

# APPROVED

Nov 07 2021

## BOARD OF RECREATION AND PARK COMMISSIONERS

**BOARD REPORT**

NO. 24-236

DATE November 07, 2024

C.D. 8

### BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: JACKIE TATUM HARVARD RECREATION CENTER – AMENDMENT NO. 1 TO AGREEMENT NO. 4099 WITH PETE BROWN TENNIS FOR THE EXPANSION OF THE PREMISES TO ALLOW THE INSTALLATION OF AN EQUIPMENT SHED; CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTION 15301 [PERMITTING, LEASING, LICENSING, OR MINOR ALTERATION OF EXISTING PUBLIC OR PRIVATE STRUCTURES, FACILITIES, MECHANICAL EQUIPMENT, OR TOPOGRAPHICAL FEATURES, INVOLVING NEGLIGIBLE OR NO EXPANSION OF EXISTING OR FORMER USE] AND SECTION 15311 [PLACEMENT OF MINOR STRUCTURES ACCESSORY TO (APPURTENANT TO) EXISTING COMMERCIAL, INDUSTRIAL, OR INSTITUTIONAL FACILITIES] OF CALIFORNIA CEQA GUIDELINES AND ARTICLE III, SECTION 1, CLASS 1(14) AND CLASS 11(6) OF CITY 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Approved   X                        Disapproved \_\_\_\_\_                      Withdrawn \_\_\_\_\_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 First Amendment (First Amendment) to Agreement No. 4099 (Agreement) with the Pete Brown Junior Tennis Program (PBJTP) substantially in the form attached hereto as Attachment 1, to expand the Premises, as defined in Section 3 of the Agreement, to include the grass area adjacent to certain tennis courts located (Courts) and allow for the installation an equipment shed (Shed), subject to the approval of the City Council and the City Attorney as to form;
2. Determine that approval of the First Amendment and related actions (Project) is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 [Permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use] and Section 15311 [Placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities] of California CEQA Guidelines and Article

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III, Section 1, Class 1(14) and Class 11(6) of City CEQA Guidelines, and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk and the California Office of Planning and Research;

3. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing the NOE;
4. Authorize RAP staff to issue a Right of Entry Permit (ROE) to PBJTP and/or their selected vendors for the installation of the Shed at the location approved by RAP staff;
5. Direct the Board of Recreation and Park Commissioner (Board) Secretary to transmit the proposed First Amendment to the City Council and the City Attorney;
6. Authorize the Board President and Secretary to execute the First Amendment subsequent to all necessary approvals; and
7. Authorize RAP staff to make technical corrections in order to carry out the intent of the Board in approving this Report.

### SUMMARY

The Pete Brown Junior Tennis Program (PBJTP) currently operates its youth tennis program (Program) at Jackie Tatum Harvard Recreation Center (Center) under Agreement No. 4099 (Agreement), which is attached hereto as Attachment 2. The proposed amendment to the Agreement (First Amendment) is in response to a written request from PBJTP stating that it wishes to purchase, install, and maintain an equipment shed (Shed) on the grass area adjacent to the tennis courts at the Center. This Shed would allow PBJTP to store the equipment necessary to operate the Program. The Agreement as it currently stands does not include the grass area within the boundaries of the identified Premises, nor does it allow for the addition of a new structure.

The request for the expansion of the Premises and the installation of the Shed has been discussed with the Center Director-in-Charge, as well as Pacific Region maintenance and recreation staff, and all are supportive of this expansion of the Premises and the installation of the Shed, provided that PBJTP (i) purchase, install, and maintain the Shed utilizing their own funds, and (ii) commit to removing the Shed should it become a public hazard.

In 2023, PBJTP was integral in the securing of funds valued at approximately \$252,000.00 from the United States Tennis Association, which allowed for the rehabilitation and renovation of the Center's tennis courts. This project involved the patching and painting of eight tennis courts, installation of new nets, benches, windscreens, and shade structures; the Board approved these improvements on December 15, 2022 (Board Report No. 22-314).

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RAP staff recommends that the Board approve the proposed First Amendment authorizing the expansion of the Premises and the installation of the Shed as requested by PBJTP.

### ENVIRONMENTAL IMPACT

The proposed Project consists of permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities and location of a limited number of accessory structures.

According to the parcel profile report retrieved on October 17, 2024, this area resides in a liquefaction zone. The construction of this Project will not create conditions that could lead to liquefaction. This site is not within a coastal, methane, or historic 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 October 17, 2024, the State Department of Toxic Substances Control (DTSC) (Envirostor at [www.envirostor.dtsc.ca.gov](http://www.envirostor.dtsc.ca.gov)) and the State Water Resources Control Board (SWRCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Project site or any contaminated sites near the Project area (within 1,000 feet). According to the Caltrans Scenic Highway Map, there is no scenic highway located within – or in the vicinity of – the Project site. Furthermore, the proposed Project is not located in proximity of a known historical resource and will not cause a substantial adverse change in the significance of any historical resource.

Based in this information, staff recommends that the Board determines that the proposed Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Sections 15301 and 15311 of California CEQA Guidelines as well as to Article III, Section 1, Class 1(14) and Class 11(6) 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 proposed First Amendment will have no adverse fiscal impact on the RAP General Fund, as the cost to purchase, install and maintain the Shed will be fully covered by PBJTP at no expense to RAP.

### STRATEGIC PLAN INITIATIVES AND GOALS

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

**Goal No. 2:** Offer affordable and equitable recreation programming

**Outcome No. 1:** Improved health and social equity for young Angelenos

**Goal No. 6:** Build financial strength and innovative partnerships

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

LIST OF ATTACHMENTS

- 1) Proposed First Amendment
- 2) Agreement No. 4099

**FIRST AMENDMENT TO AGREEMENT NO. 4099  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
THE PETE BROWN JUNIOR TENNIS PROGRAM  
FOR THE OPERATION OF A YOUTH TENNIS PROGRAM**

THIS FIRST AMENDMENT TO CONTRACT NO. 4099 (“FIRST AMENDMENT”) is made this \_\_\_\_\_, 20\_\_\_\_, by and between the City of Los Angeles (“CITY”), a municipal corporation acting by and through its Board of Recreation and Park Commissioners (“BOARD”), and the Pete Brown Junior Tennis Program, a 501(c)(3) non-profit corporation (“PBJTP”). The CITY and PBJTP may be referred to herein individually as “PARTY” or collectively as “PARTIES”.

