

APPROVED

June 20 2021

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 24-143

DATE June 20, 2024

C.D. 2

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: NORTH HOLLYWOOD RECREATION CENTER – RIGHT OF ENTRY PERMIT TO COMMUNITY SPORTS FOUNDATION FOR THE OPERATION OF YOUTH AND ADULT BALL AND ROLLER HOCKEY PROGRAMS ON PARK PROPERTY; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) [ISSUANCE, RENEWAL OR AMENDMENT OF ANY LEASE, LICENSE OR PERMIT TO USE AN EXISTING STRUCTURE OR FACILITY INVOLVING NEGLIGIBLE OR NO EXPANSION OF USE] AND ARTICLE 19, SECTION 15301 OF CALIFORNIA CEQA GUIDELINES

* B. Aguirre	<u>BA</u>	M. Rudnick	_____
C. Stoneham	_____	C. Santo Domingo	_____
B. Jones	_____	N. Williams	_____

General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve the proposed one (1) year Right of Entry Permit (ROE) between the Community Sports Foundation (CSF), a California 501(c)(3) non-profit corporation, and the Department of Recreation and Parks (RAP), in the form attached hereto as Attachment 1, for the continued operation of CSF's youth ball and adult ball and roller hockey programs at North Hollywood Recreation Center, subject to approval by the City Attorney as to form;
2. Authorize the Assistant General Manager, Special Operations Branch, to issue the ROE to CSF for subsequent execution and validation by Staff, subject to CSF's completion of applicable ROE requirements;
3. Determine that approval and issuance of the proposed ROE (Project) is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) of City CEQA Guidelines [Issuance, renewal or amendment of any lease, license or permit to use an existing structure or facility involving negligible or no expansion of use] and Article 19, Section 15301 of California CEQA Guidelines, and direct RAP staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk and the California Office of Planning and Research;
4. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County

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Clerk in the amount of \$75.00 for the purpose of filing the NOE;

5. Direct the Chief Accounting Employee to create one or more sub accounts in Fund 302 Department 89 for deposit of cost recovery reimbursement fee payments received from CSF related to solid waste disposal, utilities, and staff impact; and,
6. Authorize RAP staff to make technical corrections to the ROE in order to carry out the intent of the Board in approving this Report.

SUMMARY

The Community Sports Foundation (CSF) has operated roller hockey programs for youth and adults at the Dave Potell Memorial Sports Facility, a fenced-in roller hockey rink located on the grounds of North Hollywood Recreation Center at 11455 Magnolia Boulevard, North Hollywood, CA 91601 since 2018. Prior to 2018, the roller hockey rink had fallen into disrepair and was no longer safe to use. CSF approached the Department of Recreation and Parks (RAP) with an offer to repair the rink at their own expense in exchange for access to the rink to run their program. RAP agreed to the arrangement and issued CSF a temporary Right of Entry Permit for CSF to operate its program on a pilot basis to gauge community response and participation. The initial improvements performed by CSF were valued at approximately \$18,000.00. CSF has been offering affordable roller hockey programs to residents of the San Fernando Valley since 2004. CSF's program, which currently enrolls approximately 700 youth and adult players each year, proved to be a welcomed success in the community and supplemental program that RAP currently does not offer.

As a condition of the proposed ROE, CSF will continue to waive registration fees and provide all necessary safety gear free of charge to, at minimum, twenty youth ages four to sixteen years of age annually, and provide free hockey lessons to members of the community. In addition, CSF will be responsible for maintaining the rink and immediate surrounding area, including any repairs deemed necessary by RAP. CSF was previously approved by RAP to make certain repairs and resurface the hockey rink at their own expense, with the first phase of the repairs completed in January 2024 and the second phase anticipated to be completed in Summer 2024. These repairs are valued at approximately \$48,000.00.

Adult Ball Hockey participants pay \$150.00 per season and Adult Roller Hockey participants pay \$200.00 to participate in their respective leagues. Youth Roller Hockey participants pay \$200.00 to participate in the youth league. Additionally, CSF offers pick-up games for both Adult Ball Hockey and Adult Roller Hockey for a \$10.00 participation fee each week.

In order to offset costs incurred by RAP resulting from CSF's operation of its program, CSF will pay RAP a Cost Recovery Reimbursement Fee (CRRF) in the amount of \$1,464.00 annually (\$122 per month) for utilities, trash removal, and staff impacts.

CSF has received positive marks on previous performance reviews which RAP staff used to evaluate CSF and its program in several different areas, including the quality of programs offered,

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outreach, compliance with RAP safety standards, and CSF's adherence to the agreed-upon arrangements. Staff recommends that the Board approve the proposed ROE so that this positive working relationship can continue, allowing CSF to continue providing a quality recreational and athletic program for the benefit and enjoyment of the residents of North Hollywood and the surrounding communities. Approval of the proposed ROE will allow CSF's program to continue while staff and CSF work out the terms and conditions for a long-term agreement.

ENVIRONMENTAL IMPACT

The proposed Project consists of issuance of a license to use an existing structure, involving negligible or no expansion of use.

According to the parcel profile report retrieved April 18, 2024, this area resides in a liquefaction zone and a methane zone. The construction of this Project will not create conditions that could lead to liquefaction and since the project includes construction only on outdoors element, it is not likely to affect methane seepage. This site is not within a coastal, or historic preservation zone, so there is no reasonable possibility that the proposed Project may impact an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed Project. As of April 18, 2024, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) and the State Water Resources Control Board (SWCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Project site. They have listed RB Case # 916011061, RB Case # 916011043 and Case SLT43706704 near the Project area (within 1,000 feet). RB Case # 916011061, RB Case # 916011043 are leaking underground storage tanks in former gas stations. The SWRB closed case # 916011061 in 2011, and case # 916011043 in 2021. Case SLT43706704 is a former rental car parking lot which was previously a gas station, a car repair and a cleaner. It has gone through remediation, but it is still under the DTSC oversight, waiting for final closure. None of these cases is listed as a hazardous waste site under Government Code Section 65962.5. According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the proposed Project or within its site. Furthermore, the proposed Project is not located in proximity of a known historical resources and will not cause a substantial adverse change in the significance of any historical resource.

