

APPROVED

APR 03 2019

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 19-066

DATE April 3, 2019

C.D. 7

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ANDRES PICO ADOBE HISTORICAL MUSEUM – AMENDMENT TO AGREEMENT NO. 3549 WITH THE SAN FERNANDO VALLEY HISTORICAL SOCIETY TO EXTEND THE TERM

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



General Manager

Approved X

Disapproved _____

Withdrawn _____

RECOMMENDATIONS

1. Accept an offer of services from the San Fernando Valley Historical Society for the continued operation and maintenance of the Andres Pico Adobe Historical Museum;
2. Approve the proposed Amendment to Agreement No. 3549 (Amendment) with the San Fernando Valley Historical Society, attached hereto as Attachment 1, to extend the term of Agreement No. 3549 from three (3) years to ten (10) years, subject to the approval of the Mayor and City Council, and approval of the City Attorney as to form;
3. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed Amendment, concurrently to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series), and to the City Attorney for review and approval as to form; and,
4. Authorize the Board President and Secretary to execute the Amendment upon receipt of the necessary approvals;

SUMMARY

The Department of Recreation and Parks (RAP) owns and operates real property located at 10940 Sepulveda Boulevard, Mission Hills, CA 91345, commonly known as the Andres Pico Adobe. The property consists of open green space and landscaping, and several historical structures such as the Pico Adobe Home, the Lankershim Reading Room, and the San Fernando Railroad Shanty. Also on site among the historical structures is a historical farm equipment display area. Said historical structures are what essentially comprise the Andres Pico Adobe Historical Museum (Museum), which houses important original and replica historical and cultural artifacts related to California heritage.

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The San Fernando Valley Historical Society (Organization) is a non-profit corporation with a mission to preserve the unique historical significance of the Museum, through its development, exhibition, education, promotion, and preservation. The Organization has operated and maintained the Museum for over fifty (50) years. Currently, the Organization operates the Museum under Agreement No. 3549 (Attachment 2) which is due to expire on May 31, 2019.

Based on the most recent performance report submitted by Organization covering the period July 2017 to June 2018, there were almost 2,800 visitors to the Museum, comprising 2,134 self-guided tours. In addition, various speaker meetings were held at the Museum. Fourteen (14) school tours were conducted involving 577 students. Such school tours are enhanced with demonstrations and hands-on activities such as adobe brick making, clothes washing, quilting, kitchen equipment utilization, acorn grinding, Native American cultural arts, and tours of the railroad shanty. Recently, eighty-six (86) donated items from a collector of historic items of pertinent interest were added and a vintage 85-pound El Camino Real bell was donated to the Museum and installed by volunteers. For the past three years, the Organization's librarian has spent much time organizing the extensive library of historic books, numbering them according to the Dewey decimal system and creating a database of the holdings.

As the Organization has faithfully maintained the Museum collection in good condition and provided tours to the public, staff recommends an extension to the term of Agreement No. 3549 to allow the Organization to continue to operate and maintain the Museum under the same terms and conditions. Under the proposed Amendment, the term of Agreement No. 3549 will be extended for an additional seven (7) years, expiring May 31, 2026, and contact information for the parties updated.

Organization will continue to use the facility as its headquarters and open the Museum free to the public and provide knowledgeable docents who enhance the public's experience, at no cost to the City. Organization will also continue to pay Cost Recovery Reimbursement Fees to RAP for utilities, trash removal, and staff impacts. In working with RAP, the Organization will be authorized to permit the Museum and grounds to third-party groups for meetings, receptions, and other one-time private events. During the period July 2017 to June 2018, rentals of the park provided about \$10,700 in revenue, providing a much needed source of support for the operation of the Museum.

RAP has no staff presence at the Museum and does not have identified resources to self-operate the Museum and keep it open to the public.

FISCAL IMPACT STATEMENT:

The operation and maintenance of the Museum is work that RAP is not budgeted to perform. Therefore, this Amendment to Agreement No. 3549 with Organization will contribute to the City by providing a facility for the public's benefit at no additional cost to the City. Maintenance of the grounds of the park area is part of a regular maintenance route and is budgeted through RAP's annual budget process.

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

LIST OF ATTACHMENTS

- 1) Proposed Amendment
- 2) Agreement No. 3549

AMENDMENT TO AGREEMENT NO. 3549
BETWEEN
THE CITY OF LOS ANGELES
AND
SAN FERNANDO VALLEY HISTORICAL SOCIETY
FOR THE
OPERATION AND MAINTENANCE OF
THE ANDRES PICO ADOBE

THIS AMENDMENT TO AGREEMENT NO. 3549 (AMENDMENT) is made this _____ day of _____, 20____, by and between the City of Los Angeles, acting by and through its Board of Recreation and Park Commissioners (CITY) and San Fernando Valley Historical Society, a California 501(c)(3) non-profit organization (SFVHS). CITY and SFVHS may be referred to individually herein as "PARTY", or collectively as "PARTIES."

WITNESSETH

WHEREAS, on April 6, 2016, the Board of Recreation and Park Commissioners approved AGREEMENT NO. 3549 between the CITY and SFVHS for SFVHS to continue to operate and maintain the Andres Pico Adobe as a public museum for the benefit and enjoyment of Los Angeles residents and visitors, as SFVHS has since 1981 (Report No. 16-080); and,

WHEREAS, Agreement No. 3549 (AGREEMENT) was executed on June 1, 2016, for a three (3) year term, which initially expires on May 31, 2019; and

WHEREAS, SFVHS has performed satisfactorily in providing historical, recreational, research and educational opportunities at the Andres Pico Adobe, while maintaining the building for the past three (3) years under said AGREEMENT; and

WHEREAS, SFVHS has notified CITY that it wishes to continue its collaboration for an additional seven (7) year term to expire on May 31, 2026, under substantially the same terms and conditions of the AGREEMENT, commencing upon the expiration date of the AGREEMENT; and

WHEREAS, CITY accepts SFVHS's offer to continue this collaboration for the maintenance and operation of the Andres Pico Adobe.

NOW THEREFORE, the PARTIES agree to amend the AGREEMENT as follows:

A. Section 2 – Term and Termination

The first sentence in Section 2 of the AGREEMENT is hereby amended in its entirety and shall now read as follows:

The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as “TERM”) shall be **Ten (10)** years, from June 1, 2016 to May 31, 2026.

B. Section 23 – Notices

Section 23 of the AGREEMENT is hereby amended in its entirety and shall now read as follows:

Any notice, request for consent, or statement (“Notice”), that the CITY or SFVHS 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 the CITY or SFVHS may designate a different address for any Notice by written statement to the other in accordance with the provisions of this section. A Notice shall be delivered personally, or emailed, or by deposit with the United States Postal Service with postage prepaid.

Notices to the CITY shall be addressed as follows:

City of Los Angeles Department of Recreation and Parks
Attention: Partnership Section
221 North Figueroa Street, Suite 180
Los Angeles, CA 90012

Tel.: (213) 202-5600; Fax: (213) 202-2614
Email: rap.partnerships@lacity.org

Notices to SFVHS shall be addressed as follows:

Mr. Ron Van Deest, President
San Fernando Valley Historical Society
P.O. Box 7043
Mission Hills, CA 91346-7043

Tel.: (818) 360-8959;
Email: svfhistory@gmail.com; rnsvandeest@msn.com

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San Fernando Valley Historical Society
Andres Pico Adobe

C. With the exception of the amendments to Sections 2 and 23 of the AGREEMENT as stated above, the remainder of the terms and conditions of Agreement No. 3549 shall remain unchanged and in full force and effect. Should any provision of Agreement No. 3549 conflict with this AMENDMENT, the terms and conditions of this AMENDMENT shall prevail.

[SIGNATURE PAGE FOLLOWS]

Amendment to Agreement No. 3549
San Fernando Valley Historical Society
Andres Pico Adobe

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

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

SAN FERNANDO VALLEY HISTORICAL SOCIETY, a California 501(c)(3) non-profit organization

By: _____
President

By: _____

By: _____
Secretary

Title: _____

Date: _____

By: _____

Title: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

Date: _____

By: _____
Deputy City Attorney

Date: _____

**OPERATING AGREEMENT
BETWEEN THE
CITY OF LOS ANGELES
AND
SAN FERNANDO VALLEY HISTORICAL SOCIETY
FOR THE
OPERATION AND MAINTENANCE OF
THE ANDRES PICO ADOBE**

This AGREEMENT is entered into as of JUNE 1ST, 2016, 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 San Fernando Valley Historical Society, a California 501(c)(3) non-profit corporation (referred to herein as, "SFVHS") for the operation and maintenance of the Andres Pico Adobe. CITY and SFVHS may be referred to herein individually as "PARTY", or collectively as "PARTIES".

