

APPROVED

REVISED

Aug 18 2022

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 22-212

DATE August 18, 2022

C.D.

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: WESTMINSTER DOG PARK – APPROVAL OF AMENDED AND RESTATED LICENSE AGREEMENT WITH URBAN ALCHEMY FOR CONTINUED USE OF FACILITY TO OPERATE THE VENICE CIRCLE PILOT PROGRAM -- STATUTORY EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO PUBLIC RESOURCES CODE (PRC) SECTION 21080(b)(4) [SPECIFIC ACTIONS TO PREVENT OR MITIGATE AN EMERGENCY], AS ALSO REFLECTED IN ARTICLE 18, SECTION 15269(c) OF CALIFORNIA CEQA GUIDELINES]

AP Diaz

M. Rudnick

H. Fujita

C. Santo Domingo

*B. Jackson

B. Jackson

N. Williams

[Signature]
General Manager

Approved X

Disapproved _____

Withdrawn _____

RECOMMENDATIONS

1. Approve the proposed Amended and Restated License Agreement (Amended Agreement), between the Department of Recreation and Parks (RAP) and Urban Alchemy, a California non-profit corporation, substantially in the form attached hereto as Attachment No. 1, for continued use of the RAP facility, previously and commonly referred to as the Senior Center, located at Westminster Dog Park at 1234 Pacific Ave., Venice, CA., 90291, for the purpose of extending the term of the original license agreement from an original expiration date of August 22, 2022 to a new expiration date of February 23, 2023, subject to City Attorney approval as to form;
2. Determine that the proposed project is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code (PRC) Section 21080(b)(4) [Specific actions to prevent or mitigate and emergency], as also reflected in Article 18, Section 15269(c) of California CEQA Guidelines;
3. Authorize the Department of Recreation and Parks' (RAP) Chief Accounting Employee to prepare a check for Seventy-Five Dollars (\$75.00) to the Los Angeles County Clerk for the filing of the NOE; and

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4. Authorize RAP's General Manager or designee to execute the Amended Agreement upon the completion of all required approvals; and
5. Authorize RAP staff to make necessary technical corrections to carry out the intent of this Report.

SUMMARY

Westminster Dog Park is located at 1234 Pacific Ave., Venice, CA. The park has a dog park on site as well as a facility building, previously and commonly referred to as the Senior Center, which has a lobby, kitchen, office space, and restrooms. The park is located in RAP's West Region under the Venice District.

Urban Alchemy, a California non-profit corporation, and RAP entered into an initial license agreement with a one-year term from August 23, 2021 to August 22, 2022 to use the Senior Center facility and two designated parking spaces for the operation of Urban Alchemy's Crisis and Incident Response through Community Lead Engagement ("CIRCLE") pilot program in the Venice community. The CIRCLE program features two primary program components: an alternative unarmed response to non-emergency 900 calls involving persons experiencing homelessness ("PEH") and the deployment of homeless outreach teams to conduct outreach, de-escalate situations, create referrals to local service providers, conduct light sanitation work, and provide information on the presentation of COVID-19. The CIRCLE outreach teams at the Westminster Dog Park prioritize working within CITY parks in the Venice area, especially the Westminster Dog Park, Venice Beach, and Ocean Front Walk. The Senior Center facility would be used primarily as a dispatch center for the CIRCLE program staff, and no portion of the facility will be used to house PEH.

Urban Alchemy is currently in the process of finalizing a more permanent location for its operations but has requested an extension of the license agreement to February, 23, 2023 while the process is completed. RAP staff supports this extension and recommends the approval of an Amended and Restated License Agreement (Amended Agreement) in the form attached to this Report as Attachment 1 which reflects the extended term. The Amended Agreement is substantially similar to the previous license agreement executed between Urban Alchemy and RAP with some modifications made for clarity. Attachment 1 is marked to show the changes from the previous license agreement.

