



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



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

ORGANIZATION: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS, CITY, ZIP CODE: \_\_\_\_\_

PHONE #: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

COUNCIL DISTRICT: \_\_\_\_ COUNCIL OFFICE CONTACT NAME & PHONE #: \_\_\_\_\_

**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.)

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

- |                                      |                                  |                                     |  |  |
|--------------------------------------|----------------------------------|-------------------------------------|--|--|
| <input type="checkbox"/> BENCH(ES)   | <input type="checkbox"/> MURAL   | <input type="checkbox"/> PLANTER(S) | <input type="checkbox"/> COMMUNITY SIGNAGE | <input type="checkbox"/> TRASH RECEPTACLE(S) |
| <input type="checkbox"/> TABLE(S)    | <input type="checkbox"/> TREE(S) | <input 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: \_\_\_\_\_

CONTACT PERSON & POSITION: \_\_\_\_\_

PHONE #: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**\*\*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: \_\_\_\_\_

CONTACT PERSON & POSITION: \_\_\_\_\_

PHONE #: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
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:** \_\_\_\_\_