

**ATTACHMENT I  
CITY OF LOS ANGELES AGREEMENT ASSUMING RISK OF INJURY OR DAMAGE  
WAIVER AND RELEASE OF CLAIMS BY PARTICIPANTS**

---

In consideration of the City of Los Angeles (hereinafter "City") permitting (check one):

I (an individual)

the GROUP, known as:  
South Park Business Improvement District

\_\_\_\_\_  
(Name of Participant Adopting the Project)

\_\_\_\_\_  
(Name of Group Adopting the Project)

in accordance with my participation in the Board of Public Works, Adopt-A-Median Program, do hereby agree for myself, my heirs, executors, assigns and administrators:

That the City, its officers, agents, and employees shall not be responsible or liable for any injury, damage, loss or expense either to me/our group or my/our property incurred while I/we am cleaning, raking, shoveling, planting, or otherwise improving and beautifying public parkways and median strips, or engaged in similar activities.

I/We further agree to defend, indemnify and hold harmless the City, its officers, agents and employees from all injuries, damages, costs and expenses (including reasonable attorney's fees) that may arise out of, result from, or in any way be connected with the issuance of this permit for purposes described above. This waiver does not apply to injuries and damages that are solely due to the gross negligence or willful misconduct of the City or its officers, agents or employees.

I/We hereby represent that I/we have carefully read and understand the contents of this document and sign the same of my/our own free will.

Signature of Representative on Behalf of Group: \_\_\_\_\_



Signature of Individual: \_\_\_\_\_

Signature of Parent/Guardian if Participant is under 18 y/o: \_\_\_\_\_

05/02/2023

Date: \_\_\_\_\_

City of L.A. Office Use Only:

Cognizant City Department: \_\_\_\_\_

Department Contact: \_\_\_\_\_



# MAINTENANCE AGREEMENT FOR COMMUNITY-BASED PROJECTS ON THE PUBLIC RIGHT-OF-WAY



**APPLICANT - PROJECT TO BE ADOPTED / SPONSORED BY:**

ORGANIZATION: South Park Business Improvement District & Downtown Los Angeles Neighborhood Council

CONTACT PERSON: SPBID: Nolan Marshall DLANC: Debby Zhou  
SPBID: 1150-B S. Hope St. Los Angeles, CA 90015

ADDRESS, CITY, ZIP CODE: DLANC 200 North Spring Street, Suite 2005 Los Angeles, California 90012  
SPBID: 213.663.1110 SPBID: nolan@southpark.la

PHONE #: DLANC: 424.264.8596 E-MAIL: DLANC: debby.zhou@dlanc.com

COUNCIL DISTRICT: 14 COUNCIL OFFICE CONTACT NAME & PHONE #: Nate Hayward

**PROJECT SITE** (Please be as specific as possible. If there is to be more than one site maintained by the same entity, include one copy of the Maintenance Agreement and attach an extra page with a list of all locations.)

Triangle Median at Pico / Olive Streets

**SITE IMPROVEMENTS INCLUDE (CHECK ALL THAT APPLY):**

- |   |   |  |  |  |
|---|---|--|--|--|
| <input checked="" type="checkbox"/> BENCH(ES) | <input type="checkbox"/> MURAL              | <input checked="" type="checkbox"/> PLANTER(S) | <input type="checkbox"/> COMMUNITY SIGNAGE | <input type="checkbox"/> TRASH RECEPTACLE(S) |
| <input type="checkbox"/> TABLE(S)             | <input checked="" type="checkbox"/> TREE(S) | <input checked="" type="checkbox"/> VEGETATION | <input type="checkbox"/> ART SCULPTURE     | <input type="checkbox"/> MOSAIC              |
| <input type="checkbox"/> OTHER _____          |   |  |  |  |

**SCOPE OF WORK**

Please provide a detailed SCOPE OF WORK on the Neighborhood Partnership Agreement, OR you may attach a separate document providing this information. This narrative will be used as the verbiage for a report recommending your project for adoption by the Board of Public Works.

