

# APPROVED

REVISED

Feb 06 2025

## BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 25-012

DATE February 06, 2025

C.D. 2

### BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: NORTH HOLLYWOOD RECREATION CENTER – APPROVAL OF A PROPOSED AGREEMENT WITH THE OAKWOOD SCHOOL FOR THE INSTALLATION OF VARIOUS SPORT FIELD IMPROVEMENTS AS A DONATION TO THE CITY OF LOS ANGELES, A PROPOSED LICENSE AND MAINTENANCE AGREEMENT WITH THE OAKWOOD SCHOOL, AND PROPOSED DONOR RECOGNITION SIGNAGE – CATEGORICALLY EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTION 15301 [OPERATION, REPAIR, MAINTENANCE, 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], SECTION 15302 [REPLACEMENT OR RECONSTRUCTION OF EXISTING STRUCTURES AND FACILITIES WHERE THE NEW STRUCTURE WILL BE LOCATED ON THE SAME SITE AS THE STRUCTURE REPLACED AND HAVE SUBSTANTIALLY THE SAME PURPOSE AND CAPACITY], SECTION 15303(e) [INSTALLATION OF ACCESSORY (APPURTENANT) STRUCTURES INCLUDING GARAGES, CARPORTS, PATIOS, SWIMMING POOLS, AND FENCES]; SECTION 15304(b) [NEW GARDENING OR LANDSCAPING] AND SECTION 15304(f) [MINOR TRENCHING AND BACKFILLING WHERE THE SURFACE IS RESTORED] OF CALIFORNIA CEQA GUIDELINES AND ARTICLE III, SECTION 1, CLASS 1(1), CLASS 1(12), CLASS 2, CLASS 3(6); CLASS 4(3) AND CLASS 4(12) 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Withdrawn \_\_\_\_\_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. Accept a donation of park improvements to various sports fields at North Hollywood Recreation Center valued at up to approximately \$2,000,000 (Improvements), as further described in the Summary of this Report, to be designed, constructed, and installed by the Oakwood School (Oakwood) in accordance with the plans and specifications (Plans) on file in the Board of Recreation and Parks Commissioners (Board) Office;

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2. Approve the proposed Gift Agreement with Oakwood (Gift Agreement), in substantially the form attached hereto as Attachment 1, specifying the terms and conditions for the design, construction, and installation of the proposed Improvements, the acceptance of the completed Improvements as a donation to the City of Los Angeles subject to a post development inspection of the Improvements by RAP's Planning, Maintenance, and Construction Branch (PMC) to ensure the Improvements are completed in accordance with the Plans and RAP standards, as well as the provisions of the maintenance and use of the Improvements by Oakwood, subject to approval of the City Attorney as to form;
3. Authorize PMC to issue a Temporary, Revocable Right of Entry permit (ROE) to Oakwood and their contractors upon approval of the proposed Gift Agreement, allowing access to North Hollywood Recreation Center for the construction, installation, and completion of the Improvements in accordance with the terms and conditions of the proposed Gift Agreement and approved Plans;
4. Approve the installation of proposed recognition signage in accordance with the RAP Sponsorship Recognition Policy, as further described in the Gift Agreement, to be placed at a designated location within the Improvements area in appreciation and recognition of Oakwood's contributions, as depicted by the signage renderings and descriptions included as Attachment 2 of this Report;
5. Approve the proposed License and Maintenance Agreement with Oakwood (L&M Agreement), in substantially the form attached hereto as Attachment 3, specifying the terms and conditions for Oakwood's use and maintenance of the Improvements, subject to the approval of the City Council and the City Attorney as to form;
6. Determine that approval of the Gift Agreement, L&M Agreement, and related activities (Project) is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 [Operation, repair, maintenance, 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], Section 15302 [Replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and have substantially the same purpose and capacity], Section 15303(e) [Installation of Accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences], Section 15304(b) [New gardening or landscaping] and Section 15304(f) [Minor trenching and backfilling where the surface is restored] of California CEQA Guidelines and Article III, Section 1, Class 1(1), Class 1(12), Class 2, Class 3(6), Class 4(3), and Class 4(12) of City CEQA Guidelines, and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk and the Governor's Office of Land Use and Climate Innovation;
7. Direct the Board Secretary to (i) transmit the Gift Agreement to the City Attorney, and (ii) transmit the L&M Agreement to the City Council and City Attorney;

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8. Authorize the Board President and Secretary to execute the Gift Agreement and L&M Agreement upon receipt of necessary approvals;
9. 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 an NOE; and,
10. Authorize RAP staff to make technical corrections in order to carry out the intent of the Board in approving this Report.