Based in this information, RAP staff recommends that the Board of Recreation and Park Commissioners (Board) determines that the proposed Project is categorically exempt from the provisions of the CEQA pursuant to Article 19, Section 15301 of California CEQA Guidelines and Article III, Section 1, Class 1(14) of City CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk and the California Office of Planning and Research upon Board's approval.

FISCAL IMPACT

The Project will have no fiscal impact on the RAP General Fund, as the Community Sports Foundation is a self-sustaining program, and events and activities are funded through registration

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fees and private donations, at no cost to RAP.

STRATEGIC PLAN INITIATIVES AND GOALS

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

Strategic Plan Goal 2- Offer Affordable and Equitable Recreation Programming

Outcome 1- Improved health and social equity for young Angelenos

This Report was prepared by Melissa Bettis, Management Analyst, Partnership Section.

LIST OF ATTACHMENTS/EXHIBITS

- 1) Proposed Right of Entry Permit

BOARD OF COMMISSIONERS

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ASSISTANT GENERAL MANAGER

(213) 202-2633

Attachment 1

June _____, 2024

Community Sports Foundation, Inc.
Mr. Frank Dalessandro, Director
11856 Balboa Boulevard
Granada Hills, CA 91344

RE: TEMPORARY, REVOCABLE RIGHT OF ENTRY PERMIT TO COMMUNITY SPORTS FOUNDATION TO UTILIZE THE DAVE POTELL ROLLER HOCKEY RINK AT NORTH HOLLYWOOD RECREATION CENTER FOR THE OPERATION OF YOUTH AND ADULT ROLLER HOCKEY PROGRAMS – PERMIT NO. PD-ROE-164

Dear Mr. Dalessandro:

The City of Los Angeles (CITY), Department of Recreation and Parks (RAP), hereby issues this temporary, revocable right-of-entry Permit No. PD-ROE-164 (PERMIT) to **Community Sports Foundation, Inc.**, a 501(c)(3) California non-profit corporation, and any contractors, sub-contractors, vendors, and/or volunteers performing activities or work relative to the programs and services provided by **Community Sports Foundation, Inc.** (collectively referred to herein as "PERMITTEE"), granting authorization for PERMITTEE to enter park property known as **North Hollywood Recreation Center** ("PARK"), located at **11455 Magnolia Boulevard, North Hollywood, California 91601** ("PREMISES"), to utilize the **Dave Potell Roller Hockey Rink** depicted on the site plan attached hereto and incorporated herein by reference as Exhibit A, for the operation of youth and adult roller hockey leagues, an adult ball hockey league, and related recreational activities including tournaments and pick up games for the benefit and enjoyment of the general public ("PROGRAM").

Pursuant to the terms and conditions of this PERMIT, PERMITTEE is obligated and agrees to be solely responsible for all costs associated with the operation and maintenance of the PREMISES and PROGRAM, at no cost to CITY/RAP. PERMITTEE shall be required to obtain, at its sole expense, any and all operating permits and/or licenses that may be required in connection with its operations, including but not limited to, building permits, tax permits, business licenses, health permits, certifications, etc.

This PERMIT is issued and shall be executed with the understanding and concurrence of PERMITTEE, that the issuance of this PERMIT was performed in the anticipation of a more formal, long-term agreement being prepared and executed during, and prior to the

expiration, of the TERM of this PERMIT, subject to approval by the Board of Recreation and Park Commissioners (“BOARD”), City Council, and the Office of the City Attorney. PERMITTEE is obligated and agrees to be solely responsible for all costs associated with the operation and maintenance of the PREMISES and PROGRAM.

This PERMIT is issued subject to the following conditions:

1. PERMISSION GRANTED

Permission is granted to PERMITTEE to operate the PROGRAM at the PREMISES, as described herein and in the Program Description attached hereto and incorporated herein by reference as Exhibit B, pursuant to the terms and conditions of this PERMIT and applicable RAP Policies.

2. PREMISES DEFINED

The PREMISES authorized for use by PERMITTEE is the fence-enclosed roller hockey rink commonly referred to as the **Dave Potell Roller Hockey Rink**, located within City owned, dedicated park property known as **North Hollywood Recreation Center (“PARK”)**, located at **11455 Magnolia Boulevard, North Hollywood, CA 91344**, as depicted by Exhibit A, to be used for the purposes of the PROGRAM in accordance with the terms and conditions of this PERMIT.

3. PERMIT TERM

The performance period for PERMITTEE’s authorized use of the PREMISES (referred herein as “TERM”) shall be twelve (12) months from July 1, 2024 to June 30, 2025, or upon the execution of a formal agreement, subject to PERMITTEE’s compliance with the terms and conditions of this PERMIT.

4. PERMITTED USES, OBLIGATIONS and RESTRICTIONS

The PREMISES shall be used by PERMITTEE for PROGRAM purposes only, during the months, days, and operating hours specified in Section 5 below. PERMITTEE is authorized to use the PREMISES in accordance with the following conditions:

- a. The PREMISES shall be used solely for the operation of the PROGRAM consisting of youth and adult ball hockey leagues, youth and adult roller hockey leagues, tournaments, games, and practices associated with the leagues, as well as other skating events including pick-up games and free youth hockey lessons, and any additional PROGRAM related events for the recreational benefit of the general public.
- b. PERMITTEE shall not sublet or issue any permit for use of the PREMISES, including, but not limited to, birthday parties, private celebrations, and/or non program related functions; PREMISES shall not be used for any purpose other than those specified in Section 4.a without advance written authorization by RAP.

