

APPROVED
MAY 07 2020

BOARD OF RECREATION
AND PARK COMMISSIONERS

BOARD REPORT

NO. 20-060

DATE May 7, 2020

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: RECREATION SERVICES BRANCH – AGREEMENT WITH THE UNITED STATES TENNIS ASSOCIATION FOR STAFF TRAINING AND PROMOTION OF YOUTH TENNIS AT VARIOUS RECREATIONAL FACILITIES FOR THE UNIVERSAL PLAY AND OTHER TENNIS PROGRAMS

AP Diaz	_____	S. Piña-Cortez	_____
H. Fujita	_____	C. Santo Domingo	_____
V. Israel	_____	*N. Williams	<u>now</u>



 General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve a proposed five (5) year agreement between the Department of Recreation and Parks (RAP) and United States Tennis Association (USTA), a 501(c)(4) non-profit organization, for instructional training of RAP staff and promotion of youth tennis programs at various recreational facilities for RAP's Universal Play Tennis Programs and other existing and potential RAP operated tennis programs (Agreement), attached hereto as Attachment 1, and subject to appropriate approvals;
2. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the Agreement to the City Attorney for review and approval as to form; and,
3. Authorize the Board President and Secretary to execute the Agreement upon receipt of the necessary approvals.

SUMMARY

USTA has approached RAP with an offer to continue its long-standing and successful collaboration in providing the youth of Los Angeles with quality tennis programming at multiple recreational facilities operated by RAP. However, unlike previous tennis programming under prior agreements between RAP and USTA, funded by USTA and tennis instruction provided directly to the public by USTA's Southern California Section (SCTA) at RAP tennis facilities, this current, proposed arrangement consists of USTA providing RAP staff with professional instructional tennis training in connection with RAP's Universal Play Tennis programs and other existing and potential RAP operated tennis programs (RAP Tennis Programs) at no cost to RAP so staff's existing capabilities can be enhanced, providing staff with the capacity to provide higher-quality tennis instruction directly to the public in the future. The scope of the proposed Agreement also includes marketing and promotional components geared toward the promotion of the sport of tennis and

BOARD REPORT

PG. 2 NO. 20-060

RAP's youth tennis programs.

USTA and its Southern California Section, SCTA, have had a collaborative working relationship with RAP with a goal towards promoting the sport of tennis and increasing youth participation in the sport. On May 13, 2013, the Board approved Agreement No. 3475 between the City of Los Angeles and SCTA (Report No. 13-140, referred to as "SCTA Agreement") for a three-year term. The primary intent of the SCTA Agreement was for SCTA to provide instructional youth tennis programs at various RAP facilities, through SCTA instructors working directly with the public, and RAP staff performing support functions. The SCTA Agreement was executed on October 2, 2013, with the commencement date effective as of July 1, 2013. The term of the SCTA Agreement was subsequently extended an additional three (3) years, which expired on June 30, 2019. Through this very successful collaboration, approximately 4,500 youth in the Los Angeles area were served by the program at 24 tennis sites.

USTA has funded and administered a National Junior Tennis and Learning Program for over 30 years, with more than 155,000 youth participating in the program. Through its collaborative working relationship with USTA and SCTA, RAP has been able to offer high quality tennis programs at various recreation centers to participating youth from under-served communities at a reduced cost. RAP's relationship with USTA has worked to benefit the youth of Los Angeles and promote the sport of tennis, which has lost popularity over the years in urban areas.

Due to certain changes within USTA, the previous programming offered directly to the public through the prior SCTA Agreement will no longer be provided by USTA or SCTA instructors. Instead, USTA has communicated that it wishes to continue its collaboration with RAP and the City of Los Angeles through a new five (5) year agreement intended to support RAP through instructional tennis training of RAP staff, so that RAP can continue to provide the youth of Los Angeles with quality tennis programming through RAP's Universal Play and other tennis programs. While USTA will not operate the youth tennis program(s) directly, it will contract with and provide professional tennis coaches and/or its employees to train RAP recreational staff to expand their existing skill-sets and tennis knowledge, enabling them to be better tennis coaches. In addition, USTA will also provide free tennis equipment for participating youth and will promote the RAP-operated youth tennis program(s) through SCTA media outlets and platforms to successfully increase youth interest and participation in tennis.