### SUMMARY

The Oakwood School (Oakwood) is a 501(c)(3) non-profit primary and secondary independent co-educational day school located at 11600 Magnolia Boulevard, North Hollywood, California 91601. Oakwood was founded in 1951 by parents who wanted to provide their children with an educational experience that was rich in the arts, sciences, and humanities and challenging to their creative, intellectual, and physical capacities. Oakwood moved to its current campus in 1967 and according to school records has been utilizing North Hollywood Recreation Center for many of their athletic programs for over fifty years and has developed and maintained a positive working relationship with RAP staff assigned to the facility.

Oakwood approached the Department of Recreation and Parks (RAP) in October 2023 with a proposal to renovate and upgrade the northwest corner of North Hollywood Recreation Center located at 11430 Chandler Boulevard, North Hollywood, California 91601. The scope of the project includes the renovation of a baseball field (Field #1), softball field (Field #2), and smaller baseball field (Field #3), and multi-sport field located adjacent to Field #1 and softball Field #2, the installation of new batting cages, fencing, pedestrian and vehicular gates, dugout modifications, and irrigation improvements (Improvements); the Improvements are valued at approximately \$2,000,000.00. The plans for the Project have been reviewed and approved by both the Recreation Services Branch and Planning, Maintenance, and Construction Branch (PMC).

Additionally, Oakwood has proposed to perform and fund the maintenance of the Improvements for the term of the proposed License and Maintenance Agreement (L&M Agreement) valued at approximately \$75,000.00 per year. Both the Improvements and maintenance will be performed by a licensed landscaping contractor. The L&M Agreement will include provisions for Oakwood's use of the fields; the initial term (Initial Term) of this Agreement is proposed to be five years, with the option to renew for an additional five years (Renewal Term). Generally, the request is for use during their permitted times of the fields Monday through Friday from 1:00 p.m. to 5:30 p.m. during the academic year, and for four weeks Monday through Friday from 8 a.m. to 1 p.m. during the summer. Oakwood will be required to obtain a Facility Use Permit issued by Recreation staff for use of the field under specific terms and conditions. In recognition of Oakwood's initial investment of funds for the Improvements and their ongoing commitment to maintaining the Improvements at their sole expense, the L&M Agreement requests to waive the Facility Use Permit Fees (Permit

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Fees) for the Initial Term; Permit Fees will be revisited prior to the expiration of the Initial Term and commencement of the Renewal Term.

### ENVIRONMENTAL IMPACT

The proposed Project consists of the acceptance of a donation and the approval of a Project which proposes the following:

- minor alteration of existing public facilities, involving negligible or no expansion of existing or former use;
- replacement of existing facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity;
- installation of new accessory structure;
- new landscaping; and
- minor trenching and backfilling where the surface is restored.

According to the parcel profile report retrieved December 4, 2024, this area resides in a liquefaction and methane zone. The construction of this Project will not create conditions that could lead to liquefaction or that would expose park patrons to increased methane seepage. This site is not within a coastal 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 December 4, 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 the vicinity of the proposed Project or within its site. Furthermore, the proposed Project is located at North Hollywood Recreation Center, which has been deemed eligible to be listed in the National Register of Historic Places and the California Register of Cultural Resources. However, the improvement of the existing baseball fields will not cause a substantial adverse change in the significance of any historical resource.