- c. PERMITTEE shall be responsible for all costs related to the operation of the PROGRAM throughout the TERM, and shall be responsible for the payment of related Cost Recovery Reimbursement Fees (CRRF) to RAP, as specified in Section 8 below.
- d. PERMITTEE shall provide all equipment, supplies, and materials for the PROGRAM, at no cost to RAP.
- e. As a benefit to the community, PERMITTEE will waive registration and league fees for, at minimum, twenty (20) youth ages 4-16 each year. In addition, PERMITTEE shall provide equipment and properly fitted safety gear free of charge to all youth participants that are unable to provide their own. Safety gear includes, but is not limited to, caged helmets, gloves, shoulder pads, girdle/pants, elbow pads, shin guards, skates, and sticks.
- f. PERMITTEE may use the existing metal storage container on the PREMISES for the storage of PROGRAM equipment. PERMITTEE agrees that it shall be solely responsible for the security and maintenance of the container and its contents. RAP shall bear no responsibility for any damage to the container nor the contents inside and PERMITTEE chooses to store items in the container at PERMITTEE's own risk.
- g. Ensure that no photographs of minors or depiction of their likeness is included in any publication without obtaining prior written consent from the child's parent or legal guardian.
- h. Alcoholic Beverages. The dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages) shall not be permitted on the PREMISES.
- i. Provide sufficient staff and/or volunteers necessary to perform the operation of the PROGRAM, including the provision of services as agreed to herein, providing all materials, supplies, equipment, and funds necessary to operate to the reasonable satisfaction of CITY.
- j. Be 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 PERMIT.
- k. No merchandise shall be sold or authorized to be sold on the PREMISES, unless authorized in writing by RAP in accordance with RAP Policies.
- l. Provide RAP with the opportunity to review and approve any proposed future fee increases in order to ensure that such tuition or fees shall remain reasonably affordable for the community.

- m. Fund and cause to be performed, certain physical improvements to the PREMISES, including but not limited to the resurfacing of the roller rink floor and the repair and enhancement of the roller rink perimeter's wooden support structures and boards, as more fully described by Exhibit D, and originally valued at Twenty-Five Thousand Dollars (\$25,000.00). Due to unforeseen complications and additional repairs, the work is now valued at approximately Forty-Eight Thousand Dollars (\$48,000.00). It is understood and agreed by PARTIES, that PERMITTEE shall complete said improvements to the PREMISES within six months from the date of execution of this PERMIT, subject to approval of the plans and specifications by RAP's Planning, Maintenance, and Construction Branch.
- n. PERMITTEE is solely responsible for creating and enforcing protocols ensuring all persons participating in PROGRAM activities on the PREMISES comply with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors, and subcontractors engaging in the PERMITTED USES described herein, including maintenance, such as, certifications, licensing, California DOJ background checks, LiveScan fingerprinting, and including, but not limited to compliance with California Assembly Bill 506. PERMITTEE shall, at its sole expense, obtain and maintain information and documentation verifying its compliance with this provision and the results of such compliance and provide such information and documentation to RAP upon request.
- o. PERMITTEE shall comply with all RAP policies and procedures as well as all Federal, State, County, and local regulations, ordinances, orders, and mandates, including but not limited to health and safety ordinances, orders and guidelines related to COVID-19 and vaccination mandates in connection thereto, and background checks and fingerprinting for any volunteer or paid staff participating in the PROGRAM on the PREMISES, throughout the TERM of this PERMIT. In doing so, PERMITTEE shall maintain regular communication with RAP staff to ensure PERMITTEE's compliance with such policies, procedures, regulations, orders and requirements, and PERMITTEE shall be solely responsible for all costs related to ensuring such compliance.
- p. Employees of PERMITTEE and/or persons working on its behalf, including, but not limited to, subcontractors and volunteers (collectively, "Contractor Personnel"), while performing services under this PERMIT and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose

COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, PERMITTEE shall obtain proof that such Contractor Personnel have been fully vaccinated. PERMITTEE shall retain such proof for the period of retention of all records under this PERMIT. PERMITTEE shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If PERMITTEE wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, PERMITTEE shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by PERMITTEE. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, PERMITTEE shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

5. DAYS AND PERIODS OF USE

PERMITTEE shall, and shall cause any of its authorized third parties utilizing the PREMISES during the days and hours allocated to the PERMITTEE described below, to abide by the terms and conditions expressed in this PERMIT, 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 PERMITTEE at all times while such third-party is present at the PREMISES, and RAP on-site staff shall be made aware in advance of such third-party activities occurring.

- a. PERMITTEE’s use of the PREMISES shall only be during the following days and hours (“PERMITTED TIMES”):

Monday through Friday	3:30pm to 10:30pm
Saturday	8:00am to 10:30pm
Sunday	8:00am to 10:30pm

- b. PERMITTEE shall be allowed to enter the PREMISES one hour before and stay one hour after operating times for set-up and clean-up purposes.
- c. PERMITTEE is aware that PARK staff is unavailable on Sundays and Federal Holidays and that the PARK is subject to closures without warning at the sole discretion of RAP.