WHEREAS, CITY, through its Department of Recreation and Parks ("RAP"), owns and operates real property commonly known as the Andres Pico Adobe ("PROPERTY"), dedicated as parkland in perpetuity in 1978 and consisting of open green space and landscaping ("PARK AREA"), and historical structures referred to as the Pico Adobe Home, the Lankershim Reading Room, and the San Fernando Railroad Shanty; and also including a farm equipment display area (collectively, "the ADOBE"). The PROPERTY is located at 10940 Sepulveda Boulevard, Mission Hills, CA 91345, and is illustrated by the site map attached hereto and incorporated herein by reference as Exhibit-A ("PROPERTY SITE MAP"); and,

WHEREAS, the RAP currently maintains, and shall continue to maintain, the PARK AREA of the PROPERTY; and,

WHEREAS, the SFVHS currently occupies and operates the ADOBE on a month-to-month basis, as a public museum for the benefit and enjoyment of Los Angeles residents and visitors, through an Operating Agreement which was executed on April 16, 1981 and expired on August 13, 1999; and,

WHEREAS, the SFVHS desires to continue their operation of the ADOBE for the primary purpose of preserving, maintaining, and improving the ADOBE for the benefit and enjoyment of the public, which activities include museum operations, special events free to the public, fundraising, and community support and outreach, pursuant to the terms and conditions of this AGREEMENT; and,

WHEREAS, the CITY has agreed to authorize the SFVHS to continue its operation of the ADOBE and assume maintenance responsibilities as described herein; and,

WHEREAS, the SFVHS has agreed to continue such operation of the ADOBE and assume certain maintenance responsibilities, at the SFVHS's own expense and no cost to the CITY, including the performance of required repairs and commitment to conduct fund raising events and activities, applying for grants, and receiving, holding and using such donations and/or grant awards for the operation, preservation, and maintenance of the ADOBE, as well as the enhancement of related public programs; and,

WHEREAS, CITY agrees to allow the SFVHS to continue such museum operations and related activities, and further agrees to authorize the SFVHS to issue revenue-generating permits to the public for third-party use of the PROPERTY by outside organizations, in accordance with Sections 4.j and 11.g of this AGREEMENT; and,

WHEREAS, the SFVHS agrees to fulfill the above obligations and commitments in accordance with the terms and conditions herein, for the benefit of the recreational needs of the residents of the City of Los Angeles.

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

1. USE OF THE PROPERTY

In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, the CITY grants to the SFVHS by this AGREEMENT, authority to exclusively use the ADOBE portion and have shared use of the PARK AREA of the PROPERTY for the operation of an historic museum as described in the Permitted Uses set forth in Section 4 below, and as further defined by the SFVHS in Exhibit-B, Andres Pico Adobe Program Description, attached hereto and incorporated herein by reference, and which shall be performed by the SFVHS in compliance with the terms and conditions of this AGREEMENT, at the sole cost and expense of the SFVHS; and from time to time coordinate with RAP Operations and Maintenance staff for the permitting and revenue sharing of the PARK AREA portion of the PROPERTY.

2. TERM AND TERMINATION

The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be Three (3) Years.

- a. **Commencement and Expiration:** This AGREEMENT shall take effect on the date set forth above, pursuant to the date of execution ("COMMENCEMENT DATE"), and shall end upon the expiration of the TERM, or the earlier of a

written termination notice from one PARTY to the other, effective after sixty (60) calendar days from the date of such notice.

- b. **Termination:** In addition to termination for an uncured breach or default, or if the SFVHS ceases to operate under this AGREEMENT, or the RAP issues a written termination notice to the SFVHS effective after sixty (60) calendar days from the date of issuance due to an unfavorable annual evaluation pursuant to Section 6 of this AGREEMENT ("ANNUAL PERFORMANCE REVIEW"), or for cause during the TERM, either the CITY or the SFVHS may terminate this AGREEMENT by giving the other sixty (60) calendar days advanced written notice. The CITY and the SFVHS reserve the right to terminate this AGREEMENT at their sole discretion for convenience, emergency, or necessity. If the CITY or the SFVHS should elect to terminate this AGREEMENT, the SFVHS agrees to immediately cease all operations and other activity, remove all personal property and equipment, and to peacefully surrender the PROPERTY to the CITY within sixty (60) calendar days of receiving or providing a written notice of termination. If the SFVHS fails to remove all its personal property and equipment within sixty (60) calendar days after termination of this AGREEMENT, the RAP, at its option, may remove such property and equipment, in which event the SFVHS shall pay to the RAP, upon demand, the reasonable cost of such removal, plus the cost of transportation and disposition thereof.
- c. **Cease to Operate:** The phrase "cease to operate" shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of the SFVHS'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 the SFVHS's purposes or function as contained in the SFVHS's corporate charter or grant of non-profit status ("Stated Purposes"); (iii) a material change in the delivery of services by the SFVHS, as described herein; or (iv) the failure of the SFVHS to use the ADOBE for any of the PERMITTED USES or failure to comply with the agreed upon PERFORMANCE REQUIREMENTS, terms and conditions or other obligations contained in this AGREEMENT, for a consecutive period of sixty (60) calendar days.

3. ACCESS TO THE PROPERTY

The SFVHS, and any authorized third party associated with the SFVHS's activities at the ADOBE, will abide by the terms and conditions contained in this AGREEMENT, and agree to cooperate fully with the RAP's employees in the performance of their duties. Authorized representatives, agents and employees of the RAP shall have the right to enter the PROPERTY for purposes of fulfilling normal duties, or in the case of emergencies. If required for public safety, the RAP

may immediately suspend and/or terminate SFVHS activities involving the PROPERTY.

4. PERMITTED USES

The SFVHS may seek to expand and/or change the scope of PERMITTED USES, subject to prior approval and written consent through an amendment to this AGREEMENT approved by the CITY. The SFVHS, at its sole cost and expense, shall:

- a. Operate and maintain the ADOBE as the historic museum commonly known as the "Andres Pico Adobe". The SFVHS may use the ADOBE as the SFVHS's headquarters, hold meetings and other activities with the primary purpose of preserving, maintaining, and improving the ADOBE and expanding its collection of art, artifacts, and exhibits, for the benefit and enjoyment of the public. Activities may include fundraising, tours, the receiving and holding of donations or grants, permitting facility use for fee and revenue sharing with RAP, including photography, and providing professional services appropriate to the historical restoration and development of the ADOBE, all in accordance with the Andres Pico Adobe Program Description attached hereto and incorporated herein by reference as Exhibit-B.
- b. Operate the ADOBE only during the specified days and hours listed below in Section 7 of this AGREEMENT.
- c. Maintain the ADOBE in accordance with Section 9 of this AGREEMENT.
- d. Make the PROPERTY available to the public for private use under permit, and also open the ADOBE to the public free of charge (donations may be accepted) for viewing and historical activities, including but not limited to, classes and docent-led tours organized by the SFVHS, in accordance with the following:
 - (i) A minimum of two (2) days each week for a minimum of four (4) hours each scheduled day by the end of the first year of the TERM; and,
 - (ii) A minimum of three (3) days each week for a minimum of four (4) hours each scheduled day by the end of the second year of this TERM.

Should a renewal or extension of this AGREEMENT be contemplated in the future, public usage attendance records will be reviewed and utilized to determine if an amendment to extend the TERM of this AGREEMENT is warranted.

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- e. Be authorized to schedule tours for schools and/or other groups during authorized hours of operation (see Section 7, DAYS AND PERIODS OF USE).
- f. Be authorized to use the ADOBE for meetings related to the operation and maintenance of the historic museum.
- g. Provide sufficient staff necessary to perform the operation of the historic museum, including the provision of services as agreed to herein, providing all materials, supplies, equipment, and funds necessary to operate the museum to the reasonable satisfaction of RAP.
- h. Ensure that the SFVHS's staffing of the ADOBE complies with applicable City, State, and/or Federal protocols for recreation, docent, and/or maintenance staff, such as, background checks, finger printing, etc., whether the person is an employee or volunteer of the SFVHS.

For purposes of temporary, one (1) day cleanup and/or other temporary, volunteer-based event(s), the SFVHS shall coordinate such event(s) with the RAP Representative listed in Section 24 of this AGREEMENT. Temporary volunteer event requirements may include, but not be limited to, the completion of a volunteer sign-in sheet and signed waiver form for each volunteer-participant, subject to a determination by RAP.

- i. Punctually pay or cause to be paid all financial obligations incurred in connection with the operation, preservation, and maintenance of the ADOBE. The SFVHS shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with the SFVHS's use of the PROPERTY.
- j. Issue permits to, and monitor permitted activities by, third party individuals, groups, or organizations for use of the PROPERTY on an hourly basis, in accordance with the Andres Pico Adobe Museum Schedule of Facility Use Rates and Fees, Exhibit-C, as approved by the BOARD, for events such as, weddings, birthday parties, meetings, social events, parking, and catering trucks. Notification for all events must be sent to RAP in writing at a minimum seven (7) calendar days prior to the subject event or activity. RAP shall reserve the right to cancel such event if deemed in appropriate for park property.

The SFVHS shall collect all applicable facility use fees from third parties in accordance with the Andres Pico Adobe Museum Schedule of Facility Use Rates and Fees page, attached hereto and incorporated herein by reference as Exhibit-C, and shall remit the ten percent (10%) share of such fees to RAP in accordance with Section 11.g of this AGREEMENT.

- k. Hold fundraising events at the PROPERTY in accordance with Section 10.b of this AGREEMENT.
- l. Ensure that no photographs of minors or depiction of their likeness is included in any publication without obtaining prior written consent from the minor's parent or legal guardian.
- m. Ensure that no person will live and/or reside at the ADOBE, or occupy the PROPERTY overnight, with the exception of a security guard if necessary and approved in writing by RAP.
- n. **Special Events:** The SFVHS shall make requests to RAP through the RAP Representative listed in Section 24 of this AGREEMENT, for use of the PROPERTY, or portion thereof, for SFVHS special events and activities other than normal operations, repair, and/or maintenance. Special Events include historical reenactments and any fundraising activities not authorized under Section 10 of this AGREEMENT.