WHEREAS, CITY, through its Department of Recreation and Parks (“RAP”), owns and operates real property commonly referred to as Jackie Tatum Harvard Recreation Center (“CENTER”), located at 1535 West 62nd Street, Los Angeles, California 90047; and,

WHEREAS, within said CENTER there exists certain tennis courts (“COURTS”) currently used by PBJTP under Agreement No. 4099; and,

WHEREAS, on June 6, 2024, the Board of Recreation and Parks Commissioners (“BOARD”) approved Agreement No. 4099 (“AGREEMENT”), between CITY and PBJTP and executed on August 27, 2024, for non-exclusive use of the COURTS over a term of three (3) years at the CENTER for the operation of a youth tennis program (“PROGRAM”) (Report No. 24-125); and,

WHEREAS, the AGREEMENT allows PBJTP to use the PREMISES (as such term is defined in the AGREEMENT) consisting of the COURTS, on a non-exclusive basis during specific permitted hours and days; and,

WHEREAS, PBJTP has submitted a written request to RAP for authorization to install an equipment shed (“SHED”) adjacent to the COURTS; and,

WHEREAS, PBJTP wishes to expand the current boundaries of the PREMISES in order to install the SHED to store PROGRAM related equipment; and

WHEREAS, the BOARD has approved this First Amendment to the AGREEMENT at its meeting held on November 7, 2024, authorizing the expansion of the PREMISES and installation of the SHED (Board Report 24-XXX).

NOW THEREFORE, in consideration of the foregoing, and the terms and conditions contained herein, and the performance thereof, PARTIES hereby agree that the AGREEMENT is amended as follows:

- I. Section 3 of the AGREEMENT titled “License to Use and Description of Premises” is hereby amended such that Paragraph d. is added as follows in quotation marks:

“d. LICENSEE is authorized to install and use a storage shed for the storage of PROGRAM related equipment, supplies, and materials (“SHED”) at a designated area adjacent to the COURTS at HARVARD, as illustrated by the Site Map attached hereto as Exhibit A. The SHED shall be used by LICENSEE solely for the storage of PROGRAM related equipment, materials, and supplies. ORGANIZATION shall be solely responsible for the security and maintenance of the SHED and its contents, and CITY shall bear no responsibility or liability for any damage and/or necessary repairs or replacement to the SHED caused by normal wear and tear, neglect, accident, or vandalism, including graffiti, nor loss of its contents due to theft. LICENSEE shall promptly repair the SHED from any such damage or remove it if determined to be no longer usable or a public hazard.”

II. The Site Map for Jackie Tatum Harvard Recreation Center in Exhibit A of the AGREEMENT titled “Site Maps” is hereby replaced with the Updated Site Map attached hereto as Exhibit A of this First Amendment.

Other than as amended or modified in this First Amendment, all other terms and provisions of this AGREEMENT shall remain unchanged and in full force and effect. Should any provision of the AGREEMENT conflict with this First Amendment, the terms and conditions of this First Amendment shall prevail.

ATTACHMENT: Exhibit A: Updated Site Map for Jackie Tatum Harvard Recreation Center

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the PARTIES have executed this FIRST AMENDMENT TO AGREEMENT NO. 4099 as of the day and year first above written.

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

PETE BROWN JUNIOR TENNIS PROGRAM, a 501(c)(3) non-profit corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Agreement.

By: \_\_\_\_\_  
President

By: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

Title: \_\_\_\_\_

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

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

**APPROVED AS TO FORM:**

HYDEE FELDSTEIN SOTO, City Attorney

By: \_\_\_\_\_  
Brendan Kearns, Deputy City Attorney

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

**Exhibit A -- Updated Site Map for Jackie Tatum Harvard Recreation Center**

Jackie Tatum Harvard Recreation Center  
1535 West 62nd Street, Los Angeles, California 90047





BOARD OF COMMISSIONERS

**RENATA SIMRIL**  
PRESIDENT

**LUIS SANCHEZ**  
VICE PRESIDENT

**FIONA HUTTON**  
**MARIE LLOYD**  
**BENNY TRAN**

**TAKISHA SARDIN**  
BOARD SECRETARY  
(213) 202-2640



**KAREN BASS**  
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**MATTHEW RUDNICK**  
EXECUTIVE OFFICER

**CATHIE SANTO DOMINGO**  
ASSISTANT GENERAL MANAGER

**CHINYERE STONEHAM**  
ACTING ASSISTANT GENERAL MANAGER

**BRENDA AGUIRRE**  
ASSISTANT GENERAL MANAGER

(213) 202-2633

August 27, 2024

Sent via email

Pete Brown Junior Tennis Program  
PO Box 8114  
Los Angeles, California 90008

Attention: Marty Woods, Executive Director

Gentlepersons:

Attached is Agreement No.4099, executed on August 27, 2024, between the City of Los Angeles, by and through its Board of Recreation and Park Commissioners, and the Pete Brown Junior Tennis Program (PBJTP), a 501(c)(3) non-profit corporation, for the non-exclusive use of four tennis courts at Jackie Harvard and Saint Andrews Recreation Centers for the operation of a youth tennis program.

If you have any questions with regard to the Contract at this time, please contact the undersigned at (213) 202-2640.

Very truly yours,

BOARD OF RECREATION AND  
PARK COMMISSIONERS

TAKISHA SARDIN  
Commission Executive Assistant II

Attachment: Executed Contract No. 4099

cc: City Controller  
City Attorney  
Departmental Chief Accountant  
Melissa Bettis, Management Analyst, Special Operations Branch



**LICENSE AGREEMENT  
BETWEEN THE CITY OF LOS ANGELES  
AND  
PETE BROWN JUNIOR TENNIS PROGRAM  
FOR THE OPERATION OF  
A YOUTH TENNIS PROGRAM**

This AGREEMENT ("AGREEMENT") is entered into as of the 27<sup>th</sup> day of AUGUST 2024 ("COMMENCEMENT DATE"), by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners ("CITY"), and the Pete Brown Junior Tennis Program, a California 501(c)(3) corporation ("LICENSEE"). CITY and LICENSEE may be referred to herein individually as "PARTY", or collectively as "PARTIES".