- d. RAP reserves the right to use the PREMISES during hours of PARK operations, for its own programs and other purposes as deemed necessary by RAP while the PREMISES is not being used by PERMITTEE. Any third-party requested use for the PREMISES outside of PERMITTED TIMES described above must be processed through the PARK Director-in-Charge (DIC), subject to standard RAP Rates and Fees and protocols.
- e. PERMITTEE shall not utilize PREMISES during hours other than the authorized PERMITTED TIMES without RAP's prior written authorization. PERMITTEE is authorized by this PERMIT to operate the PROGRAM within the PREMISES footprint only, and cooperate with RAP personnel and staff on all matters relative to the conduct of PROGRAM operations or any other activity, event, and/or special use conducted by PERMITTEE, including concerns related to parking, traffic, security, and public/participant attendance at the PREMISES.
- f. Any use of the PARK grounds outside of the PREMISES shall be through a Facility Use Permit request submitted in advance of any such use, to the DIC which may be subject to issuance of a separate permit with applicable fees determined at the sole discretion of RAP.
- g. Authorized representatives, agents, and employees of RAP shall have the right to enter the PREMISES at any and all times for the purpose of inspections, emergency response, or other RAP matters not pertaining to RAP's use of the PREMISES. In the event of RAP's proposed use of the PREMISES for its own programs and activities, or use by a third-party, RAP shall provide PERMITTEE with fourteen (14) days advance notice in writing. RAP and PERMITTEE shall discuss and coordinate such requests for use of the PREMISES to confirm reasonable arrangements in order to avoid any inconvenience or hardship to PERMITTEE, and maintain reasonable public access to the PREMISES. In no event shall CITY be responsible or liable to PERMITTEE for any inconvenience, disturbance, or other damage to PERMITTEE 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.
- h. CITY makes no warranties whatsoever regarding the condition of the PREMISES. PERMITTEE has inspected the PREMISES and found it suitable for PERMITTEE's purposes. CITY shall not be liable for any personal injury or damage to property which PERMITTEE or its guests or invitees may incur, regardless of the cause thereof. PERMITTEE hereby releases CITY from all such liability, it being the intent of the Parties that PERMITTEE 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 PERMITTEE's right to conduct such activities at the PREMISES by providing written notice to PERMITTEE 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 PERMITTEE of same.

- i. It is understood by PARTIES that the PREMISES is located in a public park and therefore shall not be considered exclusive to the PERMITTEE, nor shall access to the PREMISES be restricted to the general public during the PERMITTEE's normal operating hours as long as such public access does not disrupt PERMITTEE's operation of the PROGRAM, or while the PREMISES is under the supervision or operation of RAP.

6. PARKING

During the TERM of this PERMIT and during PERMITTED TIMES specified in Section 5 of this PERMIT, PERMITTEE, its staff, and public patrons and/or guests, whether or not involved in PERMITTEE activities within the PREMISES, shall have the non-exclusive right without charge to park vehicles within any available parking spaces on a first-come-first-served basis. Exclusive or designated parking shall not be allowed. Parking lot is shared with the public and RAP staff.

7. MAINTENANCE OF PREMISES

During the TERM of this PERMIT, and subject to the terms and conditions contained herein, PERMITTEE, at its sole cost and expense, shall maintain the PREMISES in a good working condition and repair as needed, and shall perform such functions of maintenance and/or repair of the PREMISES as described herein.

- a. PERMITTEE 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 PERMITTEE, and regardless of cause.
- b. PERMITTEE, in performing all required maintenance and repair of the PREMISES, shall provide all staff, materials, supplies, equipment, and funds necessary to perform such maintenance and repair appropriately to the satisfaction of RAP, whether through PERMITTEE personnel or

contracted vendors. However, all required repairs shall be performed by qualified personnel, subject to applicable certifications and licenses as determined by RAP. All maintenance and/or repairs shall be performed to the reasonable satisfaction of CITY and in consultation with RAP. Prior review and written approval by RAP is required before any such repair work is performed, with the exception of emergencies and matters impacting public safety.

- c. PERMITTEE shall perform the following maintenance duties on a daily basis:
 - i. Maintain PREMISES in a clean condition removing all debris and trash, preventing such trash and/or debris from accumulating upon said PREMISES such that it is clearly visible to public view;
 - ii. Pick up and dispose of trash and debris whether by PERMITTEE activity or activity of a contracted vendor;
 - iii. 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.
 - iv. PERMITTEE shall be responsible for maintaining existing landscape and irrigation including repairs.
- d. PERMITTEE 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. PERMITTEE shall be responsible for securing PERMITTEE'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 PERMITTEE personal property before, during, or after PERMITTED TIMES.
- f. PERMITTEE shall immediately repair, or cause to be repaired, any damages to the PREMISES which occur during PERMITTEE's operations and/or are a risk to public safety, or that is caused by PERMITTEE's contractors or vendors. PERMITTEE acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the PREMISES immediately cease. To the extent that needed repairs are not made, PERMITTEE waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.