**ENTITY CONDUCTING THE INSTALLATION OF THE PROJECT (if different from above):**

BUSINESS NAME: Los Angeles Conservation Corps

CONTACT PERSON & POSITION: Alex Lopez, Sr. Program Director

PHONE #: 323.526.1460 ext. 400 E-MAIL: alopez@lacorps.org

**\*\*PLEASE INCLUDE PROPER PROOF OF INSURANCE, IF APPLICABLE—SEE PAGE 2 OF THIS AGREEMENT.**

**ENTITY MAINTAINING PROJECT / PROJECT SITE (if different from above):**

BUSINESS NAME: South Park Business Improvement District

CONTACT PERSON & POSITION: Nolan Marshall, Executive Director

PHONE #: 213.663.1110 E-MAIL: nolan@southpark.la

**\*\*PLEASE INCLUDE PROPER PROOF OF INSURANCE, IF APPLICABLE—SEE PAGE 2 OF THIS AGREEMENT.**

**HOW WILL THE SITE BE MAINTAINED, AND HOW OFTEN?**

See attached description

  
 \_\_\_\_\_  
 Signature of Adopting/Sponsoring Group Representative

5/9/23  
 \_\_\_\_\_  
 Date

(PLEASE SEE PAGE 2 OF THIS AGREEMENT)

<b><u>OCB Office use only</u></b>	
Intake date _____	Initials _____
AAM Application #: _____	



# MAINTENANCE AGREEMENT FOR COMMUNITY-BASED PROJECTS ON THE PUBLIC RIGHT-OF-WAY



(NAME OF GROUP OR ORGANIZATION ADOPTING/SPONSORING THE PROJECT)

(hereafter referred to as the "GROUP,") agree(s) to maintain the site improvements installed through the Adopt-a-Median Program, in perpetuity, or until the City of Los Angeles (hereafter referred to as the "CITY") requests that said improvements be removed. If the GROUP can no longer maintain the project and/or wishes to relinquish their maintenance responsibility of the project, I understand that the GROUP is responsible for either finding another maintenance entity willing to enter into a new Maintenance Agreement, OR restore the project site to its original state, and will comply with any directives/advisement from the CITY.

If site improvements are damaged, destroyed, or become hazardous, I understand it is the GROUP'S responsibility to immediately remove them, to the satisfaction of the CITY. In the event the project is damaged and the GROUP does not fulfill its responsibility to remove any/all part(s) of the project, City forces will provide removal, and the GROUP will be invoiced to reimburse the CITY for removal costs. I understand the GROUP may replace damaged, destroyed or hazardous items in-kind and the CITY is not responsible for replacement. I understand that permits issued for this project are revocable, and the CITY does not indefinitely guarantee permission to install/maintain these site improvements. I understand the CITY may, without prior notice, request that the permitted items at this location may be removed and/or relocated. The GROUP agrees to immediately comply with any such request by the CITY, when/if asked to do so.

I understand that if a 3<sup>rd</sup> party commercial business entity is contracted by the GROUP to construct and/or work on, or provide maintenance to the project site, they are not covered under the CITY'S insurance, and the FOLLOWING SECTION SHALL APPLY (appropriate proof of insurance for said entity will be submitted to the Office of Community Beautification):

**Pursuant to the Recommendation of the City of L.A.'s Risk Management Office:**

*"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."*

*Please also refer to the provided "Instructions and Information on Complying with City Insurance Requirements," item number 3, second paragraph, first sentence. The certificate holder name and address should appear as follows:*

**City of Los Angeles and its Agencies, Boards and Depts.  
200 North Main Street, City Hall East, Rm. 1240, Los Angeles, CA 90012**

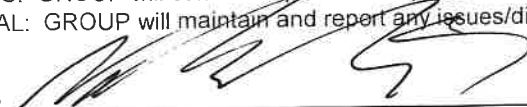
With this Agreement, the City of Los Angeles/Department of Public Works/Office of Community Beautification agrees to:

- Assist community groups through project review, Board of Public Works adoption, and the permitting process.
- Waive the fees for the A-Permit and Revocable Permit associated with the project.
- Provide liners upon request for the trash receptacles.
- Provide graffiti removal services, free of charge, when possible.
- Provide short term loans on hand tools for use on the beautification project.
- Provide limited liability coverage (for the sponsoring volunteer group named above ONLY) through the City of Los Angeles: Commercial general liability - Hazard (2) Coverage applies to all facets of the project approved by the CITY

I understand that the following conditions are part of Adopt-a-Median Project process:

