurance. FOR shall be fully insured, and as a requirement of this MOU, FOR shall additionally insure the City of Los Angeles for the coverage specified by the City Administrative Officer's (CAO) Risk Manager on Form 146R attached hereto and incorporated herein by reference as Exhibit B. FOR shall maintain during the TERM of this MOU evidence of insurance acceptable to the CAO Risk Manager and shall obtain approval of such insurance prior to FOR's performance under this MOU and in accordance with instructions for submitting insurance to the City, included herein as part of Exhibit-B and incorporated herein by reference.

5. Signage. No FOR signs or banners of any kind will be displayed in the PARK or any entrance to the PARK without prior written authorization by RAP, including but not limited to any donor recognition signage which is subject to RAP and BOARD approval and in conformance with the above notification requirements to HHWNC.

6. Publicity. FOR agrees to cooperate and coordinate with respect to the nature, text, and timing of any proposed press release or public announcement(s) concerning the existence of this MOU, the use or promotion of the PARK, the acquisition of any real property, or construction of any improvements at the PARK. Further, any press release, public announcement, marketing materials, or brochures to be prepared by FOR shall be subject to RAP review and approval prior to any release or implementation.

7. Internet Cross Promotion and Use of Marks. FOR shall not use the CITY's trademarks, trade names or logos without the CITY's prior written approval.

8. No Joint Venture or Agency Relationship. Nothing herein contained shall be construed to place the PARTIES to this MOU in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. FOR shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will FOR represent itself to be an agent of the CITY or any of its departments. Nothing in this MOU may be construed to have authorized or vested in FOR the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

9. Financial Statements. Annual financial statements or financial status reports, including FOR expense reports, will be provided to RAP within ninety (90) days following the end of each of FOR's fiscal years (January 1st through December 31st).

10. Board of Directors. FOR has provided RAP with a current list of the FOR Board of Directors, and agrees to include a subsequent current list of the same each year when submitting its annual financial statement to RAP. If during the TERM of this MOU there is a change to the list provided to RAP previously, FOR agrees to provide RAP with a quarterly update of any changes to the FOR Board of Directors.

11. Disposition of Assets upon Liquidation. FOR's Articles of Incorporation provide that upon liquidation its net assets will be transferred to another California nonprofit public benefit corporation with similar purposes, such as the Los Angeles Parks Foundation. FOR shall not amend its Articles of Incorporation without ninety (90) days prior written notice to RAP. RAP shall have no obligation to enter into any MOU or Agreement with such successor organization, unless agreed to by RAP and approved by the BOARD.

12. Incorporation of Documents. The following documents are incorporated and made a part hereof by reference:

Exhibit A: Site Plan

Exhibit B: Insurance Requirements and Instructions for submitting Insurance

Exhibit C: FOR Board of Directors

The order of precedence in resolving conflicting language, if any, in the documents shall be: 1) This MOU exclusive of attachments; 2) Exhibit A; 3) Exhibit B; 4) Exhibit C.

[SIGNATURE PAGE TO FOLLOW]

This MOU 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 MOU may not be amended or modified, except in writing and signed by both PARTIES hereto.

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

THE FRIENDS OF RUNYON CANYON FOUNDATION, a 501(c)(3) California nonprofit public benefit corporation

By: *Ayria Pitanues*
President

By: *Art Andres*
President

By: *Sakisho Sardin*
Secretary

By: *DocuSigned by: Leah Miller*
Treasure

Date: *18 January 2023*

Date: *01-19-23*

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO
~~MICHAEL N. FEUER~~, City Attorney