- g. PERMITTEE shall be responsible for providing and funding all as-needed maintenance services, including but not limited to custodial service, response to infestations, and any maintenance and repair resulting from vandalism and/or graffiti within the PREMISES.
- h. RAP shall grant utility service connections as may be necessary for PERMITTEE's successful operation of the PROGRAM, provided that the granting of said connections shall be at no cost to CITY. PERMITTEE shall reimburse RAP when required, through the payment of Cost Recovery Reimbursement Fees as noted in Section 8 of this PERMIT. Should RAP determine that certain utility preventive maintenance and/or repair work is required to be performed outside of the PREMISES which may impact such utility services to the PREMISES, RAP will provide PERMITTEE with reasonable advance notice. However, in such cases involving an immediate emergency response by RAP, RAP shall not be held liable for any loss of revenue or interruption of the PROGRAM, if advance notice to the PERMITTEE is not possible in a timely manner.
- i. PERMITTEE shall keep and maintain the exterior walls, roof, and structural members of any buildings within the PREMISES in good condition and repair, at PERMITTEE's sole cost and expense, and no cost to CITY. PERMITTEE shall notify RAP in advance of any required or planned major repair work for review and approval, at minimum thirty (30) prior to any such work being performed, with the exception of emergencies which may impact public safety, when prior review and approval by RAP is not feasible.
- j. **City Not Obligated to Maintain or Repair.** Except as may be expressly provided in this PERMIT, in no event shall CITY be required to repair or obligated to perform any maintenance, or to make any repairs, changes, alterations, additional, improvements or replacements of any nature whatsoever, on the PREMISES or the improvements thereon, or any part thereof, at any time during the TERM of this PERMIT.
- k. Repairs by CITY. If PERMITTEE requests CITY to provide any repairs, services or maintenance, PERMITTEE shall pay for such repairs, services, or maintenance at actual cost, including costs incurred by City, as determined by RAP. CITY may require a cash deposit in advance.
- l. Emergency Repairs by PERMITTEE. PERMITTEE shall be allowed to perform emergency maintenance repairs within the PREMISES, as required to prevent hazardous conditions and ensure the safety of the public. PERMITTEE shall provide notification to RAP of any such needed repairs within forty-eight (48) hours from completion of the required work.

m. Alterations and Improvements. No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PREMISES without prior written authorization by CITY. PERMITTEE shall provide CITY with detailed information and specifications for review and written approval by CITY, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by CITY. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of PERMITTEE.

8. CONSIDERATION AND CRRF

Pursuant to the terms and conditions of this PERMIT, the consideration for this PERMIT in exchange for PERMITTEE's use of the PREMISES, shall be the provision of recreational **youth and adult ball and roller hockey programs and related events** for the benefit of the general public at no cost to the CITY, including but not limited to, PERMITTEE's maintenance and/or repair of the PREMISES. CITY shall have no responsibility for payment of any charges related to the provision of the PROGRAM by PERMITTEE at the PREMISES. Additionally, PERMITTEE's use of the PREMISES shall be subject to applicable BOARD approved cost recovery reimbursement fees, as described below.

- a. Cost Recovery Reimbursement Fee. During the TERM of the PERMIT, PERMITTEE shall pay a Cost Recovery Reimbursement Fee ("CRRF") to RAP for costs incurred by RAP, which are associated with PERMITTEE's use of the PREMISES and not paid directly to respective service providers, as further described below. The total monthly CRRF is **One Hundred Twenty-Two Dollars (\$122.00)** due by the 10th of each month. The amount may be subject to change with advance written notice from RAP to PERMITTEE no less than sixty (60) calendar days. A breakdown of the total CRRF is provided below in each CRRF category. The following is an itemization of each CRRF category with corresponding individual fees which together sum to the total CRRF amount above.
- b. Utilities. Pursuant to RAP policy regarding utility payments for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the BOARD on July 13, 2011 (Report No. 11-202), the cost of utility services used by PERMITTEE's operations at the PREMISES (electricity, water) shall be the sole responsibility of PERMITTEE. Such utility expenses shall be reimbursed to RAP by PERMITTEE through CRRF payments described above. The monthly CRRF for Utility services is **Forty-One Dollars (\$41.00)**, which is included in the total monthly CRRF amount in paragraph 8(a) above.

- c. Trash and solid waste disposal. Pursuant to RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborations, approved by the BOARD on February 1, 2012 (Report No. 12-028), removal of waste, trash and recyclables related to PERMITTEE's operations at the PREMISES shall be at the sole expense of the organization. Waste disposal services may be either obtained by PERMITTEE through services provided by a non-RAP provider with related expenses paid directly to such service provider, or through RAP provided waste management services, with such expenses recovered by RAP through CRRF reimbursements. The monthly CRRF for trash and solid waste disposal is **Twelve Dollars (\$12.00)**, which is included in the total monthly CRRF amount in paragraph 8(a) above.
- d. Staff Impact. Pursuant to RAP policy regarding Staff Impacts, related to the impact on RAP staff by non-profit organization's activities and operations on park property, approved by the BOARD on July 19, 2012 (Report 12-217), PERMITTEE shall pay RAP a monthly Staff Impact Fee in the amount of **Sixty-Nine (\$69.00)**, which is included in the total monthly CRRF amount in paragraph 8(a) above.
- e. Telephone and data lines. PERMITTEE shall be responsible for the cost of telephone and data lines utilized on the PREMISES, and shall pay the service provider directly for such services. CITY shall bear no costs in regards to the telephone and data lines used by PERMITTEE on the PREMISES.
- f. Cost Recovery Reimbursement Fee Payments. Payment of Cost Recovery Reimbursement Fees may be made by ACH/Wire Transfer, or check, money order, or cashier check made payable to "City of Los Angeles Department of Recreation and Parks." PERMITTEE is wholly responsible for timely payment of CRRF regardless of written notification, which is not required. Payments are to be mailed to:

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

9. INSURANCE

PERMITTEE, their contractors, and sub-contractors, is/are insured and shall additionally insure CITY for the coverage(s) specified on Form 146R, attached hereto and incorporated herein by reference as Exhibit B. PERMITTEE shall maintain during the TERM of this PERMIT, evidence of insurance acceptable to

City Administrative Officer (CAO) Risk Management, prior to PERMITTEE's occupancy and use of the PREMISES.

Instructions for completing, executing, and submitting evidence of insurance to the City Risk Manager are attached hereto and incorporated herein by reference as Exhibit C.