This provision in no way limits RAP's use of the PARK AREA for special events conducted by RAP contingent upon PARK AREA availability. RAP shall notify the SFVHS a minimum of thirty (30) days in advance of scheduled RAP special event. RAP will be responsible for necessary cleanup of the PARK AREA related to RAP's use of the PARK AREA.

- o. **Cooperation:** The SFVHS shall cooperate fully with RAP staff on all matters relative to the conduct of operations or any activity, special event, and/or fundraising activity or event, including matters related to parking, traffic and public participation. SFVHS acknowledges and understands that a portion of PROPERTY is used for RAP staff to meet and to store equipment and materials used by RAP to maintain the PROPERTY and other RAP parks and property in the City of Los Angeles. At no time shall SFVHS impede the access of RAP staff to the PROPERTY or to RAP storage areas and containers nor shall SFVHS interfere with RAP staff use of a portion of the PROPERTY as a service yard.

5. EQUIPMENT, ARTIFACTS, RESEARCH MATERIALS, AND OTHER MATERIALS

Equipment, artifacts, or materials owned by the SFVHS may be stored, used, and/or exhibited at the ADOBE. SFVHS shall provide to RAP copies of existing documentation listing and/or describing art, furniture, books, garments, and other items stored, used, or exhibited in the ADOBE, such as but not limited to brochures, docent training materials, and book lists. Over the TERM of this AGREEMENT, the SFVHS shall develop and adopt a Collection Management Policy and produce a written Collection Management Plan including an accession

numbering system. The Collection Management Plan for the SFVHS shall specify procedures and timetable for eventual cataloging and numbering of the SFVHS's entire collection of equipment, artifacts, ephemera, photographs, materials, and any other items stored, used, or exhibited in the ADOBE. The Collection Management Policy and Plan shall be adopted, in place, and in progress prior to entering into any future agreements either short or long term.

6. ANNUAL PERFORMANCE REVIEWS

The SFVHS agrees to a series of ANNUAL PERFORMANCE REVIEWS, which shall be conducted by the RAP General Manager ("RAP GM") or his or her designee to determine the feasibility and benefit of continuing the collaborative relationship between the PARTIES to this AGREEMENT.

- a. Continuance of RAP's collaboration with the SFVHS shall be contingent upon a favorable ANNUAL PERFORMANCE REVIEW, which shall include, but not be limited to:
 - (i) An evaluation of the SFVHS's compliance with the terms and conditions of this AGREEMENT;
 - (ii) Fulfillment of the SFVHS's obligations for the operation and maintenance of the ADOBE under this AGREEMENT, including the provision of programs and/or services performed under the PERMITTED USES specified herein, and further defined by the SFVHS in Exhibit-B, Andres Pico Adobe Program Description;
 - (iii) Adequacy of the SFVHS's funding;
 - (iv) The volume of the public's participation in the SFVHS's programs;
 - (v) Progress of SFVHS in developing a Collection Management Policy and implementing a plan to catalog collection of equipment, artifacts, ephemera, photographs, materials, and any other items stored, used, or exhibited in the ADOBE and,
 - (vi) The SFVHS's cooperation with RAP staff and RAP use of the property for activities and storage related to the maintenance of City parks, operating as a service hub for the maintenance district.
- b. Every year during the life of this AGREEMENT, for purposes of completing the ANNUAL PERFORMANCE REVIEW process, the SFVHS shall submit to RAP during the period of June 1st through July 1st of each year, an annual

performance or program report ("PERFORMANCE REPORT"). This PERFORMANCE REPORT shall cover, but not be limited to:

- (i) Annual Budget and Report of Revenue and Expenditures;
 - (ii) Data on participants and program results;
 - (iii) Copies of collection management, site marketing, volunteer recruitment, and press materials; and,
 - (iv) Discussion of program changes or challenges.
- c. The RAP GM or his or her designee reserves the right to request additional materials or clarifying information after review of the submitted PERFORMANCE REPORT.
- d. RAP's approval to continue the collaborative relationship shall be based on findings obtained through the ANNUAL PERFORMANCE REVIEW, evaluation of the PERFORMANCE REPORT, and a review of compliance with the terms and conditions of this AGREEMENT, including interviews with RAP's operations and maintenance staff at the PROPERTY, if any are on-site. A sample Performance Evaluation Form is attached hereto and incorporated herein by reference as Exhibit-D. Results of the ANNUAL PERFORMANCE REVIEW may be used in determining future collaborations with the SFVHS. The CITY shall not unreasonably withhold its determination.

7. DAYS AND PERIODS OF USE

The SFVHS shall be entitled to use the PROPERTY during the days and times specified below ("PERMITTED TIMES"):

- a. **ADOBE Operation by SFVHS:** The SFVHS shall have access to the ADOBE to perform repairs, maintenance, and/or for program preparation, and use the ADOBE as the SFVHS's headquarters, from 6:00 a.m. to 10:30 p.m., daily, with the understanding that all programs and events shall end at 10:00 p.m.
- b. Any extended times or hours for specified events, programs, or other requested uses may be granted with the prior written consent of the RAP GM or his or her designee.
- c. **PARK AREA AND ADOBE HOURS:** Mondays from 10:00 a.m. to 4:00 p.m. and every third (3rd) Sunday of the month from 1:00 p.m. to 4:00 p.m.

- d. **Hours for Permit Operation of the PROPERTY:** SFVHS shall make the PROPERTY or portions thereof available to the public for permit usage from 9:00 a.m. to 10:00 p.m. only, on a daily basis with the exception of the following City of Los Angeles recognized Holidays: New Year's Eve; New Year's Day; Thanksgiving Day; the Friday after Thanksgiving; Christmas Eve and Christmas Day. Facility use fees applicable to such permits are more fully described in Exhibit-C.

8. PARKING

During the TERM of this AGREEMENT and during PERMITTED TIMES specified above in Section 7, the SFVHS, its staff, public patrons, and/or guests, may park standard-size vehicles in marked parking spaces on the PROPERTY during days and times that the PROPERTY is open to the public for public viewing, tours, and meetings, as described in Exhibit-A as Parking Lot Parking shall be on a first-come, first-served basis. There shall be no exclusive or designated parking.

During third-party, permitted facility use, specified parking may be made available to the SFVHS and its staff, RAP staff, and third-party permit holder(s) and guests, including catering trucks and/or other specialized vehicles.

9. MAINTENANCE, REPAIR AND SECURITY OF THE PROPERTY

During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, the CITY and the SFVHS agree to the following regarding the maintenance and repair of the PROPERTY:

- a. The SFVHS, at its sole cost and expense, shall perform the functions of maintenance and/or repair of the ADOBE as described herein, and the SFVHS accepts the ADOBE in its condition as of the date of execution of this AGREEMENT. The SFVHS is responsible for all repairs at the ADOBE that are necessitated by any cause including normal wear and tear, at the SFVHS's sole cost and expense. The SFVHS will provide all staff, materials, supplies, equipment, and funds necessary to make any maintenance and/or repair necessitated as a result of activity or actions under the direct supervision of the SFVHS. The CITY shall not be obligated to provide any resources for maintenance and/or repairs unless approved by the RAP GM in writing.

Should certain repairs be of such significant nature as to render the ADOBE unsafe or unsuitable and, in the sole opinion of the RAP GM, become a public safety hazard, the RAP GM may cause this AGREEMENT to be suspended, and require that the ADOBE be vacated and secured until such time as the SFVHS makes required repairs to the satisfaction of the RAP GM. In the

event of a natural disaster, however, the RAP and the SFVHS will work collaboratively to address the needed repairs. If such repairs are not able to be made within the agreed upon designated time period, PARTIES may terminate the AGREEMENT in accordance with Section 2.b above.

- b. The SFVHS will be responsible for the daily clean-up and reasonable upkeep of the ADOBE, including but not limited to the following:
 - (i) Keep the ADOBE clean and safe at all times during normal hours of operation;
 - (ii) Pick up trash and debris whether due to the SFVHS's activity or activity of a contracted vendor or permittee, and store such matter or material such that it is not clearly visible to public view. The RAP, particularly RAP's Valley Region Maintenance staff, will remove such trash from the PROPERTY's trash storage location in accordance with their established maintenance route.
- c. The SFVHS shall immediately repair any damages to the ADOBE or PARK AREA caused by the SFVHS or permitted groups which occur during the SFVHS's operations or permitted activities, or by vandalism, or that is caused by a SFVHS capital improvement project (restoration or refurbishment more fully described in Section 13 of this AGREEMENT) or maintenance of the ADOBE; the SFVHS recognizes that any damage which remains unrepaired may constitute a hazard to public safety.
- d. Any glass, both exterior and interior of the ADOBE, which is damaged during the TERM of this AGREEMENT, shall be promptly repaired or replaced at the sole cost and expense of the SFVHS, with glass of the same size, kind, and quality, subject to RAP review and approval.
- e. No offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable, or material hazard detrimental to the public health, shall be permitted or allowed to remain on the PROPERTY.
- f. The SFVHS shall be responsible for providing security on the PROPERTY, as necessary for the protection of the ADOBE, improvements, and content therein.
- g. To the extent resources are available, the RAP may undertake to maintain or repair improvements, fixtures, trade fixtures, roof systems, plumbing, electrical, heating-ventilation-air conditioning systems, building structure, and/or utility systems in place as of the execution of this AGREEMENT, if originally installed by the RAP. The SFVHS agrees and understands the RAP

shall not guarantee any level of maintenance or repair because resource availability is unknown. In the event needed repairs impede the ability of the SFVHS to conduct operations, the SFVHS may undertake repairs at no cost to RAP or may suspend operations in accordance with CASUALTY AND CONDEMNATION, Section 16. RAP will provide no maintenance or repair to improvements, fixtures, trade fixtures, roof systems, plumbing, electrical, heating-ventilation-air conditioning systems, building structure, and/or utility systems installed by the SFVHS.