WHEREAS, CITY, through its Department of Recreation and Parks ("RAP"), owns, operates, and maintains certain real properties commonly known as Jackie Tatum Harvard Recreation Center ("HARVARD"), located at 1535 West 62nd Street, Los Angeles, CA 90047, and Saint Andrews Recreation Center ("ST. ANDREWS"), located at 8701 Saint Andrews Place, Los Angeles, CA 90047 (referred herein individually as "CENTER" and/or collectively as "CENTERS"); and,

WHEREAS, LICENSEE currently uses tennis courts located on the grounds of CENTERS ("PREMISES"), as depicted in the Site Maps attached hereto and incorporated herein as Exhibit A; and,

WHEREAS, LICENSEE, through a financial contribution from the United States Tennis Association (USTA) in the approximate amount of Two Hundred Fifty-Two Thousand Dollars (\$252,000.00), was able to facilitate the resurfacing and repair of the HARVARD tennis courts, including providing new poles and nets, new gates, and timed locks for the gates at the PREMISES, for the benefit and enjoyment of the general public; and,

WHEREAS, the LICENSEE has used the PREMISES under prior permits, to operate a youth tennis program ("PROGRAM"), free of charge to the public, and desires to continue the operation of said PROGRAM under a more formal arrangement in accordance with applicable policies and protocols, as described herein; and,

WHEREAS, RAP has agreed to grant LICENSEE a license for the continued use of the PREMISES, pursuant to the terms and conditions of this AGREEMENT, subject to periodic performance evaluations as described further herein, and other terms and conditions set forth in this AGREEMENT, for a period of three (3) years, with an option to renew for an additional three (3) years at the discretion of the RAP General Manager or their designee; and,

WHEREAS, CITY, through its Board of Recreation and Park Commissioners (“BOARD”), has approved this AGREEMENT at the BOARD meeting held on June 6, 2024 (Board Report No. ), allowing for the operation of the PROGRAM at the PREMISES. BR 24-125

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

**1. PARTIES**

LICENSEE: Pete Brown Junior Tennis Program  
PO Box 8114  
Los Angeles, California 90008

RAP: City of Los Angeles Department of Recreation and Parks  
221 North Figueroa Street, Suite 350  
Los Angeles, California 90012

**2. PRIMARY CONTACTS**

LICENSEE: Marty Woods, Executive Director  
Pete Brown Junior Tennis Program  
PO Box 8114  
Los Angeles, California 90008  
Email: pbsf2009@aol.com  
Phone: (213) 926-1885

RAP: Gordon Dupree, Director-in-Charge  
Jackie Tatum Harvard Recreation Center  
Email: Gordon.Dupree@lacity.org  
Phone: (213) 775-2579

Tamara Williams, Director-in-Charge  
St. Andrews Recreation Center  
Email: Tamara.Williams@lacity.org  
Phone: (213) 485-1751

**3. LICENSE TO USE AND DESCRIPTION OF PREMISES**

In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to LICENSEE by this AGREEMENT, a license for the non-exclusive use of the PREMISES for the operation of the PROGRAM as described herein, which shall be performed by LICENSEE in accordance with the

terms and conditions of this AGREEMENT. RAP shall have no obligation to provide staff, supplies, equipment, services, or funding for the operation of the PROGRAM, and if such is requested from RAP by LICENSEE, LICENSEE agrees to reimburse RAP for any financial impacts resulting from RAP's provision of such, in accordance with the RAP standard Schedule of Rates and Fees, permitting requirements, and/or Cost Recovery Reimbursement Fees ("CRRF"). The PREMISES authorized for use by LICENSEE under the terms and conditions of this AGREEMENT are:

- a. The four (4) tennis courts at HARVARD and two (2) tennis courts at St. ANDREWS, as depicted by the Site Maps attached hereto as Exhibit A, to be used for the operation of the PROGRAM in accordance with the terms and conditions of this AGREEMENT.
- b. The PREMISES shall be used by LICENSEE only during normal PROGRAM operating hours, as described below in Section 6 of this AGREEMENT (Days and Periods of Use).
- c. Any requested use of additional COURTS at CENTERS shall be authorized at the discretion of the Director-in-Charge of the CENTER ("CENTER DIC"), and, the Pacific Region Division of the RAP Recreational Services Branch, which may include additional permits and fees as determined by RAP.

#### **4. TERM AND TERMINATION**

The initial term of this AGREEMENT shall be three (3) years from the COMMENCEMENT DATE ("INITIAL TERM"), with a subsequent three (3) year option to renew ("RENEWAL TERM"), exercisable by LICENSEE upon no more than six (6) months prior to the expiration of INITIAL TERM of this AGREEMENT, subject to (i) concurrence and approval by, and at the sole discretion of, the RAP General Manager or designee, (ii) there being no default by LICENSEE pursuant to the provisions of this AGREEMENT, and (iii) satisfactory performance evaluations ("PERFORMANCE EVALUATIONS") more fully described below in Section 5 of this AGREEMENT. CITY may revoke this AGREEMENT at any time if LICENSEE does not comply with the conditions contained herein. Upon receipt of the written notice of termination, LICENSEE shall return the property to its original condition and discontinue all work permitted under this AGREEMENT.

- a. COMMENCEMENT AND EXPIRATION: This AGREEMENT shall take effect on the COMMENCEMENT DATE written above, and shall end upon the expiration of the TERM.
- b. TERMINATION In addition to the CITY's right to terminate this AGREEMENT for an uncured breach or default as set forth in Section 24, CITY and LICENSEE may

each terminate this AGREEMENT upon written notice of termination given to the other party no less than sixty (60) days prior to the date of termination. Further, CITY may immediately terminate this AGREEMENT in the event LICENSEE ceases to operate as defined below.

- c. CEASE TO OPERATE: The phrase “ceases to operate” shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of LICENSEE’s corporate charter or grant of non-profit status, unless the same is reinstated within sixty (60) calendar days after such termination; (ii) a material change in LICENSEE’s purposes or function as contained in LICENSEE’s corporate charter or grant of non-profit status (“Stated Purposes”); (iii) a material change in the delivery of services by LICENSEE from that described herein; or (iv) the failure of LICENSEE to use the PREMISES for any of the authorized uses described in Section 7 herein, Permitted Uses and Obligations (collectively, “PERMITTED USES”) or any other default of the terms and conditions or other obligations contained in this AGREEMENT, for a consecutive period of sixty (60) calendar days; unless prevented from doing so because of damage, destruction, major repairs or refurbishment of the improvements within the PREMISES, or for reasons beyond LICENSEE’s control. Under such circumstances, LICENSEE shall immediately cease and desist from all use of the PREMISES, and this AGREEMENT shall be deemed terminated upon LICENSEE’s receipt of such notification of immediate termination from RAP.

## **5. PERFORMANCE REVIEWS**

PARTIES mutually agree to PERFORMANCE REVIEWS, which shall be conducted by RAP to determine the feasibility and benefit of continuing the collaborative relationship between PARTIES under this AGREEMENT.