10. INDEMNIFICATION

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, PERMITTEE 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 PERMITTEE'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 PERMITTEE, 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 PERMIT. This provision will survive expiration or termination of this PERMIT.

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

PERMITTEE 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 PERMIT and PERMITTEE 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 PERMITTEE's performance under this PERMIT, 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. PERMITTEE further promises and agrees to indemnify and hold CITY harmless from any and all damages resulting from the contraction of COVID-19.

11. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL SENSITIVITY

PERMITTEE agrees that the PREMISES shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth herein. PERMITTEE 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 on 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 the City of Los Angeles, RAP or PERMITTEE to any governmental agency or third party under applicable statute. No lead or oil-based paint, paint thinner, varnishes, lacquers and/or stain shall be brought onto or stored on the PREMISES.

PERMITTEE must operate the PREMISES in an environmentally sensitive manner and must comply with RAP policies regarding protection of the environment. PERMITTEE shall not use or allow the use of environmentally unsafe products of any kind on the PREMISES.

12. SIGNAGE

No signs or banners of any kind shall be displayed by PERMITTEE 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 PERMITTEE's expense, of any sign previously approved by RAP and installed, or caused to be installed, by PERMITTEE.

13. PUBLICITY

Should there be the need, CITY and PERMITTEE 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 PERMIT, the use of the PREMISES or promotion of the PROGRAM, or construction of any improvements at the PREMISES in connection with this PERMIT or PROGRAM, except as may be legally required by applicable laws, regulations, or judicial order. Such cooperation and coordination shall occur prior to the release of any such press release or public announcement(s). CITY and PERMITTEE agree to notify each other in writing prior to the release or use of any press release, public announcement, marketing or promotion of the PREMISES with respect to the PERMITTEE's use of the PREMISES. Further, any such press release, public announcement, marketing materials, or brochures prepared by PERMITTEE shall appropriately acknowledge the contributions of both CITY and PERMITTEE. To the extent stipulated in any grant agreement, with respect to the PROGRAM and the use of the PREMISES in connection thereto, the CITY and PERMITTEE 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 PERMITTEE shall coordinate the scheduling and organization of any public or media event with respect to the PROGRAM and the use of the PREMISES in connection thereto, to provide the opportunity for attendance and participation by officials and/or representatives of both CITY and PERMITTEE; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or PERMITTEE, in whole or in part, with respect to the PROGRAM and the use of the PREMISES in connection thereto, shall contain any acknowledgements required under any grant agreement.

14. WAIVER OF DAMAGES

PERMITTEE 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 pursuant to this PERMIT, and releases and discharges the CITY from any claims therefore.

15. SAFE PRACTICES

PERMITTEE shall correct violations of safety practices during its PERMITTED USES 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), PERMITTEE must notify the RAP contacts referenced in Section 18 as soon as possible but no later than twenty-four (24) hours after PERMITTEE 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. PERMITTEE 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 therefore. PERMITTEE shall keep internal documentation of the incident(s) occurring during the previous two (2) years and provide RAP with such information upon request.

16. SUSPECTED CHILD ABUSE

PERMITTEE must promptly contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at the PREMISES. PERMITTEE shall notify the RAP contacts specified in Section 18 within 24 hours after a report has been made.

17. PERMIT NOTIFICATIONS

Should PERMITTEE desire modifications to this PERMIT, time extensions, or require additional work to be performed, etc., such requests for said modifications and/or additions shall be submitted in writing to:

City of Los Angeles Department of Recreation and Parks
c/o Partnership Section
221 North Figueroa Street, Suite 180
Los Angeles, California 90012
Phone: (213) 202-5600
Email: rap.partnerships@lacity.org

18. PRIMARY CONTACTS

PERMITTEE's primary contact shall be:

Community Sports Foundation, Inc.
Frank Dalessandro, Director
11856 Balboa Boulevard #107
Granada Hills, California 91344
Email: Frank@CommunitySportsFoundation.org
Phone: 818-360-4302

RAP's primary contacts shall be:

Juan Aynat, Principal Recreation Supervisor I
Valley Region
6335 Woodley Avenue
Van Nuys, California 91406
Email: Juan.Aynat@lacity.org
Phone: 818-756-8060

Gus Sedano, Senior Recreation Director
North Hollywood Recreation Center
11430 Chandler Boulevard
North Hollywood, California 91601
Email: Gus.Sedano@lacity.org
Phone: 818-763-7651

19. RATIFICATION

At the request of RAP, and because of the need therefore, PERMITTEE began performance of the responsibilities herein required, prior to the execution hereof. By execution of this PERMIT, RAP hereby accepts such service(s) and related activities, subject to all the terms, covenants, and conditions of this PERMIT, and ratifies its agreement with PERMITTEE and authorization for such services and activities to occur as stated herein.

20. REVOCATION OF PERMIT

RAP may revoke this PERMIT at any time should PERMITTEE not comply with the terms and conditions contained herein, or for reason beyond RAP's control, due to emergency, or convenience. Upon receipt of a written notice of revocation, PERMITTEE agrees to discontinue occupancy of the PREMISES and/or any activity being performed on or within the PREMISES.

21. NON-DISCRIMINATION

PERMITTEE shall not discriminate unlawfully against any individual because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. PERMITTEE shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

PERMITTEE agrees that in the event of breach of any of the above nondiscrimination covenants, with proper notification as per Section 14, RAP shall have the right to terminate this PERMIT and to reenter and repossess said land and the facilities thereon and hold the same as if said PERMIT had never been executed.