- h. To the extent that repairs are not made, the SFVHS waives any and all claims against the CITY as a result of any damage to the SFVHS's property, officers, employees, and/or volunteers.
- i. RAP shall maintain the open park space of the PARK AREA including the parking lot. SFVHS shall pick up trash and debris and generally keep clean the PARK AREA or portions thereof when permitted for third party use by SFVHS in accordance with Exhibit-C.

10. FUNDING, FUNDRAISING, AND AUTHORIZED FEES AND CHARGES

- a. **Funding:** All funds, including grants, donations, and the SFVHS's share of Facility Use Fees, or any other funds received by the SFVHS in connection with the PROPERTY and related matters covered by this AGREEMENT or generated from programs or activities conducted on the PROPERTY, shall be applied exclusively to the operation and maintenance of the ADOBE, and the delivery and management of the SFVHS's programs and activities at the ADOBE, and will be strictly accounted for in accordance with Section 10.b below. Such funds shall not be commingled with other SFVHS funds not generated at the PROPERTY, nor shall such funds generated at the PROPERTY be used for activities unrelated to this AGREEMENT. If for any reason the SFVHS fails to secure or make available funding to carry out its responsibilities under the terms and conditions of this AGREEMENT, the CITY may immediately terminate AGREEMENT in accordance with Section 2.b of this AGREEMENT.
- b. **Fundraising:** The SFVHS shall be allowed to hold up to four (4) SFVHS sponsored fundraising events annually on the PROPERTY, exclusively to support the SFVHS's responsibilities under this AGREEMENT. The SFVHS shall notify RAP of each fundraising event in advance, no later than thirty (30) calendar days prior to the scheduled event. All monies raised from such fundraising events must be reported to RAP, in writing, no later than thirty (30) calendar days following the conclusion of the event.

The SFVHS shall be expected to cooperate with RAP staff on all matters relative to the performance of fundraising events, which may include concerns related to parking, traffic, and attendance.

This provision in no way limits RAP's use of the PROPERTY for events including fundraising conducted by RAP contingent upon PROPERTY availability. RAP shall notify the SFVHS a minimum of thirty (30) days in advance of scheduled RAP fundraising activities. RAP will be responsible for cleanup of the PROPERTY related to RAP's use of the PROPERTY.

- c. **Authorized Fees and Charges:** The SFVHS may not charge fees to the public to access the ADOBE for viewing and docent tours in accordance with Section 4.d of this AGREEMENT, unless approved in writing by the RAP GM or designated RAP staff in advance of such fees or charges being applied for a special event. SFVHS may collect non-mandatory donations from the touring public.

The SFVHS may charge patrons fees for membership, programs, services, and/or activities offered by the SFVHS at the ADOBE, in an amount comparable to fees charged by other organizations offering similar membership, programs, services, and/or activities in the community. The SFVHS may also charge admission fees for special events in an amount comparable to admission fees charged for similar events in the community.

The PROPERTY must be available to the public for permitted use. Pursuant to the terms and conditions of this AGREEMENT, the SFVHS is authorized to issue permits on the PROPERTY and collect facility use fees from third party groups and share permit fee proceeds with RAP, according to and more fully described in Exhibit C, the Andres Pico Adobe Museum Schedule of Facility Use Rates and Fees.

11. CONSIDERATION AND COST RECOVERY

The consideration for this AGREEMENT, in exchange for the SFVHS's use of the ADOBE, shall be the provision of the operation and maintenance of an historic museum at the ADOBE for the benefit and enjoyment of the general public, including free admission and docent tours, and the SFVHS's maintenance, repair, and preservation of the ADOBE at no cost to the CITY. The CITY shall have no responsibility for payment of any fees for the provision or conduct of the SFVHS's activities at the ADOBE and/or PARK AREA.

- a. **Cost Recovery Reimbursement Fee:** During the TERM of this AGREEMENT, the SFVHS shall pay an annual Cost Recovery

Reimbursement Fee to RAP for costs incurred by RAP related to this AGREEMENT and the SFVHS's use of the PROPERTY, as related to utilities, solid waste removal and disposal, and staff impact costs, which are not paid directly to applicable service providers, as detailed below. The total monthly Cost Recovery Reimbursement Fee due from the SFVHS is One Hundred Sixty-Two Dollars (\$162.00), totaling One Thousand Nine Hundred Forty-Four Dollars (\$1,944.00) per year.

- b. **Utilities:** Pursuant to the RAP policy regarding utility payments for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the BOARD on July 13, 2011 (Report No. 11-202), the cost of utility services to the ADOBE (electricity, gas, water) shall be the sole responsibility of the SFVHS. A portion of such utility expenses shall be paid by the SFVHS through a CRRF for utilities, in the amount of Twenty-Five Dollars (\$25.00) per month, totaling Three Hundred Dollars (\$300.00) per year. The CRRF for utilities is included in the total CRRF in Section 11.a above.
- c. **Trash and Solid Waste Disposal:** Pursuant to RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborations, approved by the BOARD on February 1, 2012 (Report No. 12-028), removal of waste, trash, and recyclables must be at the sole expense of the SFVHS with services of a non-CITY provider, billed directly to the SFVHS where feasible, or recovered by RAP through fees if not. Trash fees, in the amount of Sixty-Eight Dollars (\$68.00) per month totaling Eight Hundred Sixteen Dollars (\$816.00) per year, are included in the CRRF in paragraph 11.a above. As part of the CRRF, trash will be collected by RAP Valley Region Maintenance staff a minimum of one (1) day per week on Monday and/or Friday.
- d. **Staff Impact.** Pursuant to the RAP policy regarding Staff Impact, specifically the cost incurred by RAP staff resulting from the SFVHS's use of the ADOBE, as approved by the Board on July 19, 2012 (Report No. 12-217), the monthly reimbursement for staff impact is Sixty-Nine Dollars (\$69.00), totaling Eight Hundred Twenty-Eight Dollars (\$828.00) per year, and is included in the Total CRRF in paragraph 11.a above.
- e. **Telephone and data lines:** The SFVHS shall be solely responsible for the cost of telephone and data lines utilized at the ADOBE and shall pay the service provider directly. The CITY shall bear no costs in regards to the telephone and data lines at the ADOBE used by the SFVHS.
- f. **Third-Party Permit Fees:** During the TERM of this AGREEMENT, the SFVHS shall pay RAP ten percent (10%) of the retained third party Facility

Use Fees, including permits for facility use for photographic purposes. A report and payment of RAP's share of the Facility Use Fees shall be provided to RAP by the SFVHS in a lump sum every six (6) months on the tenth day of July and January, for the Facility Use Fees collected in the prior six (6) month period. The SFVHS is wholly responsible for timely payment of RAP's portion (10%) of the Facility Use Fees collected from Third Party permit users, regardless of written notification which is not required.

- g. **Payment of Cost Recovery Reimbursement and Third-Party Permit Fees:** CRRF and Third-Party Permit Fee payments shall be by business check, money order, or cashier's check, made payable to "City of Los Angeles". RAP at its discretion may provide courtesy invoices, but the SFVHS is wholly responsible for timely payment of the above mentioned fees regardless of written notification, which is not required.

All payments are to be mailed or delivered to:

City of Los Angeles Department of Recreation and Parks
Partnership Division (MS 628-9)
3900 W. Chevy Chase Drive
Los Angeles, California 90039

12. ALTERATIONS, IMPROVEMENTS, AND REPLACEMENTS

No physical alterations, additional improvements, and/or replacements shall be made to existing features on or within the ADOBE, without prior written authorization by the RAP GM or his or her designee. The SFVHS shall provide the RAP with detailed information and specifications for review and approval by the RAP, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by the RAP. All project associated costs shall be paid at the sole expense of the SFVHS, unless other arrangements are agreed to in advance, and in writing between PARTIES.