- a. Continuance of CITY’s collaboration with LICENSEE under this AGREEMENT shall be contingent upon a favorable PERFORMANCE REVIEW, which shall include, but not be limited to:
  - i. An evaluation of LICENSEE’s compliance with the terms and conditions of this AGREEMENT;
  - ii. Fulfillment of LICENSEE’s obligations under this AGREEMENT for the operation of the PROGRAM as more fully described under the PERMITTED USES specified herein and as described in the Program Description attached to this AGREEMENT as Exhibit F, and maintenance of the PREMISES under this AGREEMENT;

- iii. Adequacy of LICENSEE's funding and financial resources to continue operating the PROGRAM for the benefit of Los Angeles residents throughout the TERM of this AGREEMENT;
  - iv. The volume of the public's participation in the PROGRAM;
  - v. The affordability, accessibility, and reasonableness of any rates and fees charged in connection with the PROGRAM, the determination of which shall be in the sole discretion of the CITY; and
  - vi. LICENSEE's cooperation with CITY staff.
- b. Periodically during the TERM of this AGREEMENT upon RAP's request, for purposes of completing the PERFORMANCE REVIEW process, LICENSEE shall submit to RAP during the period of July 1st through August 30th, a performance or program report ("PERFORMANCE REPORT"), generally describing LICENSEE's PROGRAM activities, issues, accomplishments, etc., to provide RAP with an understanding of LICENSEE's performance during the prior fiscal year (July through June). This PERFORMANCE REPORT shall specifically include, but not be limited to:
- i. Financial Statement (Revenue and Expenditures for prior fiscal year, including funds raised through authorized Fundraising);
  - ii. Annual Budget for upcoming fiscal year (July through June);
  - iii. PROGRAM participant data describing the number of persons served during the prior fiscal year; and,
  - iv. Discussion of PROGRAM changes or challenges
- c. RAP reserves the right to request reasonable additional materials or clarifying information upon review of the submitted PERFORMANCE REPORT.
- d. CITY's approval to continue the collaborative relationship may be based on findings obtained through the PERFORMANCE REVIEW, evaluation of the PERFORMANCE REPORT, and a review of compliance with the terms and conditions of this AGREEMENT, including interviews with RAP's Recreational Services Branch, and Planning, Construction, and Maintenance Branch at the PREMISES, and any other factors that RAP may deem reasonably necessary, including input and feedback from PROGRAM participants and the public. With the understanding that the PERFORMANCE REVIEW PROCESS may be occasionally modified, a Sample Performance Report Questionnaire is attached

hereto and incorporated herein by reference as Exhibit B. RAP staff may provide instruction and coordination with the LICENSEE during the evaluation process as RAP may deem appropriate and necessary. CITY shall not unreasonably withhold its determination of the PERFORMANCE REVIEW.

**6. ACCESS TO PREMISES**

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

LICENSEE's use of the PREMISES shall only be during the following hours ("PERMITTED TIMES"):

HARVARD	Monday - Friday	4:00 PM - 6:00 PM
	Saturday	10:00 AM - 2:00 PM
ST. ANDREWS	Saturday	9:00 AM - 1:00 PM

LICENSEE shall not utilize PREMISES during hours other than the authorized PERMITTED TIMES, without RAP's prior written authorization. LICENSEE shall cooperate with RAP personnel and staff on all matters relative to the conduct of operations or any activity, event, and/or special use, including concerns related to parking, traffic, security, and attendance, at the PREMISES.

Any use of the CENTER grounds outside of the PREMISES shall be through a facility use request submitted in advance of any such use, to the CENTER DIC which may be subject to issuance of a separate permit with applicable fees determined at the sole discretion of RAP.

Authorized representatives, agents, and employees of RAP shall have the right to enter the PREMISES at any and all times. In no event shall CITY be responsible or liable to LICENSEE for any inconvenience, disturbance, or other damage to LICENSEE by reason of the performance by CITY of any activities or work in, upon, above or under the PREMISES or for bringing materials, tools, and equipment in, through, above, or under the PREMISES, nor shall the same constitute any grounds for any payments, or abatement of payments, hereunder.

CITY makes no warranties whatsoever regarding the condition of the PREMISES. LICENSEE has inspected the PREMISES and found it suitable for LICENSEE's purposes. CITY shall not be liable for any personal injury or damage to property which

LICENSEE or its guests or invitees may incur, regardless of the cause thereof. LICENSEE hereby releases CITY from all such liability, it being the intent of the Parties that LICENSEE shall maintain adequate insurance to cover any such losses. If a governmental body with jurisdiction over the PREMISES and/or the CITY or RAP determines that a certain activity, or all of the activities, conducted on the PREMISES are material threats to public safety as may be determined by the CITY, CITY may immediately suspend and/or terminate LICENSEE's right to conduct such activities at the PREMISES by providing written notice to LICENSEE of such suspension. Such activities shall remain suspended until they are no longer deemed a threat to public safety, at which time the CITY shall promptly provide written notice to LICENSEE of same.

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

## **7. PERMITTED USES AND OBLIGATIONS**

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

- a. PERMITTED USE: LICENSEE shall use the PREMISES solely for the operation of the PROGRAM using United States Tennis Association (USTA) certified tennis coaches and/or instructors (collectively, "INSTRUCTORS"), who will conduct free to the public, youth tennis classes in accordance with the terms and conditions of this AGREEMENT, along with any additional PROGRAM activities for the recreational benefit of the public. LICENSEE shall be responsible for all costs and expenses related to its use of the PREMISES and operation of the PROGRAM, at no cost to RAP.
- b. PROGRAM EMPLOYEES AND VOLUNTEERS: LICENSEE shall provide sufficient staff, paid or volunteer, for the operation of the PROGRAM and related activities on the PREMISES, and shall provide all materials, supplies, equipment, and funds necessary for such activities, to the reasonable satisfaction of the CITY at no cost to RAP.
  - i. LICENSEE shall comply, and ensure any of its employees, volunteers, and authorized third parties complies with all applicable CITY, State, and Federal rules, laws, and regulations in the performance of this AGREEMENT and in the operation of LICENSEE's activities on the PREMISES.



- ii. LICENSEE is solely responsible for the actions of all individuals and/or organizations participating in its activities at the PREMISES and shall ensure that such individuals and/or organizations agree, in writing, to abide by all conditions set forth in this AGREEMENT.
- iii. LICENSEE shall comply with all RAP policies and procedures as well as all Federal, State, County, and local regulations, orders, and mandates including, but not limited to, health and safety orders and guidelines related to COVID-19 throughout the TERM of this AGREEMENT. LICENSEE is solely responsible for creating and enforcing protocols ensuring all persons participating in PROGRAM activities on the PREMISES comply with all 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. LICENSEE 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. In doing so, LICENSEE shall maintain regular communication with RAP staff to ensure LICENSEE's compliance with such policies, procedures, regulations, orders and requirements and LICENSEE shall be solely responsible for all costs related to ensuring such compliance.
- iv. LICENSEE 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. LICENSEE shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. LICENSEE agrees that in the event of breach of any of the above nondiscrimination covenants, with proper notification as per Section 24, CITY shall have the right to terminate this AGREEMENT and to reenter and repossess said land and the facilities thereon and hold the same as if said AGREEMENT had never been executed.
- v. For as long as any Federal, State, or City vaccination mandates or requirements remain in effect for Federal, State, City employees, and/or City contractors, the employees of LICENSEE 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, LICENSEE shall obtain proof that such Contractor Personnel have been fully vaccinated. LICENSEE shall retain such proof for the period of retention of all records under this PERMIT. LICENSEE shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If LICENSEE wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, LICENSEE shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by LICENSEE. 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, LICENSEE 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.