22. NO JOINT VENTURE OR AGENCY RELATIONSHIP

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

23. ENTIRE PERMIT

This PERMIT sets forth all of the rights and duties of the PARTIES with respect to the subject matter hereof, and replaces any and all previous permits or understandings, whether written or oral, relating thereto.

24. ACCEPTANCE

To indicate PERMITTEE's acceptance of the terms and conditions herein, an authorized representative of PERMITTEE must sign on signature block below, retain a copy for PERMITTEE's files, return the signature page with the original signature to the Partnership Section at the address stated in Section 13, and have filed evidence of required insurance with the City Risk Manager as indicated in Section 9 of this PERMIT.

Community Sports Foundation
PD-ROE-164
May 28, 2024
Page 17 of 26

Sincerely,

BRENDA AGUIRRE
Assistant General Manager
Special Operations Branch

BA/MV/JA:vp/mb

Attachments: Exhibit A: Site Map
Exhibit B: Program Description
Exhibit C: Insurance Requirements and Submission Instructions
Exhibit D: Scope of Work for rink resurfacing

[SIGNATURE EXECUTION PAGE FOLLOWS]

SIGNATURE EXECUTION PAGE

TEMPORARY, REVOCABLE RIGHT OF ENTRY PERMIT TO **COMMUNITY SPORTS FOUNDATION, INC.**, TO UTILIZE **THE DAVE POTELL ROLLER HOCKEY RINK, AT NORTH HOLLYWOOD RECREATION CENTER** – PERMIT NO. PD-ROE-164

As the authorized representative of **Community Sports Foundation, Inc.**, I hereby accept the terms and conditions of the Right of Entry Permit contained herein:

Permittee Signature

Date

Permittee Name (print)

Title

PERMIT VALIDATION:

Permit Validation Date

Signature

Date

RAP Representative Name

Title

EXHIBIT A Site Map

The PREMISES consists of the **Dave Potell Roller Hockey Rink and adjacent storage container**, as depicted by the photos below. PERMITTEE is allowed use of common area park grounds for ingress-egress and parking purposes in spaces designated for parking vehicles, as described in **Section 6** of this PERMIT.



EXHIBIT B
Program Description

Community Sports Foundation, Inc. (CSF) has been creating youth programs for over 20 years in Southern California. CSF has restored old abandoned facilities from Orange County to the San Fernando Valley and created programs for thousands upon thousands of youth participants. CSF provides FREE equipment, head to toe, for any youth that wants to participate and also will waive fees for youth participants that cannot afford them without the need for parents/guardians to provide additional information.

One of CSF's core beliefs is that it is important for the kids today to get off their computers, get outside and just be kids; through their programs kids will just be kids and have fun, make lifelong friends and get some exercise.

CSF provides the opportunity for youth to learn how to skate and play hockey through free lessons. Once they have learned the fundamentals of skating and hockey, participants are able to play in the youth ball and roller hockey leagues and tournaments and participate in free skate sessions and pick up games. Additionally CSF offers the opportunity for adults to play in ball and roller hockey leagues, tournaments, and pick up games.

Exhibit C
Insurance Requirements

Form Gen. 146 (Rev. 6/12)



Required Insurance and Minimum Limits

Name: Community Sports Foundation, Inc. Date: 04/12/2024

Agreement/Reference: ROE - For the Operation of a Roller Hockey Program at North Hollywood Recreation Center

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
<hr/>	
<input checked="" type="checkbox"/> Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u>
	EL <u>1,000,000</u>
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	
<hr/>	
<input checked="" type="checkbox"/> General Liability <u>City of Los Angeles must be named as an Additional Insured Party</u>	1,000,000
<input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Sexual Misconduct <u>1,000,000</u> <input type="checkbox"/> Fire Legal Liability _____ <input type="checkbox"/> _____	
<hr/>	
___ Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	_____
<hr/>	
___ Professional Liability (Errors and Omissions)	_____
Discovery Period _____	
<hr/>	
___ Property Insurance (to cover replacement cost of building - as determined by insurance company)	_____
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Flood _____ <input type="checkbox"/> Builder's Risk <input type="checkbox"/> Earthquake _____ _____	
<hr/>	
___ <input type="checkbox"/> _____	_____
<hr/>	
___ Surety Bonds - Performance and Payment (Labor and Materials) Bonds	100% of the contract price
___ Crime Insurance	_____

Other: Provided to: Melissa Bettis
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.

**CITY OF LOS ANGELES
INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS**

(Share this information with your insurance agent or broker.)

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

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

3. **Acceptable Evidence and Approval** Electronic submission is the preferred method of submitting your documents. **Track4LA™** is the CITY’s online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. **Track4LA™** advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California, may be accepted, however ***submissions other than through Track4LA™ will significantly delay the insurance approval process as documents will have to be manually processed.*** All Certificates must provide a thirty (30) days’ cancellation notice provision (ten (10) days for non-payment of premium) AND an Additional Insured Endorsement naming the CITY an additional insured completed by your insurance company or its designee. If the policy includes an automatic or blanket additional insured endorsement, the Certificate must state the CITY is an automatic or blanket additional insured. An endorsement naming the CITY an Additional Named Insured and Loss Payee as Its Interests May Appear is required on property policies. All evidence of insurance must be authorized by a person with authority to bind coverage,

whether that is the authorized agent/broker or insurance underwriter. Completed Insurance Industry Certificates other than ACORD 25 Certificates are sent electronically to CAO.insurance.bonds@lacity.org.

Additional Insured Endorsements DO NOT apply to the following:

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

Verification of approved insurance and bonds may be obtained by checking Track4LA™, the CITY's online insurance compliance system, at <http://track4la.lacity.org>.

4. **Renewal.** When an existing policy is renewed, have your insurance broker or agent submit a new Acord 25 Certificate or edit the existing Acord 25 Certificate through Track4LA™ at <http://track4la.lacity.org>.