Hours of use of the Westminster Dog Park under the Amended Agreement will continue to be 24 hours a day, seven days a week. Urban Alchemy will continue to be responsible for maintaining the area it uses for the program.

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

ENVIRONMENTAL IMPACT

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The proposed action consists of the extension of an agreement between the City of Los Angeles Department of Recreation and Parks and Urban Alchemy to use an existing facility to provide unarmed response to non-emergency 900 calls involving persons experiencing homelessness and to conduct outreach, de-escalate situations, create referrals to local service providers, conduct light sanitation work, and provide information on the presentation of COVID-19.

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

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

Based on these considerations, since the amended license agreement, in its proposed form, is necessary to host the operations connected to the CIRCLE program, an unarmed pilot program to respond to non emergency calls involving persons experiencing homelessness, RAP staff recommends that the Board determines that the proposed Project is statutorily exempt from the provisions of CEQA pursuant to PRC Section 21080(b)(4), as reflected in Article 18, Section 15269(c) of California CEQA Guidelines. Staff will file a Notice of Exemption (NOE) with the Los Angeles County Clerk upon Board's approval.

FISCAL IMPACT

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

STRATEGIC PLAN INITIATIVES AND GOALS

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

Goal No. 7: Maintain a Diverse and Dynamic Workforce

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

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

LIST OF ATTACHMENTS/EXHIBITS

- 1) Amended and Restated License Agreement, between RAP and Urban Alchemy for the use of Westminster Dog Park for CIRCLE pilot program.
- 2) Site map of Westminster Dog Park and Senior Building.

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

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

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

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

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

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

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

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

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

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

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

**AMENDED AND RESTATED LICENSE AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND
URBAN ALCHEMY
FOR USE OF THE WESTMINSTER DOG PARK
TO OPERATE THE VENICE CIRCLE PILOT PROGRAM**

This AMENDED AND RESTATED LICENSE AGREEMENT (“LICENSE”) is entered into as of August 23, 2021 (“COMMENCEMENT DATE”), by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (“CITY”) and Urban Alchemy, a California-nonprofit corporation (“LICENSEE”). CITY and LICENSEE may be referred to herein individually as “PARTY”, or collectively as “PARTIES”.

WHEREAS, CITY, through its Department of Recreation and Parks (“RAP”), owns, operates and maintains certain real property commonly known as Westminster Dog Park (“PREMISES”); and,

~~WHEREAS, LICENSEE desires to use the PREMISES~~ as a dispatch center for its staff in the operation of the Crisis and Incident Response through Community-Led Engagement (“CIRCLE”) pilot program in the Venice community; and,

~~WHEREAS, t~~The CIRCLE pilot program features two primary program components: an alternative unarmed response to non-emergency 911 calls involving persons experiencing homelessness (“PEH”) and the deployment of homeless outreach teams to conduct outreach, de-escalate situations, create referrals to local service providers, conduct light sanitation work, and provide information on the prevention of COVID-19 and,

~~WHEREAS, t~~The CIRCLE outreach teams will prioritize working within CITY parks in the Venice area, including and especially the Westminster Dog Park, Venice Beach, and Ocean Front Walk; and,

WHEREAS, RAP and LICENSEE previously entered into that certain License Agreement regarding the use of the PREMISES for the CIRCLE pilot program for a term of one year commencing on August 23, 2021 (“Original License”) and each desires to amend the Original License by way of this enter into this Amended and Restated License Agreement in order to extend the term of the Original License to February 23, 2023; and,

WHEREAS, RAP is amenable to authorizing ~~the such~~ use of the PREMISES, as more fully shown by the Site Maps attached hereto and incorporated herein by reference as Exhibit A, pursuant to the terms and conditions of this LICENSE for the term of this LICENSE~~a period of one year.~~

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

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

CITY and LICENSEE agree that the Original License is hereby amended and restated as this LICENSE effective upon execution of this LICENSE by all parties.

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

- a. The RAP facility, previously and commonly referred to as the Senior Center, lobby, kitchen, office space, and restrooms; and two designated parking spaces. The specific areas to be utilized are depicted by the Site Map attached hereto as Exhibit A.