- c. LICENSEE shall not sublet or issue any permit for use of the PREMISES.
- d. PROGRAM PROMOTION: RAP and LICENSEE shall collaborate on promotional outreach efforts and marketing of the PROGRAM. Flyers and other promotional materials may be posted on both the RAP and LICENSEE’s websites and/or social media platforms. All promotional materials must be approved by the CENTER DIC and their chain of command prior to any flyers being posted at the CENTERS or on any website or social media platform.
- e. PRODUCT SALES PROHIBITED: The sale of sports equipment, related gear, or other commercial products or services are not authorized and are prohibited on the PREMISES.
- f. PHOTOGRAPHY/VIDEOGRAPHY: LICENSEE shall ensure that no photographs or videos of minors or depiction of their likeness are included in any publication or on any social media platform without prior written consent by the minor’s parent or legal guardian. A copy of the signed consent form must be given to the CENTER DIC prior to any photographs being taken.

- g. Obtain any and all operating permits and/or licenses that may be required in connection with its operations, including but not limited to, tax permits, business licenses, health permits, certifications, etc.
- h. LICENSEE shall prohibit and prevent the dispensing and/or consumption of beer, wine, or other intoxicating liquors (commonly referred to as alcoholic beverages), which is NOT one of the PERMITTED USES authorized herein, and therefore shall not be permitted to occur on the PREMISES under any circumstances.
- i. COSTS OF OPERATION: All costs associated with the operation of the PROGRAM and maintenance/security of equipment, shall be the sole responsibility of LICENSEE, at no cost to the CITY. With the understanding that the PROGRAM will be provided for free and at no cost to RAP or the public, any fees charged for special events, such as for participation in tournaments, are to be addressed separately and subject to advance coordination with, and approval by, RAP.
  - i. LICENSEE shall punctually pay or cause to be paid all financial obligations incurred in connection with the use and maintenance of the PREMISES as set forth in this AGREEMENT. LICENSEE shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with LICENSEE's use of the PREMISES to the extent such claims do not arise due to any CITY action or omission.
  - ii. LICENSEE shall provide all tennis instruction, whether in a group or individual setting, at no cost to all participants.
  - iii. LICENSEE shall be responsible for all costs related to the operation of this PROGRAM and shall be responsible for the payment of related fees to RAP as specified in Section 11 below.
  - iv. LICENSEE shall provide all equipment, supplies, and materials for the PROGRAM at no cost to RAP.

## **8. FUNDRAISING**

LICENSEE may request to hold fundraising activities at the PREMISES during PERMITTED TIMES, subject to prior written approval from RAP for the date and time for each fundraising event. Such authorization shall be requested from and approved by the RAP Representative listed in Section 2, no fewer than three (3) months prior to the scheduled activity. LICENSEE may have no more than four (4) fundraising events per year with a maximum of one (1) fundraising event per quarter. All monies raised from fundraising events conducted on the PREMISES must be used only in support

of the PROGRAM, the PREMISES, and activities authorized under this AGREEMENT. An accounting log of all funds raised on the PREMISES in support of the PROGRAM must be included in LICENSEE's Annual Financial Statements submitted to RAP, as set forth in Sections 4 and 5 of this AGREEMENT. Fundraising activities shall not include the distribution and/or the consumption of alcoholic beverages.

## **9. MAINTENANCE AND REPAIR OF PREMISES**

During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, LICENSEE, at its sole cost and expense, shall perform the functions of maintenance and/or repair of the PREMISES as described herein.

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

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

#### **10. ALTERATIONS, IMPROVEMENTS, AND REPLACEMENTS**

No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PREMISES without prior written authorization by CITY. LICENSEE 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 LICENSEE.

#### **11. CONSIDERATION AND COST RECOVERY REIMBURSEMENT FEES**

The consideration for this AGREEMENT in exchange for LICENSEE's use of the PREMISES shall be LICENSEE's provision of the PROGRAM for the benefit of the general public and the upkeep and clean-up of the PREMISES, at no cost to RAP or the CITY, pursuant to the terms and conditions of this AGREEMENT. However, in addition to the cost of PROGRAM operation, LICENSEE is also responsible for the cost of utility services, solid waste disposal, and any fiscal impacts to RAP. In accordance with RAP policies, LICENSEE shall be responsible for such expenses. With the understanding and agreement between PARTIES that LICENSEE shall not be responsible for such costs until the expiration of the INITIAL TERM of this AGREEMENT, and the RENEWAL TERM is exercised by LICENSEE and approved pursuant to Section 4 of this AGREEMENT, LICENSEE shall reimburse RAP for such costs through payments of Cost Recovery Reimbursement Fees (CRRF), as described in further detail below.

- a. COST RECOVERY REIMBURSEMENT FEES: LICENSEE shall pay a CRRF to RAP for costs incurred by RAP, as related to the LICENSEE's use of the PREMISES, which do not include any costs paid directly to applicable utility or service providers. The CRRF for use of the PREMISES shall be Two Hundred Four Dollars (\$204.00) per month, or Two Thousand Four Hundred Forty-Eight Dollars (\$2,448.00) annually for HARVARD and One Hundred Sixty-Seven Dollars (\$167.00) per month or Two Thousand Four Dollars (\$2,004.00) annually for ST. ANDREWS. Non-payment of the CRRF shall be considered a default of this AGREEMENT and cause for immediate termination of this AGREEMENT.
- b. ELECTRICITY AND WATER: Pursuant to RAP policy regarding utility fees for services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on July 13, 2011 (Report No. 11-202), LICENSEE's pro-rata cost of electricity and water at the PREMISES is Twenty-Five Dollars (\$25.00) for HARVARD and Twenty-Five Dollars (\$25.00) for ST. ANDREWS and shall be the responsibility of LICENSEE. The CRRF is inclusive of the Electricity and Water and shall be reimbursed to RAP as part of the total monthly CRRF in paragraph 11(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), LICENSEE pro rata cost of waste disposal at the PREMISES of Thirty-Six Dollars (\$36.00) for HARVARD and Thirty-Six (\$36.00) for ST. ANDREWS and shall be the responsibility of LICENSEE. The CRRF is inclusive of the Trash and Solid Waste Disposal and shall be reimbursed to RAP as part of the total monthly CRRF in paragraph 11(a) above.
- d. STAFF IMPACT: Pursuant to the RAP Policy regarding Staff Impacts related to services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on July 19, 2012 (Report No. 12-217), LICENSEE shall be responsible for reimbursing RAP for administrative and common area maintenance costs incurred by RAP in the amount of One Hundred Forty-Three Dollars (\$143.00) for HARVARD and One Hundred Six Dollars (\$106.00) for ST. ANDREWS. The CRRF is inclusive of the Staff Impact and shall be reimbursed to RAP as part of the total monthly CRRF in paragraph 11(a) above.
- e. The CRRF is to be paid on a quarterly basis, in advance on or before the 10th of every first month of the upcoming three (3) month period (e.g. due on January 10th for January, February, and March). LICENSEE is wholly responsible for the timely payment of the CRRF, without the need for RAP to invoice LICENSEE.