13. CAPITAL IMPROVEMENT PROJECT PROPOSAL

When proposing a project involving any alterations, additional improvements, and/or replacements to the ADOBE, the SFVHS shall adhere to the following guidelines and instructions for submitting a proposed project for RAP's consideration:

Operating Agreement
San Fernando Valley Historical Society
Andres Pico Adobe

- a. Submit a project proposal for RAP review and, if necessary, consideration for conceptual approval by the BOARD. The proposal should include but not be limited to, project objectives, conceptual drawings, written description of the project's scope of work, general project details and requirements, and estimated preliminary budget and funding source.
- b. Should the project be conceptually approved by the BOARD, the SFVHS will be authorized to perform any required preliminary work or site assessments, either through a Right of Entry (ROE) permit if required, or the RAP's written authority and/or this AGREEMENT, whichever applicable pursuant to RAP determination.
- c. Depending on the scope of work and magnitude of the proposed project, the SFVHS may assess an administrative fee to be determined by RAP, for project review and all services provided by RAP staff. Such fee shall be paid to the "City of Los Angeles" and shall have been paid in full prior to CITY's conceptual approval of the proposed project.
- d. If necessary, and pursuant to the recommendation of the City Attorney, a development agreement shall be prepared to set forth the terms and conditions under which the proposed project shall be implemented, depending on the scope of work and project magnitude.
- e. When prepared, the SFVHS shall submit fifty percent (50%) and ninety percent (90%) complete design drawings for RAP review and approval. Upon the RAP's approval, all design and architectural work shall be completed by a California licensed architect and/engineer.
- f. PARTIES shall submit a proposed development agreement and final plans and specifications, respectively, to the BOARD for its consideration and final project approval.
- g. The SFVHS shall obtain, at its own cost and expense, all necessary and/or required City, County, State, and/or Federal permits, approvals, licenses, and/or authorizations for project implementation, including but not limited to environmental clearances in compliance with the California Environmental Quality Act (CEQA).
- h. The SFVHS shall submit approved plans and specifications for final approval to:

City of Los Angeles Department of Recreation and Parks
Partnership Division (MS 628-9)
3900 W. Chevy Chase Drive

Los Angeles, California 90039

- i. Upon receipt of final approval, the SFVHS shall commence construction in coordination with RAP staff.

14. INSURANCE

Before occupying the ADOBE under this AGREEMENT, and annually during its TERM, the SFVHS shall furnish the RAP with evidence of insurance from firms reasonably acceptable to the RAP and approved to do such business in the State of California. Such insurance shall include the types and minimum limits set forth in Insurance Requirements Sheet (Form 146R – Rev. 03/09), attached hereto and incorporated herein by reference as Exhibit-E. The SFVHS and/or any third party providing work or services under this AGREEMENT at the PROPERTY 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 coverage, as applicable. The SFVHS will see that like insurance will be maintained by any such third party. Evidence of required coverage shall be provided to the Office of the City Administrative Officer (CAO), Risk Management (Risk Manager), in accordance with the Instructions and Information for Complying with City Insurance Requirements, attached hereto and incorporated herein by reference as Exhibit-F. The SFVHS shall maintain "all risk" insurance to protect PARTIES "as loss payees as their interests may appear" against loss or damage to the improvements at, on, or within the ADOBE, including but not limited to perils such as fire, vandalism and malicious mischief.

If assistance is needed, and the SFVHS's insurance firm is unable to directly and independently use the CITY's Track4LA system to properly register the SFVHS's proof of insurance, the SFVHS may email an explanation along with a copy of the upcoming Certificate of Insurance to CAO.insurance.bonds@lacity.org annually prior to the yearly expiration date.

- a. The SFVHS shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. The 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 the SFVHS sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to the SFVHS.
- b. If any of the required insurance contains aggregate limits or applies to other operations of the SFVHS outside of this AGREEMENT, the SFVHS shall provide the CITY with written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in the SFVHS's best

judgment may diminish the protection such insurance affords the CITY within thirty (30) calendar days of the knowledge of same. The SFVHS 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 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 the CITY's interest, the SFVHS will provide the CITY at least thirty (30) calendar days prior written notice (ten (10) calendar days for nonpayment of premium) 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 the CITY may specify by written notice to the SFVHS.
- d. The SFVHS's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which the CITY may immediately terminate the AGREEMENT.
- e. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by the Risk Manager upon review of evidence of the SFVHS's financial capacity. Additionally, such programs or retention must provide the Risk Manager with an equivalent protection from liability.

15. INDEMNIFICATION

Except for the active negligence or willful misconduct of the CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, the SFVHS undertakes and agrees to defend, indemnify and hold harmless the CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including the SFVHS'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this AGREEMENT by the SFVHS or its subcontractors of any tier. Rights and remedies available to the City under this provision are cumulative of those provided for elsewhere in this AGREEMENT and those allowed under the laws of the United States, the State of California, and the

CITY. The provisions of this Section shall survive expiration or termination of this AGREEMENT.

16. CASUALTY AND CONDEMNATION

The SFVHS shall be excused from its obligations under this AGREEMENT with respect to the operation, maintenance and repair of any portion of the PROPERTY or any improvement thereon damaged by casualty or taken by condemnation, until any such portion or improvement is restored to the SFVHS's use. CITY shall not be obligated to restore the PROPERTY damaged by casualty in whole or in part. If PROPERTY is taken by condemnation, CITY shall not be obligated to provide the SFVHS a replacement property for the SFVHS's use.

17. HAZARDOUS SUBSTANCES

PARTIES agree that the PROPERTY shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. The SFVHS shall use the PROPERTY, but particularly the ADOBE, in compliance with laws pertaining to hazardous substances. 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 the CITY or the SFVHS to any governmental agency or third party under applicable statute.

18. PUBLICITY

The RAP and the SFVHS agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this AGREEMENT, the use or promotion of the PROPERTY, the acquisition of any real property, or construction of any improvements at the PROPERTY, except as may be legally required by applicable laws, regulations, or judicial order. The RAP and the SFVHS agree to notify each other in writing of any press release, public announcement, marketing or promotion of the PROPERTY. Further, any press release, public announcement, marketing materials, or brochures prepared by either the RAP or the SFVHS, shall appropriately acknowledge the contributions of both the RAP and the SFVHS. To the extent stipulated in any grant agreement, the RAP and the SFVHS 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, the RAP and the SFVHS 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 the RAP and the SFVHS; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either the RAP or the SFVHS, 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.

The SFVHS agrees that any public release or distribution of information related to this AGREEMENT or related project, programs or services, shall include the following statement at the beginning or introduction of such release:

“In collaboration with the City of Los Angeles
Department of Recreation and Parks”

[SPACE PURPOSELY LEFT BLANK]

19. SIGNAGE

No signs or banners of any kind will be displayed on the PROPERTY, unless previously approved in writing by the RAP GM. RAP may require the removal, repair, or refurbishment of any sign previously approved, at the SFVHS's expense. On all signage at the ADOBE and/or the PROPERTY, the SFVHS shall provide the following credit as appropriate and approved by RAP in writing:

“In collaboration with the City of Los Angeles,
Department of Recreation and Parks”

20. FILMING

It is the policy of the CITY to facilitate the use of City-controlled properties as film locations when appropriate. RAP has established a Park Film Office to coordinate use of park property for film production purposes. Any commercial filming or commercial still photography (not for personal use) shall be subject to approval by RAP and the Park Film Office. Filming and photography groups must pay facility use fees to be reported to and shared with RAP according to and more fully described in the RAP Rates and Fees Manual. All fees for use of park property by film production companies shall be established and collected by the Park Film Office in accordance with CITY and RAP policies. The Park Film Office may be reached at (323) 644-6220.

21. BREACH OR DEFAULT BY ORGANIZATION

The following occurrences constitute events of breach or default of this AGREEMENT: the SFVHS 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 operate, maintain and repair the ADOBE as specified herein. The SFVHS's attempt to assign rights or obligations under this AGREEMENT without the CITY's prior written consent shall also constitute an event of breach or default.

22. BREACH OR DEFAULT BY ORGANIZATION – CITY'S REMEDIES

Upon the occurrence of one or more events of breach or default by the SFVHS, the CITY may, at its election and without waiving any right to select any other remedy provided in this Section 22 or elsewhere in this AGREEMENT, initiate any of the following:

- a. **Notice to Cure Breach or Default:** The CITY may issue a written notice of breach or default to the SFVHS, and if the SFVHS does not cure said breach or default within thirty (30) calendar days of receipt of said notice, the CITY may, by delivering a second written notice to the SFVHS, terminate this AGREEMENT without further delay, whereupon the SFVHS shall vacate the PROPERTY 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:** The CITY at its sole discretion and under 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 the SFVHS, perform or cause to be performed any of the SFVHS's unperformed obligations under this AGREEMENT. The CITY may enter the PROPERTY and remain there for the purpose of correcting or remedying the continuing breach or default. Such action by the CITY shall not be deemed to waive or release said breach or any default or the CITY's right to take further, preventative action.

23. NOTICES

Any notice, request for consent, or statement ("Notice"), that the CITY or the SFVHS 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 the CITY or the SFVHS may designate a different address for any Notice by written

statement to the other in accordance with the provisions of this Section 23. A Notice 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 to the CITY shall be addressed as follows:

City of Los Angeles Department of Recreation and Parks
Partnership Division (MS 628-9)
3900 W. Chevy Chase Drive
Los Angeles, California 90039

Telephone: (818) 243-6488; Fax: (818) 243-6447

All Notices to the SFVHS shall be addressed as follows:

Mr. Ron Van Deest, President
San Fernando Valley Historical Society
P.O. Box 7039
Mission Hills, CA 91346

Telephone: (818) 360-8959; Email: RNSVANDEEST@msn.com

24. RAP REPRESENTATIVE

Mr. Joel Alvarez, Senior Management Analyst II, Partnership Division, or his successor or designee, is the RAP Representative for this AGREEMENT. The RAP Representative shall coordinate on-site activities as necessary for the PROPERTY, conduct periodic inspections and ANNUAL PERFORMANCE REVIEWS, and serve as the RAP liaison to the SFVHS.

Mr. Alvarez may be contacted by phone at (818) 243-6488, or through email at joel.alvarez@lacity.org.