- Adopt-a-Median projects generally undergo review by StreetsLA / Bureau of Street Services prior to any issuance of permits.
- Projects that may pose a visibility issue undergo review by the Department of Transportation.
- Structural components/anything permanently affixed to the public right-of-way, or usage of any materials deemed as "non-standard," are reviewed by the Bureau of Engineering.
- Any lighting/electrical or any involvement with a street light pole, is reviewed by the Bureau of Street Lighting
- MURALS: Apply for mural registration with the City of L.A. Department of Cultural Affairs. A required anti-graffiti coating (up to 450 sq.'), is provided FREE OF CHARGE, after mural is installed. Please call 3-1-1 to report graffiti.
- TREES: Must comply with guidelines established by the City of L.A. Urban Forestry Division, Department of Public Works. Trees are to be watered on a regular basis, and trimmed as needed.
- VEGETATION: GROUP will maintain the vegetation and keep the site free from weeds, debris, and litter.
- TRASH RECEPTACLE: GROUP will empty trash receptacle as needed and replace the plastic liner.
- BENCHES/TABLES/OTHER STATIONARY OBJECTS: GROUP will provide periodic cleaning.
- PLANTERS: GROUP will water on a regular basis and provide periodic cleaning.
- COMMUNITY SIGNAGE: GROUP will provide periodic cleaning, and maintenance of lighting (if necessary).
- IRRIGATION SYSTEMS: GROUP will conduct repairs and replacement of irrigation components, if necessary.
- LIGHTING/ELECTRICAL: GROUP will maintain and report any issues/difficulties to OCB immediately

Group representative's signature



Date:

5/9/23

**PLEASE ADDRESS ALL INQUIRIES TO:**

City of Los Angeles, Board of Public Works, Office of Community Beautification  
200 North Spring Street, Room 356, Los Angeles, CA 90012 Phone: (213) 820-4859

FORM VERSION: MAY, 2020

**PROJECT SITE (Please be as specific as possible. If there is to be more than one site maintained by the same entity, include one copy of the Maintenance Agreement and attach an extra page with a list of all locations.)**

The 2,500 sq ft triangle is created by the spilt of northbound traffic lanes on Olive St that intersect with W. Pico Blvd.

### **SCOPE OF WORK**

**Please provide a detailed SCOPE OF WORK on the Neighborhood Partnership Agreement, OR you may attach a separate document providing this information. This narrative will be used as the verbiage for a report recommending your project for adoption by the Board of Public Works.**

The project design includes the addition of accent furniture such as benches and cafe seating, freestanding landscape planters, and a ground mural. The design intent aims to provide flexibility towards community events and programming and future expansion for additional activation

A motion for funds for the Pico Triangle Beautification from Council District 14 was approved in early 2023. The Los Angeles Conservation Corps (LACC) is the contractor for the project and will be responsible for the assembly, securing, placement of furniture/planters items, and landscape. LACC is to procure, source, and plant all landscape items as specified in the drawings. LACC will also assess the condition and health of existing vegetation specified for removal or salvage. The South Park Business Improvement District (SPBID) will be responsible for the daily supervision and maintenance with its 24/7 clean and safety ambassador team.

Addressing safety and connectivity issues, this project will engage the community of South Park in transforming a median into a thriving landscaped transit plaza. Improving the median and the surrounding street environment will increase pedestrian safety, stimulate revitalization, beautify the corridor, promote transit and enhance the multimodal transportation system.

Once ground is broken in the projected month of September, completion should take a month. This project, with hopefully few constraints on supply chain of product, is expected to be completed by December of 2022.

## **HOW WILL THE SITE BE MAINTAINED, AND HOW OFTEN?**

The SPBID has a roaming team of 20+ clean and safe ambassadors that work around the clock to provide services to the district. Once completed, this team will have constant eyes to report back should any vandalism or destruction of property occur. In the event of vandalism, our clean team can assess and in most cases, repair damages.

# ADOPT-A-MEDIAN PROGRAM NEIGHBORHOOD BEAUTIFICATION PARTNERSHIP AGREEMENT

FORM VERSION MARCH 2022



This partnership agreement between the City of Los Angeles and **SOUTH PARK BUSINESS IMPROVEMENT DISTRICT** defines each participant's role in the improvement, beautification and/or restoration of the City owned property (public right-of-way) located at: **OLIVE ST. AND PICO BLVD.**

**PLEASE PROVIDE A BRIEF HISTORY OF PROJECT / WHY IS THIS PROPOSAL BEING SUBMITTED? Please include those community members who champion this proposal, and any other support towards this effort.**

SEE ATTACHED

**WHAT IS THE SCOPE OF WORK? Please include the component parts of the project, the means to complete the project, what achievement is sought within the community via its installation, and the desired completion time. This narrative will be used as part of the project's Board of Public Works report.**

SEE ATTACHED

The Community Group agrees to:

- Provide the labor and materials required to improve the adopted area.
- Maintain the project/project site (per Maintenance Agreement) in perpetuity (upkeep, litter removal, watering, etc.).
- Follow the plan as approved by the City with any special conditions or requirements.