2. **Term and Termination.**

The term of this LICENSE (for ease of reference, shall be referred to herein as "TERM") shall commence on ~~be one (1) year from~~ the COMMENCEMENT DATE and shall expire on February 23, 2023. CITY may revoke this LICENSE at any time for convenience, or if LICENSEE does not comply with the conditions contained herein. Upon receipt of the written notice of termination, LICENSEE shall return the property to its original condition and discontinue all work permitted under this LICENSE. CITY shall not owe LICENSEE any compensation in the event of early termination of the LICENSE.

3. **Access to Premises.**

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

LICENSEE's use of the PREMISES will be 24 hours, seven-days-a-week ("PERMITTED TIMES"). LICENSEE shall cooperate with RAP personnel and staff on all matters relative to the conduct of operations or any activity, event, and/or special use, including concerns related to parking, traffic, security, and attendance, at the PREMISES.

Authorized representatives, agents, and employees of RAP shall have the right to enter the PREMISES at any and all times. In no event shall CITY be responsible or liable to LICENSEE for any inconvenience, disturbance, or other damage to LICENSEE by reason of the performance by CITY of any activities or work in, upon, above or under the PREMISES or for bringing materials, tools,

and equipment in, through, above, or under the PREMISES, nor shall the same constitute any grounds for any payments, or abatement of payments, hereunder.

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

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

4. Permitted Use and Use Restrictions.

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

- a. PERMITTED USE: LICENSEE shall use the PREMISES solely for:
the operation of the CIRCLE program, including receiving and responding to non-emergency 911 calls and dispatching response teams, administrative operations of the program, convening and deploying CIRCLE outreach staff, including the operation of a decompression center where staff can bring local PEH to rest or receive temporary relief from extreme weather or detrimental environmental conditions in their homeless encampment, which allows CIRCLE staff to offer food and water and referrals to local service providers. LICENSEE shall be responsible for all costs and expenses related to its use of the PREMISES.
- b. LICENSEE shall comply with all RAP policies and procedures as well as all Federal, State, County, and local regulations, orders, and mandates, including but not limited to health and safety orders and guidelines related to COVID-19, and background checks and fingerprinting for any volunteer or paid staff participating in the activities at the PREMISES, throughout the TERM of this LICENSE. In doing so, LICENSEE shall maintain regular communication with RAP staff to ensure LICENSEE's compliance with such policies, procedures,

regulations, orders, and requirements and LICENSEE shall be solely responsible for all costs related to ensuring such compliance.

- c. LICENSEE shall provide sufficient staff for the operation of its activities on the PREMISES, and shall provide all materials, supplies, equipment, and funds necessary for such activities, to the reasonable satisfaction of the CITY.
- d. LICENSEE shall not sub-let or issue any permit for use of the PREMISES.
- e. LICENSEE shall comply, and ensure any of its employees, volunteers and authorized third parties complies with all applicable CITY, State and Federal rules, laws and regulations in the performance of this LICENSE and in the operation of LICENSEE's activities on the PREMISES.
- f. LICENSEE is solely responsible for the actions of all individuals and/or organizations participating in its activities at the PREMISES, and shall ensure that such individuals and/or organizations agree in writing to abide by all conditions set forth in this LICENSE.
- g. The dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to alcoholic beverages) shall not be permitted on the PREMISES.
- h. No merchandise shall be sold or authorized to be sold on the PREMISES.