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

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

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

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

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the

state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). **A Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

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

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

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 D

Firefox

about:blank

Rink Repair Scope of Work



7/13/23

TO: The Cage Roller Hockey Rink
Frank Dalessandro
PHONE: 818-360-4302
EMAIL: Frank@CageHockey.com

FROM: Brian Hoggard, Beynon Sports
PHONE: (714)-713-0058
EMAIL: Brian@Zainotennis.com

Project: 23-14671 - R- Hockey Rink
Beynon Sports is pleased to present this proposal to resurface 1 roller hockey rink at
11455 W. Magnolia Boulevard North Hollywood, CA 91601

RESURFACE 1 ROLLER HOCKEY RINK

Scope:

Resurfacing one (1) Roller Hockey Rink

- Grind as needed.
- Pressure wash entire rink surface at 3,000 psi to remove blistered and loose surface coatings.
- Wash and thoroughly clean rink surface.
- Level, and patch birdbaths up ¼ inch.
- All major saw cuts shall be ground level, cleaned, tack coated, and hand filled with Plexipave's court patch binder.
- All imperfections in the concrete surface such as spalls, pop-outs, broken areas, and chipping shall be repaired. We cannot guarantee against the occurrence of any new spalls.
- **Cracks are a result of the foundation, and the surface coatings will not eliminate cracks. The cracks will reappear.**
- Apply special primer at all areas repaired.
- Apply one filler coat of Deco Street Ice Coating Special Acrylic Resurfacer with #60 manufactured grit sand.
- Surface rink by using a 3-coat Deco Street Ice acrylic color system.
- First coat with #60 manufactured grit sand.
- Final two coats with roll-on hockey sealer.
- This is a total of a 4-coat system.
- Precoat and stripe hockey lines with Plexipave Textured Hi Hide RED Line Paint.
- Precoat and stripe hockey lines with Plexipave Textured Hi Hide BLUE Line Paint.
- Precoat and stripe basketball lines with Plexipave Textured Hi Hide WHITE Line Paint.
- Rink color to be in Deco Street Ice Coating "Ice Blue".

Cost: **\$ 20,475.00**

Exclusions:

- This quotation excludes any design costs, bonds, prevailing wage rates, union or labor law levies, agency approval or associated fees, protection of sports surface after completion, permits (owners responsibility), moving/removal/replacing any utilities to include sprinklers, traffic control, surveys, testing, inspections, inspectors, electrical, engineering, remediation of unsuitable soils, owner is responsible for any landscaping repairs/renovations needed, multiple mobilizations, logos or other unforeseen costs. Repair and filling of the four (4) gaps on the single corner is not covered by warranty.
- **Exclusion: Repairs on any birdbath or low spot area exceeding 1/4inch in depth.**
- Beynon Sports is a licensed contractor in the State of California # 883198 A, C-15, C-32, C-61 / D-12
- Beynon Sports acknowledges all Applicable Wages, Applicable Taxes, Per Diem and Travel Time
- Beynon Sports is a member of the American Sports Builders Association and maintains Certified Builders on staff
- Pricing is valid for 30 days
- Beynon Sports DIR registration number: 1000004698

Beynon / Zaino
4668 N. Sonora Ave., Suite 101
Fresno, CA, USA 93722
T: 559-237-2590 - F: 559-237-2431 - E: info@beynonports.com
beynonports.com



1/24/24

TO: The Cage Roller Hockey Rink
 Frank Dalessandro
 PHONE: 818-360-4302
 EMAIL: Frank@CageHockey.com

FROM: Connor Coury, Beynon Sports
 PHONE: (760)-710-1813
 EMAIL: Ccoury@beynonsports.com

Project: Change Order #1 - Hockey Rink Surface Removals
 Beynon Sports is pleased to present this change order for 11455 W. Magnolia Boulevard North
 Hollywood, CA 91601

CHANGE ORDER #1	
Scope:	<p><u>Change Order (1) Roller Hockey Rink</u></p> <p><u>Equipment Rental</u></p> <ul style="list-style-type: none"> • (2) Planetary Grinders • (1) Ride On Scraper <p><u>Scope</u></p> <ul style="list-style-type: none"> • Grind as needed to remove all existing surface coatings. • Pressure wash entire rink surface at 10,000 psi to remove all surface coatings. • Wash and thoroughly clean rink surface.
<u>Cost:</u>	<u>\$ 27,289.00</u>

- Exclusions:
- This quotation excludes any design costs, bonds, prevailing wage rates, union or labor law levies, agency approval or associated fees, protection of sports surface after completion, permits (owners responsibility), moving/removal/replacing any utilities to include sprinklers, traffic control, surveys, testing, inspections, inspectors, electrical, engineering, remediation of unsuitable soils, owner is responsible for any landscaping repairs/renovations needed, multiple mobilizations, logos or other unforeseen costs. Repair and filling of the four (gaps) on the single corner is not covered by warranty.
 - Exclusion: Repairs on any birdbath or low spot area exceeding 1/4inch in depth.
 - Beynon Sports is a licensed contractor in the State of California # 883198 A, C-15, C-32, C-61 / D-12
 - Beynon Sports acknowledges all Applicable Wages, Applicable Taxes, Per Diem and Travel Time
 - Beynon Sports is a member of the American Sports Builders Association and maintains Certified Builders on staff
 - Pricing is valid for 30 days

Beynon / Zaino
 4668 N. Sonora Ave., Suite 101
 Fresno, CA, USA 93722
 T: 559-237-2590 - F: 559-237-2431 - E: info@beynonsports.com
beynonsports.com