- f. All CRRF payments must be made by check or money order made payable to: "City of Los Angeles Department of Recreation and Parks". All CRRF payments must be mailed or delivered to:

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

## **12. INSURANCE**

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

- a. LICENSEE shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving LICENSEE sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to LICENSEE.
- b. If any of the required insurance contains aggregate limits or applies to other operations of LICENSEE outside of this AGREEMENT, LICENSEE shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in LICENSEE's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. LICENSEE shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.
- c. If an insurance company elects to (i) cancel insurance before the stated expiration date, (ii) declines to renew in the case of a continuous policy, (iii) reduces the stated limits other than by impairment of an aggregate limit, or (iv) materially

reduces the scope of coverage, thereby affecting CITY's interest, LICENSEE shall provide CITY at least thirty (30) calendar days prior written notice of such intended election by the insurance company, or ten (10) calendar days prior written notice if such cancellation is for non-payment of premium. Such notice shall be sent by receipted delivery addressed as follows:

City Administrative Officer, Risk Management  
200 North Main Street, Room 1240, City Hall East  
Los Angeles, California 90012

Or to such address as CITY may specify by written notice to LICENSEE.

- d. LICENSEE's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may either (i) provide LICENSEE five (5) calendar days written notice of such failure, upon receipt of which LICENSEE shall have five (5) calendar days to cure such failure or CITY shall have the right to terminate the AGREEMENT or, (ii) at its discretion, pay to procure or renew such insurance to protect CITY's interest. LICENSEE agrees to reimburse CITY for all money so paid.
- e. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of LICENSEE's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

### **13. INDEMNIFICATION**

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



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

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

#### **14. SIGNAGE**

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

#### **15. PUBLICITY**

Should there be the need, CITY and LICENSEE agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this AGREEMENT, the use of the PREMISES or promotion of the PROGRAM, or construction of any improvements at the PREMISES in connection with this AGREEMENT 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 LICENSEE 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 LICENSEE's use of the PREMISES. Further, any such press release, public announcement, marketing materials, or brochures prepared by LICENSEE shall appropriately acknowledge the contributions of both CITY and LICENSEE. 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 LICENSEE 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 LICENSEE 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 LICENSEE; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or LICENSEE, 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.

## **16. NOTICES AND CONTACTS**

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

LICENSEE: Marty Woods, Executive Director  
Pete Brown Junior Tennis Program  
PO Box 8114  
Los Angeles, California 90008  
Email: pbsf2009@aol.com  
Phone: (213) 926-1885

RAP: City of Los Angeles Department of Recreation and Parks  
c/o Pacific Region Recreation Services  
Michael Harrison, Principal Recreation Supervisor II  
1670 Palos Verdes Drive North  
Harbor City, California 90710  
Email: Mike.Harrison@lacity.org  
Phone: (310) 548-7675

And: City of Los Angeles Department of Recreation and Parks  
c/o Partnership Section  
Melissa Bettis, Management Analyst

221 North Figueroa Street, Suite 180  
Los Angeles, California 90012  
Email: Melissa.Bettis@lacity.org  
Phone: (213) 202-5681

## **17. REPRESENTATIONS AND WARRANTIES**

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

## **18. NO JOINT VENTURE OR AGENCY RELATIONSHIP**

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

## **19. RELATIONSHIP OF PARTIES**

PARTIES agree that no other party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other party, except as expressly provided herein.

## **20. SAFE PRACTICES**

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

shall keep internal documentation of the incident(s) occurring during the previous two (2) years and provide RAP with such information upon request.

## **21. SUSPECTED CHILD ABUSE**

LICENSEE must promptly contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at the PREMISES. LICENSEE shall notify the RAP contacts specified in Section 2 within 24 hours after a report has been made.

## **22. HAZARDOUS SUBSTANCES**

PARTIES agree that the PREMISES shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. LICENSEE shall use the PREMISES in compliance with laws pertaining to hazardous substances and ensure that no pesticides, insecticides, herbicides and rodent poisons not in compliance with this Section are used 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 CITY or LICENSEE to any governmental agency or third party under applicable statute. No lead or oil-based paint, paint thinner, varnishes, lacquers and stain shall be brought onto or stored on the PREMISES.

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

## **23. TAXES AND POSSESSORY INTEREST**

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

## **24. BREACH OR DEFAULT BY LICENSEE**

Upon the occurrence of one or more events of breach or default of this AGREEMENT by LICENSEE, CITY may, at its election and without waiving any right to select any other remedy provided in this Section or elsewhere in this AGREEMENT, initiate any of the following:

- a. Notice to Cure Breach or Default. CITY may issue a written notice of breach or default to LICENSEE, and if LICENSEE does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may terminate this AGREEMENT without further delay, whereupon LICENSEE shall immediately terminate its activities at the PREMISES. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.
- b. CITY's Right to Cure. CITY at its sole discretion and with no obligation to do so, subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing breach or default by LICENSEE, perform or cause to be performed any of LICENSEE's unperformed obligations under this AGREEMENT. CITY may enter the PREMISES and remain there for the purpose of correcting or remedying the continuing breach or default. Such action by CITY shall not be deemed to waive or release said breach or any default or CITY's right to take further, preventative action.

## **25. ORDINANCES AND STANDARD PROVISIONS**

The City of Los Angeles "Standard Provisions for City Contracts (Rev. 9/22)[v.1]" (Standard Provisions) are incorporated herein by reference and attached hereto as Exhibit E. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 9/22)[v.1]" and this AGREEMENT, the language of this AGREEMENT shall prevail. In addition, LICENSEE will provide documentation of compliance with all required Ordinance Provisions as determined by CITY. For purposes of the Standard Provisions, the term "Contractor" shall mean LICENSEE.

## **26. INCORPORATION OF DOCUMENTS**

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

- Exhibit A: Site Maps
- Exhibit B: Sample Performance Evaluation
- Exhibit C: Form 146R

Exhibit D: Insurance Requirements and Instructions for Submission  
Exhibit E: Standard Provisions for City Contracts (Rev. 9/22)[v.1]  
Exhibit F: Program Description


The order of precedence in resolving conflicting language, if any, in the documents shall be: 1) This AGREEMENT exclusive of attachments; 2) Exhibit C; 3) Exhibit D; 4) Exhibit A; 5) Exhibit E; and 6) Exhibit F.