25. REPRESENTATIONS AND WARRANTIES

The CITY and the SFVHS 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 the CITY and the SFVHS, enforceable in accordance with its terms and conditions.

26. 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.

27. NO JOINT VENTURE

Nothing herein contained shall be construed to place the parties to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business the SFVHS or agency relationship. The SFVHS shall have no power to obligate or bind the CITY in any manner whatsoever. Further, under no circumstances will the SFVHS 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 the SFVHS the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

28. APPROVAL OF SUB-LEASES OR SUB-AGREEMENTS

With the exception of standard third party facility use permits, more fully described in the Andres Pico Adobe Museum Schedule of Facility Use Rates and Fees page included in Exhibit-C, any other operation, services, or activity conducted on the PROPERTY on behalf of the SFVHS by a third party shall be subject to prior written approval by the RAP GM or his or her designee. In addition, any sub-lease or sub-agreement affecting the PROPERTY shall be submitted to RAP for review and consideration no fewer than sixty (60) calendar days before the date the SFVHS proposes to implement the sub-lease or sub-agreement. No sub-lease or sub-agreement shall take effect unless approved by the RAP GM or his or her designee. The SFVHS shall require all individuals and organizations providing programs or services within the PROPERTY to agree in writing to abide by all conditions set forth in this AGREEMENT.

29. SAFETY PRACTICES

The SFVHS shall correct violations of safety practices immediately and shall cooperate fully with the CITY in the investigation of accidents or deaths occurring at the ADOBE. In the event of injury or death, the SFVHS shall ensure that the injured person receives prompt medical attention as soon as possible thereafter. In the event of death, the SFVHS must notify park full time staff at the Valley Region Office (818) 756-8060 and at the Partnership Division (818) 243-6488 as soon as possible in order to comply with OSHA and RAP policies. The SFVHS shall keep internal documentation of the incident and provide RAP with such information upon request.

If after reasonable notice, the SFVHS fails to correct hazardous conditions which have led or, in the reasonable opinion of the CITY, could lead to injury or death,

the CITY may, at its option, and in addition to all other remedies (including termination of this AGREEMENT) which may be available to it, take the necessary action to remedy that condition and recover the cost thereof, including administrative overhead, to be paid by the SFVHS to the CITY.

30. CONSTITUTIONAL AND OTHER LIMITS ON ORGANIZATION'S RIGHTS TO EXCLUSIVITY

Notwithstanding exclusivity granted to SFVHS by the terms of this AGREEMENT, the CITY in its discretion may require SFVHS, without any reduction in cost recovery reimbursement fees or other valuable consideration to SFVHS, to accommodate the rights of persons to access and engage in expressive activities, as guaranteed by the first amendment to the United States constitution, the California constitution, and other laws, as these laws are interpreted by the CITY. Expressive activities include, but are not limited to, protesting, picketing, proselytizing, soliciting, begging, and vending of certain expressive, message-bearing items.

31. TAXES AND POSSESSORY INTEREST

The SFVHS shall pay all taxes of whatever character that may be levied or charged upon the rights of the SFVHS to use the PROPERTY, or upon the SFVHS's improvements, fixtures, equipment, or other property thereon or upon the SFVHS'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. The SFVHS, 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.

32. RATIFICATION

At the request of RAP, and because of the need therefore, the SFVHS began performance of the responsibilities herein required prior to the execution hereof. By its execution hereof, RAP hereby accepts such service subject to all the terms, covenants, and condition of this AGREEMENT, and ratifies its AGREEMENT with the SFVHS for such services.

33. ORDINANCES AND STANDARD PROVISIONS

The "Standard Provisions for City Contracts (Rev. 3/09)" are incorporated herein by reference and attached hereto as Exhibit-G. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 3/09)" and this AGREEMENT, the language of this AGREEMENT shall prevail. The SFVHS

and CONTRACTOR have the same meaning for purposes of the "Standard Provisions for City Contracts (Re. 3/09)." In addition, the SFVHS will provide documentation of compliance with all required Ordinance Provisions as determined by the CITY.

34. INCORPORATION OF DOCUMENTS

The following Exhibits are incorporated by reference:

- Exhibit-A: Property Site Map
- Exhibit-B: The Andres Pico Adobe Program Description
- Exhibit-C: The Andres Pico Adobe Museum Schedule of Facility Use Rates and Fees
- Exhibit-D: Sample Performance Evaluation Form
- Exhibit-E: Insurance Requirements
- Exhibit-F: Instructions and Information on complying with City Insurance Requirements (Rev. 10/09)
- Exhibit-G: Standard Provisions for City Contracts (Rev. 3/09)

In the event of any inconsistency between any of the provisions of this AGREEMENT and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This AGREEMENT exclusive of attachments; 2) Exhibit-A; 3) Exhibit-C; 4) Exhibit-B; 5) Exhibit-E; 6) Exhibit-F; 7) Exhibit-G; 8) Exhibit-D

[SIGNATURE PAGE FOLLOWS]

Operating Agreement
San Fernando Valley Historical Society
Andres Pico Adobe

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

SAN FERNANDO VALLEY HISTORICAL SOCIETY, a California 501(c)(3) non-profit corporation

By: 
President

By: 

By: 
Secretary

Title: PRESIDENT

Date: JUNE 1, 2016

By: 

Title: RECORDING SECRETARY

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

Date: 5-3-16

By: 
Deputy City Attorney

Date: June 3, 2016

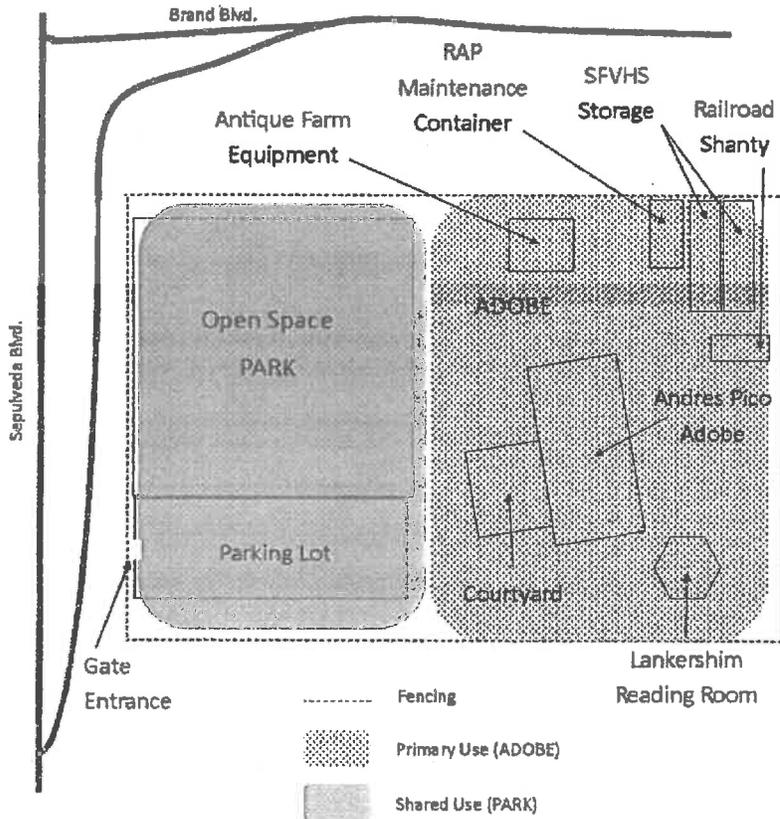
Exhibit-A

Property Site Map



Andres Pico Adobe
 10940 Sepulveda Boulevard
 Los Angeles, CA 91345

Located on the SE corner
 of Sepulveda Boulevard
 and Brand Boulevard



With this AGREEMENT, the SFVHS maintains and operates the ADOBE area; RAP maintains the open space of PARK area and the parking lot, but both PARTIES share use of these areas as designated on the diagram to the left. There is no fencing to separate the two areas; there is only perimeter fencing that either closes or opens the entire area to the public. The only public access point is the rolling gate at the parking lot driveway.

Exhibit-B

Andres Pico Adobe Program Description

The Andres Pico Adobe is a small but significant historical building located in the Andres Pico Adobe Park at 10940 Sepulveda Boulevard, Mission Hills, CA 91345. This property is owned by the City of Los Angeles and under management and control of the Department of Recreation and Parks. Established in 1834, the Adobe is the second oldest adobe home in the City of Los Angeles, and was named Los Angeles Cultural-Historic Monument #7 in 1962. The Adobe is also listed in the National Register of Historic Places (1966), and was designated California State Landmark #362 as "Romulo Pico Adobe/Ranchito Romulo" in 1936.

It is more commonly known as the Andres Pico Adobe, after a Californian who became a successful cattle rancher, served as a Mexican lancer commander in the military during the Mexican-American War, was elected to the State Assembly and Senate after California became a state, and was commissioned as a Brigadier General in the California militia. Andres Pico is also widely known as: the younger brother of Pio Pico, the last Governor of Mexico-ruled Alta California; co-owner of half of the San Fernando Valley (1853-1869); and signer of the capitulation at Cahuenga (1847) that led to the Treaty of Guadalupe Hidalgo (1848). This treaty resulted in territorial gains for the United States and the fulfillment of its "sea to shining sea" Manifest Destiny.