Based on the past successes of such collaborative efforts with the USTA and SCTA, RAP staff recommends that the Board approves the proposed Agreement with USTA, to provide an opportunity for local youth who seek to learn a new sport or expand their existing tennis skills to do so through RAP Tennis Programs at very low cost to the participants.

FISCAL IMPACT

The proposed Agreement will have no adverse impact on RAP's General Fund, as all services and equipment to be provided by USTA shall be done so at no cost to RAP, and being that RAP's Universal Play Tennis and other tennis programs are existing programs with existing budgets.

BOARD REPORT

PG. 3 NO. 20-060

STRATEGIC PLAN INITIATIVES AND GOALS

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

Goal No. 6: Build financial strength and innovative collaborations to help expand and improve L.A. City parks and programs

Outcome No. 2: Improved management of facilities

Result: Continue providing youth access to tennis programs

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

ATTACHMENT

- 1) Proposed USTA Agreement

**AGREEMENT
BETWEEN CITY OF LOS ANGELES
AND
UNITED STATES TENNIS ASSOCIATION
FOR THE SUPPORT OF
RECREATIONAL JUNIOR TENNIS PROGRAMS
AT
VARIOUS PARK SITES**

This Agreement ("AGREEMENT") is entered into as of _____, 20____, ("COMMENCEMENT DATE") by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners ("CITY"), and the United States Tennis Association, a 501(c)(4) non-profit corporation ("USTA"), acting through its Southern California Section. CITY and USTA may be referred to herein individually as "PARTY" or collectively as "PARTIES".

WHEREAS, CITY, through its Department of Recreation and Parks ("RAP"), operates and maintains certain tennis facilities ("PROPERTIES") located at various park sites throughout the City of Los Angeles, as listed on the Tennis Facility Roster attached hereto and incorporated herein by reference as Exhibit A; and;

WHEREAS, USTA is the national governing body for the sport of tennis and has been developing curriculum, training instructors, and operating youth tennis programs throughout the United States; and,

WHEREAS, USTA, through its Southern California Section, has administered or facilitated these programs in Los Angeles for decades in underserved communities, emphasizing health and wellness, acquiring basic tennis skills, having fun, and learning sportsmanship; and,

WHEREAS, USTA desires, in collaboration with RAP, to support the CITY's youth sports initiatives by providing instructor training, tennis equipment, marketing support and materials, court design and construction expertise, and other resources to the CITY's Universal Play Tennis Programs and other existing and potential tennis programs operated by RAP ("PROGRAM" or "PROGRAMS") at the PROPERTIES; and,

WHEREAS, CITY accepted USTA support in the implementation of the PROGRAMS as specified in this AGREEMENT at its meeting of the Board of Recreation and Park Commissioners ("BOARD") on _____ (Report No. -), contingent upon availability of USTA funding on an annual basis and pursuant to the USTA budgeting process.

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

1. **Use of Properties.** In consideration of the anticipated benefits to the public, CITY grants USTA by this AGREEMENT, temporary, limited non-exclusive use of the PROPERTIES for the purpose of organizing workshops to train RAP staff in tennis instruction, organizing play-days or team challenges for tennis programs operated by RAP, and/or supervising such programming, as described in the PERMITTED USES set forth below in Section 4 of this AGREEMENT. Additional facilities, including but not limited to community school park sites, may be used based on the mutual agreement of the PARTIES.
2. **Term and Termination.** The performance period authorized under this AGREEMENT (“TERM”) shall be a maximum of **five (5)** years, subject to allocation of necessary funding by USTA on an annual basis:
 - a. **Commencement and Expiration.** This AGREEMENT shall take effect on the COMMENCEMENT DATE set forth above and shall end upon the expiration of the TERM.
 - b. **Termination.** In addition to termination for an uncured breach or default as set forth in Section 13 of this Agreement, or if USTA ceases to operate under this AGREEMENT, either CITY or USTA may terminate this AGREEMENT by giving the other sixty (60) calendar days advanced written notice. CITY and USTA reserve the right to terminate this AGREEMENT at their sole discretion for convenience, emergency, or necessity. If CITY or USTA should elect to terminate this AGREEMENT under this Section, USTA agrees to immediately cease all operations and other activity related to the PROGRAM within sixty (60) calendar days of receiving or providing a written notice of termination.
 - 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 USTA’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 USTA’s purposes or function as contained in USTA’s corporate charter or grant of non-profit status (“Stated Purposes”); (iii) a material change in the delivery of services by USTA, as described herein.
3. **Access to PROPERTIES.** USTA and any authorized third-party associated with USTA’s authorized activities at the PROPERTIES, will abide by the terms and conditions expressed in this AGREEMENT, and will cooperate fully with CITY’s employees in the performance of their RAP assigned duties.
4. **Permitted Uses and Responsibilities.** USTA, at its sole cost and expense, shall:
 - a. Where necessary, contract with independent tennis instructors (“INSTRUCTORS”) and/or provide its own staff to provide RAP staff with tennis instructor training. USTA shall provide RAP with a roster of contracted INSTRUCTORS and/or employees prior to such accessing the PROPERTIES to