Based on this information, staff recommends that the Board determine that the proposed Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Sections 15301, 15302, 15303(e), 15304(b) and 15304(f) of California CEQA Guidelines as well as Article III, Section 1, Class 1(1), Class 1(12), Class 2, Class 3(6), Class 4(3) and Class 4(12) of City CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk and the Governor's Office of Land Use and Climate Innovation upon Board's approval.

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### FISCAL IMPACT

There is no fiscal impact to the RAP General Fund as costs associated with the construction, installation, and future maintenance of the Improvements will be funded entirely by the Oakwood School at no cost to RAP.

### STRATEGIC PLAN INITIATIVES AND GOALS

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

**Goal 3-** Create and Maintain World Class Parks and Facilities

**Goal 6-** Build Financial Strength and Innovative Partnerships

**Outcome 3-** Expansion and development of new partnerships, sponsorships, and donations support the Department's programs and park facilities

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

### LIST OF ATTACHMENTS/EXHIBITS

- 1) Proposed Gift Agreement
- 2) Proposed Recognition Signage
- 3) Proposed License and Maintenance Agreement

**AGREEMENT  
BETWEEN THE CITY OF LOS ANGELES  
AND  
THE OAKWOOD SCHOOL  
FOR THE INSTALLATION OF PARK IMPROVEMENTS  
AT  
NORTH HOLLYWOOD RECREATION CENTER**

This AGREEMENT (“AGREEMENT”) is entered into this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, (“EFFECTIVE DATE”), by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Parks Commissioners (collectively, “CITY”), and The Oakwood School (“ORGANIZATION”), a California non-profit public benefit corporation. CITY and ORGANIZATION may be referred to herein individually as “PARTY” and/or collectively as “PARTIES”.

WHEREAS, CITY, through its Department of Recreation and Parks (“RAP”), owns and operates real property commonly referred to as North Hollywood Recreation Center (“PARK”), located at 11430 Chandler Boulevard, North Hollywood, California 91601; and,

WHEREAS, ORGANIZATION, established in 1951, is located at 11600 Magnolia Boulevard, North Hollywood, CA 91601, and has been a contributor to the North Hollywood community and permitted user of PARK amenities for over fifty years; and,

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 WHEREAS, ORGANIZATION has offered to fund the redevelopment of the northwest corner of the PARK (“PREMISES”) where the existing baseball, softball, and multi-sport s are currently located, which shall consist of the renovation of the baseball field (Field #1), softball field (Field #2), and multi-sport field located adjacent to baseball Field #1 and softball Field #2, the installation of new infield dirt and outfield grass on baseball Field #3, the installation of new batting cages, fencing, pedestrian and vehicular gates, dugout modifications, lighting improvements, and irrigation improvements, collectively valued up to approximately \$2,000,000.00, pursuant to RAP standards and for the benefit and enjoyment of the public (collectively, “IMPROVEMENTS”); and,

WHEREAS, ORGANIZATION has agreed to commit the necessary funds to complete the IMPROVEMENTS estimated in value up to approximately \$2,000,000.00, and has agreed to design and construct said IMPROVEMENTS at ORGANIZATION’s sole expense, in accordance with the terms and conditions of this AGREEMENT; and,

WHEREAS, ORGANIZATION has agreed to enter into contracts with RAP approved licensed contractors and vendors (collectively “CONTRACTORS”) for the construction and installation of the IMPROVEMENTS (“PROJECT”), pursuant to plans

and specifications developed by ORGANIZATION and approved by RAP Planning, Maintenance, and Construction staff (“PMC”), which are on file with PMC staff and generally summarized by the Project Area and Project Design illustration(s) attached hereto and incorporated herein by reference as Exhibits A and B, respectively (collectively, “PLANS”), with such construction and installation to be performed during the Winter/Spring of 2025 at no cost to CITY; and,

WHEREAS, upon completion of the IMPROVEMENTS, the ORGANIZATION has agreed to donate the completed IMPROVEMENTS, as a gift to CITY, in accordance with the terms and conditions of this AGREEMENT (“GIFT”); and,