The San Fernando Valley Historical Society began its longtime affiliation with the Adobe in 1965 when it launched a public fundraising effort to save the Adobe from being demolished. The City of Los Angeles eventually purchased the property in 1968 and authorized the San Fernando Valley Historical Society to operate and maintain the vacant building for the purpose of operating a local history museum called the Valley Heritage Center beginning in 1969. The park area remains under the management and control of the City of Los Angeles, Department of Recreation and Parks.

As proud caretakers of the Adobe for the past 50 years, the all-volunteer SFVHS has welcomed thousands of visitors annually for free tours of the important historical and cultural artifacts related to Early California heritage, the native gardens, the museum exhibits, and have offered free public events such as "Ranchito Days," and Las Posadas." The Society has further enhanced the historical significance of the ADOBE by rescuing and restoring the Lankershim Reading Room (Los Angeles Cultural-Historic Monument #978, 2010) and a historical Railroad Shanty.

The SFVHS continues to uphold its mission to preserve the unique historical significance of the Andres Pico Adobe through educational programs, advocacy, exhibition, and promotion. The San Fernando Valley Historical Society's vision is to use history's lessons to better the future of our children and the community. The SFVHS has a Board of Directors that meets each month to further the SFVHS's goals of protecting and preserving the historic ADOBE while also broadening public knowledge about the San Fernando Valley's history.

Exhibit-C

The Andres Pico Adobe Museum Schedule of Facility Use Rates and Fees

(/16)

FACILITY USE FEES

Ten percent (10%) of fees are to be paid to the Department of Recreation and Parks (RAP) General Fund Account (RAP). Ninty percent (90%) to be retained by the San Fernando Valley Historical Society (SFVHS) to be used to support the facility and grounds.

Special Events

Includes Weddings, Meetings, Social Events, Filming, Production Services and Craft Services (Outdoor Maximum capacity three hundred {300}). Does not include activity within the Adobe building except escorted tours.

	<u>1 - 3 Hours</u>	<u>4 - 6 hours</u>	<u>Each Additional Hour</u>
Non-Prime Time (Monday-Thursday)	\$250.00	\$500.00	\$50.00
Prime Time (Friday, Saturday, Sunday, and Holidays)	\$450.00	\$800.00	\$75.00
<u>Main Exhibit Room & Lankershim Reading Room</u>		<u>1 - 4 hours</u>	<u>Each Additional Hour</u>
<i>(Indoor Maximum capacity thirty-five {35})</i>		\$200.00	\$50.00

Space only available for still photography and/or on a case by case basis to ensure the preservation of the facility's contents, including historic artifacts and furniture on display.

Commercial Still Photography, per hour \$50.00

These types of requests must contact the Park Film Office at (323) 644-6220 to obtain a permit.

Operating Agreement
San Fernando Valley Historical Society
Andres Pico Adobe

Group Picnics \$450.00

Only the grassy area and adjacent parking lot are to be used from 9:00 a.m. to 6:00 p.m.
(Maximum attendance one hundred fifty {150})

Please Note: Pony rides and water features are not permitted and only Moonbounces, including inflatable slides, from RAP's approved list are permitted. Petting zoos, if rental company insurance is submitted and approved in Track4LA system, are permitted if approved in writing in advance by SFVHS.

Reservation Deposit	Special Events:	Fifty percent (50%) of total fees
---------------------	-----------------	--------------------------------------

	Group Picnics:	\$100.00
--	----------------	----------

Refundable (Security) Deposit		\$100.00
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Catering Trucks	<u>1st 2 hours</u>	<u>Each add'l hour</u>
	\$40.00 per Truck	\$20.00 per Truck

ADDITIONAL STAFF NEEDS

At the discretion of the Regional Superintendent or equivalent level manager, some events or activities may require additional maintenance, security, traffic control, and/or event monitor staffing due to size, location, scope of activities or other factors. This may include requirements for hiring one or more Security Officers for time before, during, and after an event.

Monitor/Staff Fees	\$22.00 per hour (if applicable)
--------------------	----------------------------------

(100% to Organization providing the staff - either SFVHS or RAP)

VENDOR FEE

Table/2 chairs/10'x10'
equivalent activity area

Public Agency/Society (no sales of any kind)	No fee
Non-Profit Organizations (may have sales)	\$ 50.00
For-Profit Organizations / Individuals (may have sales)	\$100.00
Commercial (purpose is display of company logo/ product/name) - commercial sales may be conducted.	\$200.00

CANCELLATION FEES

Special Events

Cancellation prior to sixty (60) days of event	Fifty percent (50%) of refundable deposit
Cancellation within sixty (60) days of event	Fifty percent (50%) of all fees
Postponement prior to sixty (60) days of event	Fifty percent (50%) of refundable deposit

Group Picnics

Cancellation within thirty (30) days of the event	One hundred percent (100%) of the \$100 deposit
Cancellation prior to thirty (30) days of the event	0% of deposit; \$100 deposit refunded in full

PAYMENT OF FEES

Special Events: The total amount of all rental fees and deposits due shall be paid in full at least sixty (60) days prior to the scheduled date of use, otherwise the reservation may be canceled and cancellation fees may apply.

Group Picnics: The total amount of all rental fees and deposits due shall be paid in full at least thirty (30) days prior to the scheduled date of use, otherwise the reservation may be canceled and cancellation fees may apply.

PROHIBITED SPECIAL USE EVENTS

Subletting or assignments of Special Uses are not permitted.

MEMBER ONLY EVENTS

Events sponsored or co-sponsored by SFVHS require permits to be obtained and if beyond the allotted four (4) approved fundraising events per year, ten percent (10%) of the fees that would be assessed under the Special Events fee schedule shall be paid to RAP.

DEPARTMENT USE

Requests for use of this facility for no use fees or charges except for reimbursement of staff and other direct costs must be approved by the General Manager or an appointed designee. Saturday, Sunday, or Holiday use is not allowed. The facility use form shall be signed by an Assistant General Manager. Staff fees apply with a four (4)-hour minimum for Department Use. See rates established in General Information section of schedule of rates and fees. A fund and account must be identified for transfer of reimbursement or a D-Time Work Order provided.

OTHER INFORMATION

This Historic Building has many restrictions relating to alterations, decorations, and other improvements. Insurance may be required.

1. Facility Use Applications for the Andres Pico Adobe can be accepted up to one (1) year to the month of reservation.
2. Applicants must be twenty-one (21) years of age or older and submit applications in person at the Andres Pico Adobe.
3. Deposit will be kept if any part of the permit has not been met by the applicant, their guests, or contracted vendors. This includes any damage by the applicant, their guests, and/or contracted vendors. If all the requirements of the permit have been met, the deposit will be refunded four to six (4-6) weeks after the event. Deposit will be refunded only in the permit holder's name and cannot be changed.

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4. Use of the facility before and after the event for activities including food handling, decorating, set-up, deliveries, extra clean-up, pick-up, etc. must be included in time frame in which the facility is being rented.
5. All fees must be paid in cash, check, or money order.
6. No structure may be erected or assembled on the premises, nor may any electrical, mechanical or other equipment be brought thereon for use in an event, unless approved in writing in advance bySFVHS.
7. No decorations may be fastened to any part of the building or shrubbery. The use of glitter, confetti, rice, and/or bird seed is prohibited. No staples, pins or nails may be used on any part of the building or equipment. No balloons may be released on the facility. Any decoration, special effects of lighting planned in connection with the event must be reviewed and approved in writing in advance.

The facility, gardens, grounds, and equipment are to be left at the conclusion of the event in the same order, condition, and degree of cleanliness as existed at the beginning of the rental.

Exhibit-D

Sample Performance Evaluation Form



City of Los Angeles Department of Recreation and Parks
 PARTNERSHIP DIVISION

CONSOLIDATED PERFORMANCE REVIEW

PARTNER ORGANIZATION	
PROJECT/PROGRAM TITLE	ONE-TIME or ROE <input type="checkbox"/> ANNUAL <input type="checkbox"/>
DEPARTMENT FACILITY(IES)	
PERIOD COVERED	DATE OF INSPECTION

	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
PROGRAM	<input type="checkbox"/>				
Partnership enhances recreational opportunities (no duplication)					
Participants enjoying/engaged in program based on inspection or oral/written feedback					
Participation appears to include reasonable proportion from the local community and inclusion of special needs participants					
Instructors are specialized, licensed, experienced, and have an appropriate level of education; they are professional, polite, and prepared					
Participants show progress (if applicable)					
FINANCIAL	<input type="checkbox"/>				
Cost of the program is free, low cost, or relatively similar to programs in same community and consistent with agreement					
Partner's annual budget is provided and is sufficiently funded for commitment					
Partner pays on-time and according to requirements					
OUTREACH	<input type="checkbox"/>				
Number of participants reaches or exceeds target					
Recruits new participants					
Provides demographic information and analysis and/or surveys of participants					
Marketing material includes "In collaboration with the City of Los Angeles, Department of Recreation & Parks" and Department logo					
Partner web site links to the RAP web site					
Department approves marketing material					

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CONSOLIDATED PERFORMANCE REVIEW – PAGE 2