provide PROGRAM services, and shall periodically update RAP as INSTRUCTORS and/or employees enter or leave the PROGRAM. USTA shall ensure that the INSTRUCTORS and/or employees are appropriately insured in accordance with Section 8 of this AGREEMENT.

- b. Provide tennis equipment, marketing support and materials in connection with the PROGRAMS at the PROPERTIES, which shall be documented accordingly by RAP to reflect USTA's contributions and provide recognition or appreciation pursuant to RAP policy, rules and procedures.
 - c. Have temporary, limited access to particular tennis court(s) at each of the PROPERTIES during specified days and hours as determined by the CITY. Such use shall include the use of respective restrooms/locker rooms and park areas around the tennis courts, for PROGRAM staging, ingress-egress, administration, and operation, subject to prior coordination with and approval by the respective RAP Director-In- Charge ("DIC") of the particular park or recreation center where the PROGRAM is occurring (PROGRAM Site").
 - d. Provide the CITY with design and construction expertise, as well as financial resources to make capital improvements to the PROPERTIES.
 - e. Provide RAP recreation staff with the tennis training and development necessary to instruct youth participants in youth and junior tennis programs.
 - f. Provide marketing, outreach and promotional efforts for RAP's youth and junior tennis programs at the PROPERTIES.
5. **Days and Periods of Use.** USTA shall be entitled to use the PROPERTIES to provide, through contracted tennis instructors and/or employees, quality tennis instruction for RAP staff and/or community participants in coordination with RAP staff during days and hours identified by RAP.
 6. **Parking.** During the TERM of this Agreement, USTA and its guests, contractors, and/or vendors, whether or not involved in USTA activities at the PROPERTIES, shall have the non-exclusive right without charge, to park vehicles within any available parking spaces at the PROPERTIES on a first-come-first-served basis. Exclusive or designated parking shall not be allowed.
 7. **Funding.** USTA's implementation of the PROGRAM described herein shall be contingent upon the annual allocation of funding through USTA's annual budgeting process. If for any reason USTA fails to secure funding to carry out its obligations and commitments under this AGREEMENT, CITY may terminate this AGREEMENT pursuant to a Breach and Default of this AGREEMENT. However, PARTIES agree that before any termination action is implemented, PARTIES shall discuss temporary or alternative options for continuing the PROGRAM, which shall be agreed upon and documented in writing.

8. **Insurance.** USTA shall have insurance for it and its employees and shall provide CITY with such evidence of insurance coverage as shown on the Insurance Requirements Sheet attached hereto and incorporated by reference as Exhibit B, from firms reasonably acceptable to CITY and approved to do such business in the State of California. Proof of insurance shall be provided through the “KwikComply”, City of Los Angeles Risk Management website, pursuant to the Instructions for Submitting Insurance to the City included with Exhibit B. USTA shall require and ensure that any independent tennis instructors that it contracts with are fully insured while such INSTRUCTORS are providing PROGRAM related services at the PROPERTIES, and provide CITY with such evidence of liability insurance coverage of at least one million dollars (\$1,000,000).
9. **Indemnification.** Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in Interest, USTA shall defend, indemnify and hold harmless the CITY and any of its boards, officers, agents, employees, assigns and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorneys’ 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 USTA’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 an act, error, or omission by USTA, subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT. This provision will survive expiration or termination of this AGREEMENT.
10. **Publicity.** CITY and USTA 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 or the PROGRAM, the use or promotion of the PROPERTIES, the construction of any improvements at the PROPERTIES, except as may be legally required by applicable laws, regulations, or judicial order. CITY and USTA agree to notify each other in writing of any press release, public announcement, marketing or promotion of the PROGRAM. Further, any press release, public announcement, marketing materials, or brochures prepared by either CITY or USTA, shall appropriately acknowledge the contributions of both CITY and USTA. To the extent stipulated in any grant agreement, the CITY and USTA shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement, and shall provide the opportunity for attendance and participation by grantor representatives. Further, CITY and USTA shall coordinate the scheduling of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both CITY and USTA. Similarly, any document, written report, or brochure prepared by either CITY or USTA, 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.