5. Obligations of LICENSEE. LICENSEE shall:

- a. Obtain any and all operating permits and/or licenses that may be required in connection with its operations, including but not limited to, tax permits, business licenses, health permits, certifications, etc.
- b. Punctually pay or cause to be paid all LICENSEE financial obligations incurred in connection with the use and maintenance of the PREMISES as set forth in this LICENSE. LICENSEE shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with LICENSEE's use of the PREMISES to the extent such claims do not arise due to any CITY action or omission.
- c. Prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages), which is NOT one of the PERMITTED USES authorized herein, and therefore shall not be permitted to occur on the PREMISES under any circumstances.
- d. LICENSEE's outreach teams shall prioritize working within CITY parks in the Venice area, including and especially the Westminster Dog Park, Venice

Beach, and Ocean Front Walk. LICENSEE shall keep internal documentation tracking the breakdown, by week, of outreach hours performed both on and off of PARK property and provide RAP with such information upon request.

6. Maintenance and Repair of Premises.

While no fee will be imposed for this LICENSE in exchange for LICENSEE's use of the PREMISES, during the TERM of this LICENSE, and subject to the terms and conditions contained herein, LICENSEE, at its sole cost and expense, shall perform the functions of maintenance and/or repair of the PREMISES as described herein.

- a. LICENSEE accepts PREMISES in its current condition and hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the PREMISES or which may otherwise arise by reason of the use of PREMISES, and releases and discharges the CITY from any claims therefore. CITY shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the PREMISES, nor any appliance or fixture thereon, whether installed by CITY or LICENSEE, and regardless of cause.
- b. LICENSEE, in performing all required maintenance and repair of the PREMISES, shall provide all staff and materials, supplies, equipment, and funds necessary to perform appropriate maintenance and/or repairs. All maintenance and/or repair shall be performed to the reasonable satisfaction of CITY and in consultation with CITY's designated representative, or by CITY's written request and/or instruction.
- c. LICENSEE shall perform the following maintenance duties on daily basis:
 - i. Maintain PREMISES in a clean condition removing all debris and trash;
 - ii. Keep the PREMISES and the nearby areas clean at all times;
 - iii. Pick up and dispose of trash and debris whether by LICENSEE activity or activity of a contracted vendor or any participant of LICENSEE services;
 - iv. Prevent any trash or debris matter or material from being or accumulating upon said PREMISES such that it is clearly visible to public view; and,
 - v. Maintain PREMISES in a manner that is consistent and in compliance with all Federal, State, County and local regulations, orders and guidelines, including but not limited to health and safety orders and guidelines related to COVID-19.

- d. LICENSEE shall ensure that no offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, is permitted or allowed to remain on PREMISES.
- e. LICENSEE shall be responsible for securing LICENSEE's equipment and materials at the PREMISES during PERMITTED TIMES and ensuring the same during non-operating hours. CITY and/or RAP shall not be responsible for the security of LICENSEE personal property before, during, or after PERMITTED TIMES.
- f. LICENSEE shall immediately repair, or cause to be repaired, any damages to the PREMISES which occur during LICENSEE's activities or operations, or that is caused by LICENSEE's use of the PREMISES; LICENSEE acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the PREMISES immediately cease Consideration and CRRF.

7. Insurance.

Before accessing and using the PREMISES under this LICENSE, and periodically as required during its TERM, LICENSEE shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. LICENSEE or any third party providing work or services under this LICENSE shall name the City of Los Angeles and its boards, officers, agencies, employees, assigns and successors in interest as an additional insured for all required coverage(s), as applicable. LICENSEE will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to CITY's Risk Manager and shall include the types and minimum limits set forth in Exhibit B attached hereto and incorporated herein by reference.

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

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

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

- b. LICENSEE's failure to procure and maintain the required insurance shall constitute a material breach of this LICENSE under which CITY may immediately terminate this LICENSE or, at its discretion, pay to procure or renew such insurance to protect CITY's interest, and LICENSEE agrees to reimburse CITY for all money so paid for such procurement or renewal.
- c. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of LICENSEE's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

8. Indemnification.

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

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

LICENSEE further acknowledges and agrees that it knowingly and freely assumes all COVID-19 related risks, both known and unknown, relating to exercising the