By: *Steven Hong*
Deputy City Attorney

Date: *1/20/23*

Exhibit A
Premises Site Map

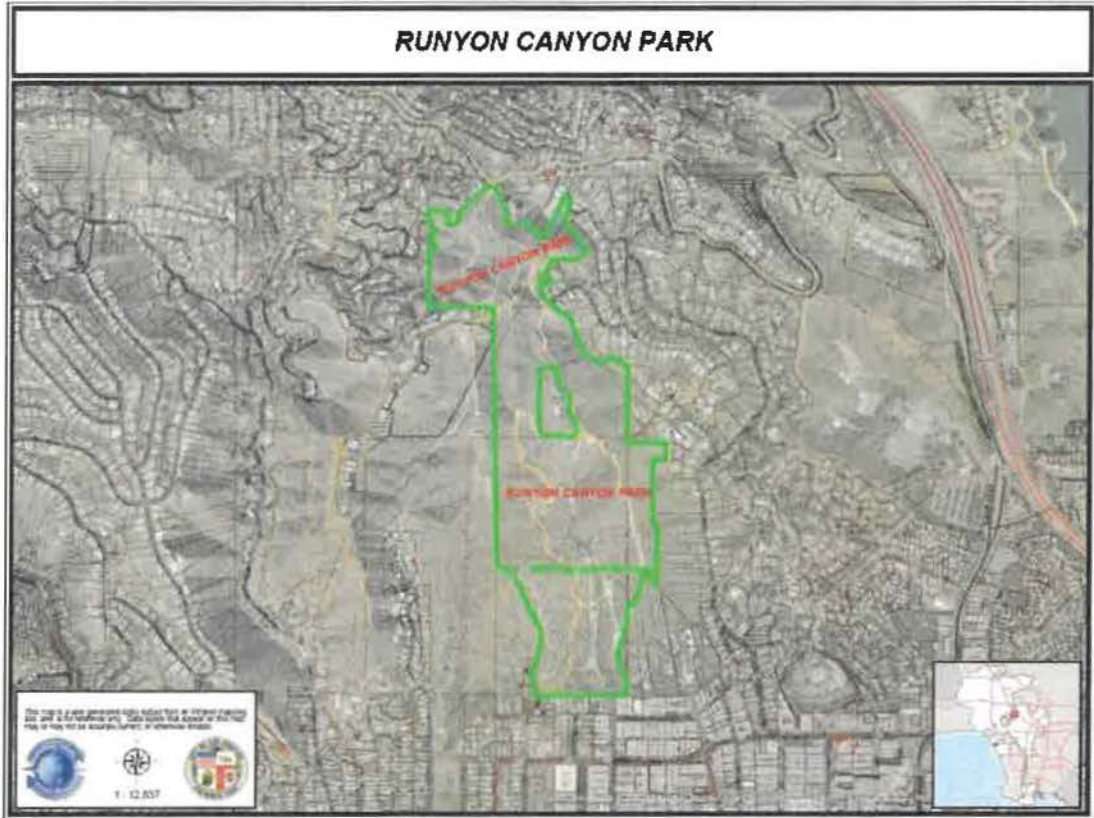


Exhibit B

Insurance Requirements and Instructions for Submitting Insurance

Form Gen 146 (Rev 6/12)

Clear Form

Required Insurance and Minimum Limits

Name: Friends of Runyon Canyon Foundation, Inc. Date: 7/18/2022

Agreement/Reference: MDU - Roles, Responsibilities, & Relationship to Preserve, Maintain & Support Runyon Canyon Park

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 1,000,000

- Waiver of Subrogation in favor of City Longshore & Harbor Workers
 Jones Act

General Liability City of Los Angeles must be named as an Additional Insured Party 1,000,000

- 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 100% of the contract price

Crime Insurance

Other: Provided to: Melissa Bettis @ RAP, Ph: (213) 202-5681

If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at:
<http://cao.lacity.org/risk/insurance/forms.htm>

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.

CITY OF LOS ANGELES
INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

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

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

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

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

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

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

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

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

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

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website

address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability and Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the City employees' and/or City customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

Exhibit C

FOR Board of Directors as of February 1, 2022

Don Andres - President
John Gile
Puck Markham
Shawn Meaux
Paul Moore – Vice President
Josh Myler – Treasurer
Susan Taylor
Roz Wolpert – Secretary