USTA 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”

11. **Signage.** No signs or banners of any kind will be displayed unless previously approved in writing by the RAP General Manager or designee and unless it complies with all RAP and CITY rules and regulations applicable to signage. RAP may require removal or refurbishment, at USTA’s expense, of any sign previously approved by RAP and installed by USTA. RAP shall be responsible for any signage installed by RAP.
12. **Breach or Default by USTA.** The following occurrences constitute events of breach or default of this AGREEMENT: USTA materially fails in the performance of any provision or condition of this AGREEMENT or USTA fails to allocate annual funding through its annual budgeting process in an amount sufficient to carry out its obligations and commitments under this AGREEMENT. USTA’s attempt to assign rights or obligations under this AGREEMENT without CITY’s prior written consent shall also constitute an event of breach or default.
13. **Breach or Default by USTA – CITY’s Remedies.** Upon the occurrence of one or more events of breach or default by USTA, CITY may, at its election and without waiving any right to select any other remedy provided in this Section or elsewhere in this AGREEMENT, initiate any of the following:
 - a. **Notice to Cure Breach or Default.** CITY may issue a written notice of breach or default to USTA, and if USTA does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may, by delivering a second written notice to USTA, terminate this AGREEMENT immediately without further delay.
 - b. **CITY’s Right to Cure.** CITY at its sole discretion and with no obligation to do so, subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing breach or default by USTA, perform or cause to be performed any of USTA’s unperformed obligations under this AGREEMENT. Such action by CITY shall not be deemed to waive or release said breach or any default or CITY’s right to take further, preventative action.
14. **Notices.** Any notice, request for consent, or statement (“Notice”), that CITY or USTA is required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below. Either CITY or USTA may designate a different address for any Notice by written statement to the other in

accordance with the provisions of this Section. 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 shall be addressed as follows:

If to CITY: City of Los Angeles Department of Recreation and Parks
Attn: Vicki Israel
221 North Figueroa Street, Suite 350
Los Angeles, California 90012
Tel.: (213) 202-2633

If to USTA: United States Tennis Association, Southern California
Los Angeles Tennis Center
c/o Evan Smith, Director of Community Tennis
420 Charles E. Young Drive West
Los Angeles, California 90024-9115
Tel.: (310) 208-3838

15. **Representations and Warranties.** CITY and USTA each represents and warrants to the other that it has full power and authority to execute this AGREEMENT and to perform its obligations and requirements hereunder. This AGREEMENT constitutes the valid and legal binding obligation of CITY and USTA, enforceable in accordance with its terms and conditions.
16. **No Joint Venture or Agency Relationship.** Nothing herein contained shall be construed to place the PARTIES to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business USTA or agency relationship. USTA shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will USTA 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 USTA the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.
17. **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.
18. **Merchandise.** No merchandise shall be sold by USTA at the PROPERTIES without the prior written consent of the RAP General Manager or designee.
19. **Safety Practices.** USTA shall correct violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents or deaths occurring on the PROPERTIES. In the event of injury or death, or serious injury (requiring an

emergency room hospital visit), USTA must notify the respective RAP DIC of the PROGRAM Site, as soon as possible but no later than twenty-four (24) hours after the incident. Notice of non-serious injuries occurring on the PROPERTIES shall be provided to the respective RAP DIC at the PROGRAM site within seventy-two (72) hours. USTA shall keep internal documentation of the incident(s) and provide RAP General Manager or his or her designee with such information upon request.