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

9. Signage.

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

10. Notices and Contacts.

Any notice, request for consent, or statement ("NOTICE"), that RAP or LICENSEE is required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below. Either RAP or LICENSEE may designate a different address for any NOTICE by written statement to the other in accordance with the provisions of this Section. NOTICES shall be delivered personally or sent by confirmed facsimile transmission, by reliable courier providing tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested. All NOTICES shall be addressed as follows:

Contacts for LICENSEE:

Mike Anderer
72 6th Street
San Francisco, CA 94103
Email: mikea@urban-alchemy.us
Phone: (415) 757-0896

Contacts for RAP:

Sonya Young-Jimenez
2459 Motor Avenue
Los Angeles, CA 90064
Email: sonya.young-jimenez@lacity.org
Phone: (213) 312-7966

11. Representations and Warranties.

CITY and LICENSEE each represents and warrants to the other that it has full power and authority to execute this LICENSE and to perform its obligations and requirements hereunder. This LICENSE constitutes the valid and legal binding obligation of CITY and LICENSEE, enforceable in accordance with its terms and conditions.

12. No Joint Venture or Agency Relationship.

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

13. 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.

14. Safe Practices.

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

15. Suspected Child Abuse.

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

16. Hazardous Substances

PARTIES agree that the PREMISES shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above.

LICENSEE shall use the PREMISES in compliance with laws pertaining to hazardous substances and ensure that no pesticides, insecticides, herbicides and rodent poisons not in compliance with this section are used at the PREMISES. As used herein, "hazardous substances" shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of CITY or LICENSEE to any governmental agency or third party under applicable statute. No lead or oil-based paint, paint thinner, varnishes, lacquers and stain shall be brought onto or stored at the PREMISES.

17. Taxes, Fees and Possessory Interest

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

18. Incorporation of Documents.

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

Exhibit A: Site Map for Westminster Dog Park

Exhibit B: Insurance Requirements and Instructions for Submission

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the PARTIES have executed this LICENSE as of the day and year indicated below~~first above written~~.

CITY OF LOS ANGELES, a municipal corporation, acting by and through its DEPARTMENT OF RECREATION AND PARKS

URBAN ALCHEMY, a 501(c)(3) nonprofit corporation, acting by and through its CHIEF EXECUTIVE OFFICER

By: _____
~~Jimmy Kim~~ Michael A. Shull, General Manager

By: _____
Dr. Lena Miller

Date: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney

Date: _____

Exhibit A

Site Map of Westminster Dog Park

The PREMISES utilized in Venice is shown below.

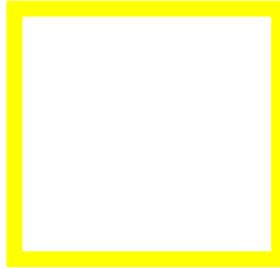


Exhibit B

Insurance Requirements and Instructions for Submission

Required Insurance and Minimum Limits

Name: _____ Date: 07/02/2021

Agreement/Reference: The Crisis and Incident Response through Community-Led Engagement (CIRCLE)
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 type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers	
	<input type="checkbox"/> Jones Act	
<hr/>		
<input checked="" type="checkbox"/> General Liability _____		<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations	<input type="checkbox"/> Sexual Misconduct _____	
<input type="checkbox"/> Fire Legal Liability _____		
<input type="checkbox"/> _____		
<hr/>		
<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>
<hr/>		
<input checked="" type="checkbox"/> Professional Liability (Errors and Omissions)		<u>\$1,000,000</u>
Discovery Period	<u>12 Months After Completion of Work or Date of Termination</u>	
<hr/>		
<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"/> _____	
<hr/>		
<input type="checkbox"/> Pollution Liability		
<input type="checkbox"/> _____		
<hr/>		
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds		100% of the contract price
<input type="checkbox"/> Crime Insurance		
<hr/>		
Other: <u>1) Professional Liability Insurance is required for any Licensed Professional performing work as part of this Agreement.</u>		

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

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

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

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit A

Site Map of Westminster Dog Park

The PREMISES utilized in Venice is shown below.