**[SIGNATURE PAGE TO FOLLOW]**

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

CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS. By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Agreement.

PETE BROWN JUNIOR TENNIS PROGRAM, a 501(c)(3) non-profit corporation

By:   
President

By: Maria Wood

By: Satish Sardin  
Secretary

Title: EXECUTIVE DIR

Date: August 15, 2024

Date: 8-13-2024

By: Maria Wood

APPROVED AS TO FORM:

Title: ED

HYDEE FELDSTEIN SOTO, City Attorney

Date: 8-13-2024

By:   
Brendan Kearns, Deputy City Attorney

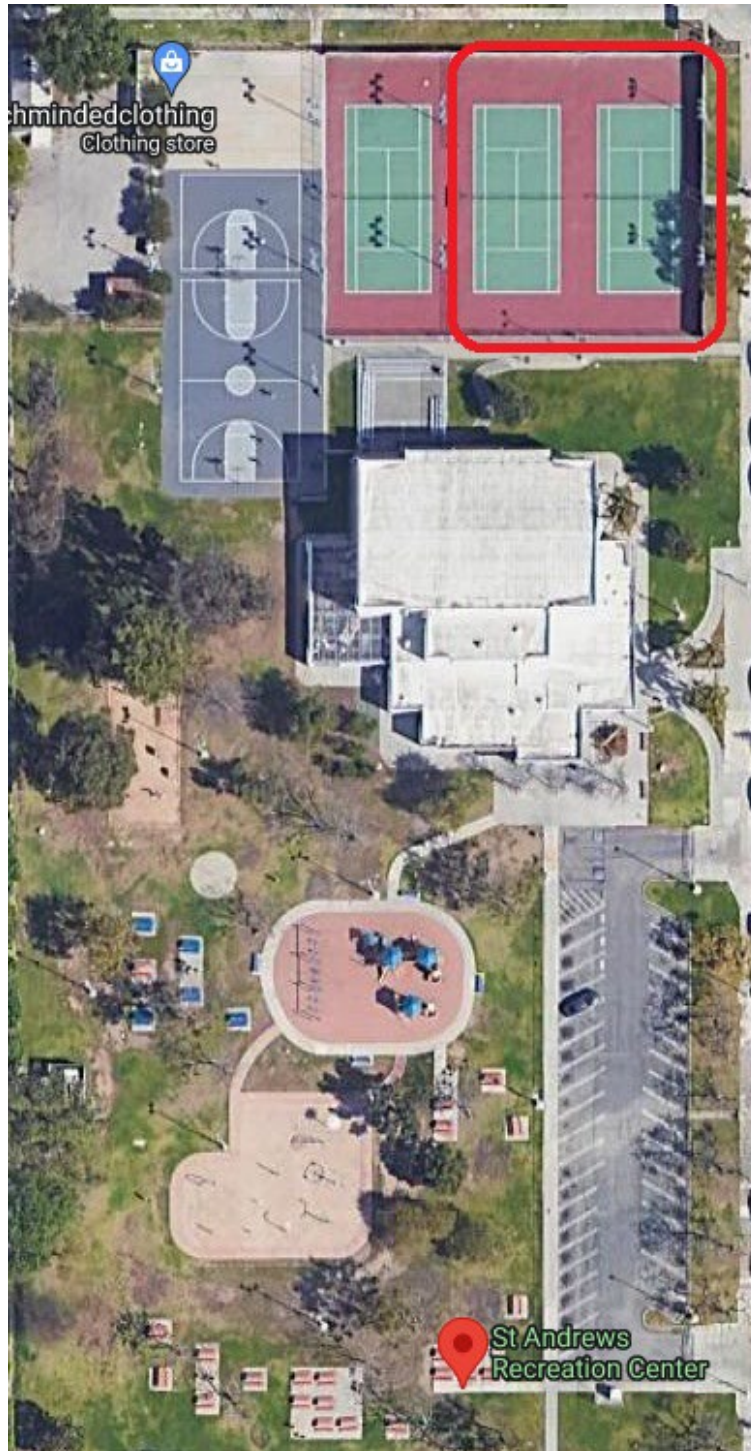
Date: 8/27/24

Exhibit A

Site Maps

Saint Andrews Recreation Center

8701 S St Andrews Pl, Los Angeles, CA 90047





Jackie Tatum Harvard Recreation Center  
1535 W 62nd St, Los Angeles, CA 90047



## Exhibit B

### Performance Evaluation

Pursuant to your Organization's Agreement with the Department of Recreation and Parks and the required periodic Performance Report, please provide responses to the following questions regarding the public services and programs provided by your organization on park property. You may include additional information as deemed necessary. Please indicate "n/a" for any question that does not apply to your organization.

You may contact the RAP Partnership Section staff at (213) 202-5600, should you have any questions.

Organization Name:

RAP Facility Address:

Organization Contact Name:

Organization Phone Number:

Time Period Covered in Performance Report:

#### PROGRAM SECTION

1. Describe any changes or modifications to the program that may have occurred since your last performance report:
2. How many participants were enrolled during this performance period? *\*Please count each participant and/or household once regardless of the number of individual activities they participate in.*
3. How many of your participants are from the surrounding community? (within a 5-mile radius) *\*Please count each participant and/or household once regardless of the number of individual activities they participate in.*
4. Number of employees:
5. Number of volunteers:
6. Is your organization able to accommodate participants who have special needs?
  - a. If YES to question, please describe what needs can be met:

#### FINANCIAL SECTION

1. What were the rates and fees during the performance period? Please attach a current fee schedule.

#### OUTREACH SECTION

1. Did your organization operate at full capacity during this review period?
2. Does your organization have a waiting list?
3. What effort did the organization make during the review period to recruit new participants?

## SAFETY COMPLIANCE SECTION

1. Are your employees and volunteers fingerprinted via LiveScan for a Department of Justice background check?
2. Does your organization have adequate staff to provide proper supervision and safety to the participants under industry requirements/guidelines?
  - a. What is the staff-to-participant ratio?
3. Do all of your equipment and instructional supplies adhere to the appropriate safety specifications and requirements under standard industry guidelines and/or regulations?