20. **Suspected Child Abuse.** USTA's agents and contractors, and/or any person participating in USTA's PROGRAM or activities at the PROPERTIES must contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at PROPERTIES. USTA will notify the respective RAP Director of the PROGRAM site within twenty-four (24) hours of any such report.
21. **Ordinances and Standard Provisions.** The "Standard Provisions for City Contracts (Rev. 10/17 v.3)" are incorporated herein by reference and attached hereto as Exhibit C. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 10/17 v.3)" and this AGREEMENT, the language of this AGREEMENT shall prevail. USTA and CONTRACTOR have the same meaning for purposes of the "Standard Provisions for City Contracts (Rev. 10/17 v.3)." In addition, USTA will provide documentation of compliance with all required Ordinance Provisions as determined by CITY.
22. **Ratification.** At the request of RAP, and because of the need therefore, USTA may have begun 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 USTA for such services.
23. **Incorporation of Documents.** This AGREEMENT and incorporated documents represent the entire integrated agreement of the parties and supersedes all prior written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference.

Exhibit A: List of Properties

Exhibit B: Insurance Requirements and Instructions for Submitting Insurance

Exhibit C: Standard Provisions for City Contracts (Rev. 10/17 v.3)

[SIGNATURE PAGE TO FOLLOW]

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

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

UNITED STATES TENNIS ASSOCIATION, a non-profit organization

By: _____
President

By: _____

By: _____
Secretary

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney

Date: _____

EXHIBIT A**Tennis Site Roster for Tennis Training, Marketing, Play Days and/or Team Events**

The RAP owned facilities comprising the PROPERTIES listed below may be used for the provision of the PROGRAM. The actual sites used annually will be mutually agreed upon by RAP and USTA prior to the commencement of the PROGRAM each year. Additional facilities, including but not limited to community school park sites, may be used based on the mutual agreement of the parties.

Facility	Address	Phone	Email
Green Meadows Recreation Center	431 East 89 th Street Los Angeles, CA 90003	323-565-4242	GreenMeadows.RecreationCenter@lacity.org
Jackie Tatum Harvard Recreation Center	1533 West 62 nd Street Los Angeles, CA 90047	323-819-0433	Harvard.RecreationCenter@lacity.org
Lanark Recreation Center	21816 Lanark Street Canoga Park, CA 91304	818-883-1503	Lanark.RecreationCenter@lacity.org
Lincoln Park Recreation Center	3501 Valley Boulevard Los Angeles, CA 90031	213-847-1726	LincolnParkRC@lacity.org
Saint Andrews Recreation Center	8701 Saint Andrews Place Los Angeles, CA 90047	213-485-1751	StAndrews.RecreationCenter@lacity.org
Sun Valley Recreation Center	8133 Vineland Ave. Sun Valley, CA 91352	818-767-6151	SunValley.RecreationCenter@lacity.org
Van Ness Recreation Center	5720 2 nd Ave. Los Angeles, CA 90013	323-296-1559	VanNess.RecreationCenter@lacity.org

EXHIBIT B

Required Insurance and Minimum Limits

Name: United States Tennis Association Date: 4/23/2020

Agreement/Reference: For the Support of Recreational Junior Tennis Programs at Various Park Sites

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.

Workers' Compensation (WC) and Employer's Liability (EL) section with checkboxes for Waiver of Subrogation, Longshore & Harbor Workers, and Jones Act. Limits: WC Statutory, EL 1,000,000.

General Liability section with checkboxes for Products/Completed Operations, Fire Legal Liability, Sexual Misconduct, and an empty checkbox. Limit: 1,000,000.

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

Professional Liability (Errors and Omissions) section with a Discovery Period field.

Property Insurance (to cover replacement cost of building - as determined by insurance company) section with checkboxes for All Risk Coverage, Flood, Earthquake, Boiler and Machinery, and Builder's Risk.

Empty checkbox field.

Surety Bonds - Performance and Payment (Labor and Materials) Bonds and Crime Insurance sections.

Other: Provided to: Raymond Chang @ RAP; ph: (213) 202-5681. If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: http://cao.lacity.org/risk/InsuranceForms.htm. In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

(Rev. 05/18)

CITY OF LOS ANGELES

**INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker)

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

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

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

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

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.
7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.
8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.
9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.
10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.
11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.
12. **Cyber Liability and Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the City employees' and/or City customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

EXHIBIT C
Standard Provisions for City Contracts

(To be attached separately)