The City of Los Angeles/Department of Public Works agrees to:

- Navigate the community partner through the process of obtaining approval for this proposal.
- Pay for costs incurred by the City to review this proposal.
- Waive any Public Works permit fees for ONLY the Revocable permit and A-permit.
- LOAN hand tools to the group working on the beautification project. (Order form is available.)
- Provide liability coverage through the City of L.A.'s SPARTA INSURANCE PROGRAM, ONLY during the period of the project's construction [Commercial General Liability-Hazard 2. Coverage applies to all facets of the project approved by the City of L.A.]
- Consider performing such jobs as the situation may require, to the extent that resources are available.

**Please check ONLY if applicable to your project**  
(Please attach a separate sheet explaining any that apply):

Construction of a new sidewalk

Repair an existing driveway

Installing/repairing an ADA access ramp

Installing curb drains

Widening an existing driveway

Closing an existing driveway & repair curb

Repair an existing gutter

Replace existing asphalt in roadway/alley

**CONDITIONS APPLICABLE TO THE ADOPT-A-MEDIAN PROPOSAL PROCESS:**

- (1) An Adopt-a-Median proposal must be maintained as a current application. Should there be 1 year or more of inactivity on a proposal, the Adopt-a-Median Program Manager reserves the right to terminate the application.
- (2) Project proposals involving any animals/livestock will not be accepted.
- (3) Projects involving complex engineering components may be charged a review fee by the Bureau of Engineering.
- (4) Projects involving landscaping are encouraged and may be required (per the Bureau of Street Services) to install drip irrigation in an effort to conserve water. In unique situations, applicants may be required to add the following to their landscaping plans:  
**"Existing irrigation system has been adopted in "as-is" condition due to applicant's request not to upgrade to the latest City standards requiring water efficient irrigation. For this reason, the City cannot guarantee timely response to any irrigation-related issues that may occur, including, but not limited to, plant material loss or damage."**
- (5) Projects whose site location shares a boundary (Council District, homeowner's association, etc...) will need to have WRITTEN letter of support on official letterhead that there no dispute exists regarding the installation of the proposed project.
- (6) Adopt-a-Median staff serve as the 'conduit' between the applicant and City agencies. Intake, plan review, Board adoption, permit application and any additional processes must have oversight by Adopt-a-Median staff. Failure to comply with these conditions may result in termination of the application.

Project Representative's Signature

Position/Title

EXECUTIVE DIRECTOR

Date

5/4/23

OCB USE ONLY

Submitted on:

AAM #

By:



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Group representative's signature \_\_\_\_\_

Date: 5/4/23

**PLEASE PROVIDE A BRIEF HISTORY OF PROJECT / WHY IS THIS PROPOSAL BEING SUBMITTED? Please include those community members who champion this proposal, and any other support towards this effort.**

The Pico Triangle, an underutilized triangle traffic median in the City of Los Angeles' downtown neighborhood of South Park, is an evolving derelict median between street lanes that was reimagined and expanded in the early 2000s. This expansion of the small island of cement at Pico and Hill saw the addition of trees and raised platform to the three street lights, two bus benches, and a single sycamore tree. In the years since its last expansion, the median has fallen to neglect and disrepair. Now, only one of the trees survives, the mural installed has all but faded, and transit users stand in the blistering Summer sun while waiting for their next transfer. The project design includes the preservation and protection of existing transit street furniture and the addition of accent furniture such as benches and cafe seating, freestanding landscape planters, and an updated ground mural.

This update will improve the street environment, its sidewalk and bus stop use by local residents who might otherwise elect to drive, as well as encourage pass-through drivers, cyclists and transit users to stop at local destinations along their journeys. It will also increase accessibility, promote patronage of existing businesses, raising revenues and generating development opportunities that will help stimulate the local economy. Creating a vibrant, livable community in which people can live, work, play and thrive is the ultimate goal of this project.

The South Park Business Improvement District has worked closely with Councilmember Kevin de Leon's office, the Downtown Los Angeles Neighborhood Council, and Los Angeles Conservation Corps to bring this enhancement to life.

**WHAT IS THE SCOPE OF WORK? Please include the component parts of the project, the means to complete the project, what achievement is sought within the community via its installation, and the desired completion time. This narrative will be used as part of the project's Board of Public Works report.**

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