ORGANIZATION
TITLE
PERIOD COVERED

	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
SAFETY	<input type="checkbox"/>				
Employees and volunteers of partnership programs are fingerprinted and written verification is provided					
Provides liability insurance that includes the City of Los Angeles, Department of Recreation and Parks as determined by City Risk Manager (check website)					
Adequate program staff to provide proper supervision and safety					
All equipment and instructional supplies adhere to Department safety specifications and requirements					
Maintains designated areas in clean and orderly condition					
	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
ORGANIZATION	<input type="checkbox"/>				
The value of the partnership is provided and partner is meeting program requirements					
Maintains good communication and a professional relationship with the Department					
Compliance with the terms of the agreement including proof of non-profit status (if applicable – check websites)					
Provides required written reports including Annual Report					
Sub-leasing is not occurring					
Department has control over property usage during non-designated times (if applicable)					
Compliance Resolutions completed satisfactorily (if any)					
Public Complaints resolved (if any)					
Capital improvement projects are in conformance with City Standards and in coordination with the Department and Bureau of Engineering (if applicable)					
OVERALL EVALUATION	<input type="checkbox"/>				

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 San Fernando Valley Historical Society
 Andres Pico Adobe



CONSOLIDATED PERFORMANCE REVIEW – PAGE 3

ORGANIZATION
TITLE
PERIOD COVERED

<p><u>ADDITIONAL COMMENTS / RESULTS / RECOMMENDATIONS</u> <i>Include RAP Staff feedback and participant comments</i></p>
--

NAME AND TITLE OF EVALUATOR	
SIGNATURE OF EVALUATOR	DATE
NAME AND TITLE OF EVALUATION REVIEWER	
SIGNATURE OF REVIEWER	DATE

<p>ATTACHMENTS <input type="checkbox"/> Compliance Resolution Forms <input type="checkbox"/> Public Comments <input type="checkbox"/> Flyers and PR Materials <input type="checkbox"/> Photos <input type="checkbox"/> Program Forms <input type="checkbox"/> Annual Report <input type="checkbox"/> Budget <input type="checkbox"/> Inspection(s) <input type="checkbox"/> Compliance Check <input type="checkbox"/> Legal/Insurance Status <input type="checkbox"/> Other _____</p>
--

Rev February 2012

EXHIBIT-E

Form Gen. 146 (Rev. 3/09)

Required Insurance and Minimum Limits

Name: San Fernando Valley Historical Society Date: 05/06/2015

Agreement/Reference: Operation and Maintenance of the Andres Pico Adobe

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
<input checked="" type="checkbox"/> Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL <u>\$1,000,000</u>
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	
<input checked="" type="checkbox"/> General Liability	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Sexual Misconduct <input checked="" type="checkbox"/> Fire Legal Liability <u>1,000,000</u> <input type="checkbox"/> Liquor Liability	
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	<u>\$1,000,000</u>
<input type="checkbox"/> Professional Liability (Errors and Omissions)	
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	
<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Flood <input type="checkbox"/> Builder's Risk <input type="checkbox"/> Earthquake	
<input type="checkbox"/> Pollution Liability	
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds	<u>100% of the contract price</u>
<input type="checkbox"/> Crime Insurance	

Other: If contractor has no employees and decides not to cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Worker's Compensation Insurance Requirement" located at <http://lacity.org/caofrisk/InsuranceForms.htm>

EXHIBIT-F

Form Gen. 133 (Rev. 05/12)

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 must 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 preferred method of submitting your documents. **Track4LA™** 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 primarily 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 – the CITY is a licensed redistributor of ACORD forms. **Track4LA™** 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 **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California, may be accepted, however ***submissions other than through Track4LA™ will significantly delay the insurance approval process as documents will have to be manually processed.*** All Certificates must provide a thirty (30) days' cancellation notice provision (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. Completed **Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to CAO.insurance.bonds@lacity.org.

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 **Track4LA™**, the CITY's online insurance compliance system, at <http://track4la.lacity.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 **Track4LA™** at <http://track4la.lacity.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 Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information

Operating Agreement
San Fernando Valley Historical Society
Andres Pico Adobe

EXHIBIT-G

Standard Provisions for City Contracts

(All agreement provisions supersede standard provisions.)

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. CONSTRUCTION OF PROVISIONS AND TITLES HEREIN

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. NUMBER OF ORIGINALS

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

PSC-4. TIME OF EFFECTIVENESS

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR** hereto;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-5. INTEGRATED CONTRACT

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in paragraph PSC-6 hereof.

PSC-6. AMENDMENT

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

PSC-7. EXCUSABLE DELAYS

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

PSC-8. BREACH

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

PSC-9. WAIVER

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-10. TERMINATION

A. TERMINATION FOR CONVENIENCE

The **CITY** may terminate this Contract for the **CITY'S** convenience at any time by giving **CONTRACTOR** thirty days written notice thereof. Upon receipt of said notice, **CONTRACTOR** shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to affect such termination. Thereafter, **CONTRACTOR** shall have no further claims against the **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon the date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

B. TERMINATION FOR BREACH OF CONTRACT

1. Except for excusable delays as provided in PSC-7, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the **CITY** may give **CONTRACTOR** written notice of such default. If **CONTRACTOR** does not cure such default or provide a plan to cure such default which is acceptable to the **CITY** within the time permitted by the **CITY**, then the **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then the **CITY** may immediately terminate this Contract.
3. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates the

CITY'S lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-10(A) Termination for Convenience.
7. The rights and remedies of the **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 Contract.

PSC-11. INDEPENDENT CONTRACTOR

CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the **CITY**.

PSC-12. CONTRACTOR'S PERSONNEL

Unless otherwise provided or approved by the **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. The **CITY** shall have the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** agrees to remove personnel from performing work under this Contract if requested to do so by the **CITY**.

CONTRACTOR shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of

this Contract. The **CITY** has the right to approve **CONTRACTOR'S** subcontractors, and the **CITY** reserves the right to request replacement of subcontractors. The **CITY** does not have any obligation to pay **CONTRACTOR'S** subcontractors, and nothing herein creates any privity between the **CITY** and the subcontractors.

PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

CONTRACTOR may not, unless it has first obtained the written permission of the **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-14. PERMITS

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance hereunder and shall pay any fees required therefor. **CONTRACTOR** certifies to immediately notify the **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

PSC-15. CLAIMS FOR LABOR AND MATERIALS

CONTRACTOR shall promptly pay when due all amounts payable for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), against **CONTRACTOR'S** rights to payments hereunder, or against the **CITY**, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED

If applicable, **CONTRACTOR** represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, **CONTRACTOR** shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

PSC- 17. RETENTION OF RECORDS, AUDIT AND REPORTS

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form, in accordance with

requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this Contract or within the three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

PSC-18. FALSE CLAIMS ACT

CONTRACTOR acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the **CITY** under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

PSC-19. BONDS

All bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

PSC-20. INDEMNIFICATION

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION

CONTRACTOR, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information right (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by CONTRACTOR, or its subcontractors of any tier, in performing the work under this Contract; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by CONTRACTOR, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-21 shall survive expiration or termination of this Contract.

PSC-22. INTELLECTUAL PROPERTY WARRANTY

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information.

PSC-23. OWNERSHIP AND LICENSE

Unless otherwise provided for herein, all Work Products originated and prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the **CITY** for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas matters and combinations thereof, and all forms of intellectual property. **CONTRACTOR** hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by **CONTRACTOR** under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.

For all Work Products delivered to the **CITY** that are not originated or prepared by **CONTRACTOR** or its subcontractors of any tier under this Contract, **CONTRACTOR** hereby grants a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-24. INSURANCE

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-25. DISCOUNT TERMS

CONTRACTOR agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

PSC-26. WARRANTY AND RESPONSIBILITY OF CONTRACTOR

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-27. NON-DISCRIMINATION

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

PSC-28. EQUAL EMPLOYMENT PRACTICES

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
 - 1. Hiring practices;
 - 2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 - 3. Training and promotional opportunities; and
 - 4. Reasonable accommodations for persons with disabilities.

- L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

PSC-29. AFFIRMATIVE ACTION PROGRAM

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.

- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

(\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a **CITY** contract.

- H. Notwithstanding any other provisions of a **CITY** contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in **CITY** contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the **CITY**. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
 - 1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
 - 2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the **CITY** with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the **CITY** and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the **CITY**.

PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

CONTRACTOR certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
 2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
 3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
 4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

PSC- 32. AMERICANS WITH DISABILITIES ACT

CONTRACTOR hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM

CONTRACTOR agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

PSC-35. EQUAL BENEFITS ORDINANCE

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

CONTRACTOR shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

“During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles’ Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922.”

PSC 36. SLAVERY DISCLOSURE ORDINANCE

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Exhibit 1 (Continued) 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. Amount 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 – Workers' Compensation (WC) and Employer's Liability (EL)		WC <u>Statutory</u> EL _____
<input type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	
<hr/>		
General Liability		
<input type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct _____	
<input type="checkbox"/> Fire Legal Liability _____		
<input type="checkbox"/> _____		
<hr/>		
Automobile Liability (for any and all vehicles used for this Contract, other than commuting to/from work)		_____
<hr/>		
Professional Liability (Errors and Omissions)		_____
<hr/>		
Property Insurance (to cover replacement cost of building – as determined by insurance company)		_____
<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery	
<input type="checkbox"/> Flood _____	<input type="checkbox"/> Builder's Risk	
<input type="checkbox"/> Earthquake _____	<input type="checkbox"/> _____	
<hr/>		
Pollution Liability		_____
<input type="checkbox"/> _____		
<hr/>		
Surety Bonds – Performance and Payment (Labor and Materials) Bonds		100 % of Contract Price
Crime Insurance		_____
<hr/>		

Other: _____