## ORGANIZATION COMPLIANCE SECTION

1. Is your organization still in good legal standing as a nonprofit organization with the California Secretary of State and the IRS?
  - a. If you answered NO, please explain:
2. Does your organization sublet any space to another entity?
  - a. If YES, provide the name of the sublessee and the terms of the agreement.
3. Has your organization received any complaints?
  - a. If you answered YES to question 3, please describe the situation(s) and how the complaint was addressed and resolved:
4. Were any improvements or repairs to the facility performed by the organization or RAP during the performance period?
  - a. If you answered YES, please list the date(s) and name(s) of entities involved, including RAP staff, and a description of the work that was performed.
5. Please provide the confirmation number as provided when your current insurance policy was uploaded to KwikComply.org:

## COMMENTS

1. Please list the achievements or challenges that occurred during this performance period:
2. Please include any other information that may be helpful in completing your evaluation:

## REQUIRED DOCUMENTS

Please upload all applicable documents:

1. Annual Profit and Loss Report
2. Annual Schedule of Events and Activities
3. Annual Budget for Upcoming Fiscal Year
4. IRS 990 form

# Exhibit C

## Insurance Form 146R

Form Gen. 146 (Rev. 6/12)

Clear Form

### Required Insurance and Minimum Limits

Name: Pete Brown Junior Tennis Program Date: 09/15/2023

Agreement/Reference: License Agreement - Operation of Youth Tennis Program, Jackie Tatum Harvard RC & Saint Andrews RC

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

		Limits
<input checked="" type="checkbox"/> <b>Workers' Compensation (WC) and Employer's Liability (EL)</b>		
	WC	<u>Statutory</u>
	EL	<u>1,000,000</u>
<input type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers	
	<input type="checkbox"/> Jones Act	
<hr/>		
<input checked="" type="checkbox"/> <b>General Liability</b>	<u>City of Los Angeles must be named as an additional insured party</u>	<u>1,000,000</u>
<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/>		
___ <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)		
<hr/>		
___ <b>Professional Liability</b> (Errors and Omissions)		
Discovery Period _____		
<hr/>		
___ <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)		
<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery	
<input type="checkbox"/> Flood _____	<input type="checkbox"/> Builder's Risk	
<input type="checkbox"/> Earthquake _____	<input type="checkbox"/> _____	
<hr/>		
___ <input type="checkbox"/> _____		
<hr/>		
___ <b>Surety Bonds</b> - Performance and Payment (Labor and Materials) Bonds		
___ <b>Crime Insurance</b>		
<hr/>		
<b>Other:</b> <u>Provided to: Melissa Bettis</u>		
<u>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: <a href="http://cao.lacity.org/risk/InsuranceForms.htm">http://cao.lacity.org/risk/InsuranceForms.htm</a></u>		
<u>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.</u>		

# Exhibit D

## Insurance Requirements

(Rev. 05/18)

### CITY OF LOS ANGELES

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

(Share this information with your insurance agent or broker)

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

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

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

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

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

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

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

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

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

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

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

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

**Exhibit E**

Standard Provisions for City Contracts

**ATTACHED SEPARATELY**

## **Exhibit F**

### Program Description

The Pete Brown Junior Tennis Program (PBJTP) is a 501(c)(3) organization in honor of Coach Pete Brown who, for forty-plus years shared, taught, and spread his love for the game of tennis to inner-city youth of South Central Los Angeles.

Pete Brown passed away in 2009 and the tennis program formally became a nonprofit organization to continue its mission of providing a safe and positive place for young people to learn and excel at tennis. The program is based at the tennis courts at Jackie Tatum Harvard and Saint Andrews Recreation Centers. PBJTP offers after-school and weekend tennis, academic, and mentoring programs at no charge to children willing to work hard in school and on the tennis court. The program helps the youth of Los Angeles reach their full potential and use their PBJTP experience to help them go to college and earn a degree essential for future success.

PBJTP is dedicated to training diverse community youth in grades pre-K through 12th grade in the sport of tennis. The program emphasis is focused on developing physical fitness, sportsmanship, teamwork skills, and the importance of education. PBJTP strives to provide the opportunity for children to grow into competitive tennis athletes, build self-esteem, personal confidence, lasting friendships, and great memories, all while having fun.

The program offers free weekly supervised on-court tennis coaching and training to children at all levels from ages 5 to 18. The program provides equipment which includes tennis rackets and balls. In addition, all children must wear tennis shoes on the courts.

The more seasoned players need excellent practice and coaching to advance to the next level of play. Weekly drills, instruction, and match play propels our players and readies them for USTA and local tennis tournaments. PBJTP strives to provide these players with the skills they need to be winners.



**ATTACHMENT A**

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

**STANDARD PROVISIONS FOR CITY CONTRACTS**

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

#### **PSC-4. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

#### **PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

#### **PSC-6. Excusable Delays**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

#### **PSC-7. Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

## **PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

## **PSC-9. Termination**

### **A. Termination for Convenience**

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

### **B. Termination for Breach of Contract**

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.



- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
  - 6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
  - 7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
  - 8. 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 Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

**PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

**PSC-11. Contractor's Personnel**

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

#### **PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

#### **PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

#### **PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

#### **PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

#### **PSC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** 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, 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), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, 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 Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, 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), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. 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 Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-20. Intellectual Property Warranty**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

#### **PSC-21. Ownership and License**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

**PSC-22. Data Protection**

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

**PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

**PSC-24. Best Terms**

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

**PSC-25. Warranty and Responsibility of Contractor**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

**PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

**CONTRACTOR** shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-29. Service Contractor Worker Retention Ordinance**

**CONTRACTOR** shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

**CONTRACTOR** understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-31. Contractor Responsibility Ordinance**

**CONTRACTOR** shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

**PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

**PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-34. First Source Hiring Ordinance**

**CONTRACTOR** shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-35. Local Business Preference Ordinance**

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

**PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)



shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # \_\_\_\_\_ Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38.** Contractors’ Use of Criminal History for Consideration of Employment Applications

**CONTRACTOR** shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39.** Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

### **PSC-43. Confidentiality**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

### **PSC-44. COVID-19**

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement 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, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. 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, Contractor 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.

### **PSC-45. Contractor Data Reporting**

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

## EXHIBIT 1

### INSURANCE CONTRACTUAL REQUIREMENTS

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

### CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** 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.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

# Required Insurance and Minimum Limits

Name: \_\_\_\_\_

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

Agreement/Reference: \_\_\_\_\_

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

#### Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL \_\_\_\_\_

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

#### General Liability

Products/Completed Operations

Sexual Misconduct \_\_\_\_\_

Fire Legal Liability \_\_\_\_\_

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

#### Professional Liability (Errors and Omissions)

Discovery Period \_\_\_\_\_

#### Property Insurance (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood \_\_\_\_\_

Builder's Risk

Earthquake \_\_\_\_\_

\_\_\_\_\_

#### Pollution Liability

\_\_\_\_\_

#### Surety Bonds - Performance and Payment (Labor and Materials) Bonds

#### Crime Insurance

Other: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_