WHEREAS, RAP and ORGANIZATION have conceptually agreed to enter into a subsequent, separate agreement stipulating the terms and conditions for ORGANIZATION’s use of the PREMISES for the operation of its athletic programs and activities, and the maintenance of the PREMISES through one or more direct contract(s) with one or more qualified and appropriately licensed landscape company(ies) approved by RAP, at ORGANIZATION’s sole expense and no cost to CITY, subject to approval by the Board of Recreation and Park Commissioners; and,

WHEREAS, through this AGREEMENT, RAP and ORGANIZATION have agreed to the terms and conditions under this AGREEMENT for the construction and installation of the IMPROVEMENTS pursuant to approved PLANS, and ORGANIZATION hereby agrees to donate the GIFT to CITY and CITY hereby agrees to accept the GIFT upon completion of the PROJECT, subject to PMC’s performance of a post-development inspection to ensure that the PROJECT was performed in accordance with approved PLANS; and,

WHEREAS, the Board of Recreation and Park Commissioners (“BOARD”), has approved this AGREEMENT at its meeting held on [REDACTED] (Board Report No. XX-XXX).

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

**1. PARTIES**

ORGANIZATION:       The Oakwood School  
                              Jaime Dominguez, Head of School  
                              11600 Magnolia Boulevard  
                              North Hollywood, California 91601  
                              Phone: 818-732-3000

Email: JDominguez@oakwoodscool.org

RAP: City of Los Angeles Department of Recreation and Parks  
% Partnerships Section  
Melissa Bettis, Management Analyst  
221 North Figueroa Street, Suite 180  
Los Angeles, California 90012  
Phone: 213-202-5600  
Email: Melissa.Bettis@lacity.org

And: City of Los Angeles Department of Recreation and Parks  
% Valley Region Headquarters  
Traci Goldberg, Superintendent  
6335 Woodley Avenue  
Van Nuys, California 91406  
Phone: 818-756-8060  
Email: Traci.Goldberg@lacity.org

## **2. FUNDING**

Prior to the commencement of any construction activities associated with the PROJECT, ORGANIZATION shall confirm with RAP that all necessary funding necessary to ensure the completion of the PROJECT has been secured by ORGANIZATION. It is understood that ORGANIZATION has committed funds in the approximate amount of up to \$2,000,000 for the sole purpose of performing the PROJECT as described herein. The funds are provided by donors directly associated with the ORGANIZATION and from the ORGANIZATION's 2024-2025 operating budget.

The funding described above shall be used solely for the completion of the PROJECT pursuant to the PLANS submitted to and approved by RAP, which includes the following scope of work more fully described by Exhibits A and B of this AGREEMENT:

- Installation of new sod on 3 fields including one baseball field (Field #1), one softball field (Field #2), and the multi-sport (soccer and flag football) field
- Installation of new infield dirt and outfield grass up to 200 feet from home plate on Field #3
- Reconstruction of existing dugouts at Field #1 and Field #2
- Installation of new batting cages
- Installation of new fencing surrounding the PREMISES
- Installation of new pedestrian and vehicular gates for access to the PREMISES



- Installation of irrigation improvements on the PREMISES
- ORGANIZATION has allocated up to a maximum of eighty thousand dollars for the installation of upgraded lighting fixtures utilizing existing poles and wiring

### **3. TERM AND TERMINATION**

The term of this AGREEMENT shall be one year from the EFFECTIVE DATE (“TERM”). CITY may revoke this AGREEMENT at any time if ORGANIZATION does not comply with the conditions contained herein. Upon receipt of a written notice of termination, ORGANIZATION shall remove all personal property owned by ORGANIZATION and discontinue all work and/or activities permitted under this AGREEMENT.

- a. COMMENCEMENT AND EXPIRATION: This AGREEMENT shall take effect on the EFFECTIVE 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 21, CITY and ORGANIZATION may each terminate this AGREEMENT upon written notice of termination given to the other PARTY no less than sixty days prior to the date of termination. Further, CITY may immediately terminate this AGREEMENT in the event ORGANIZATION 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 ORGANIZATION’s corporate charter or grant of non-profit status, unless the same is reinstated within sixty calendar days after such termination; (ii) a material change in ORGANIZATION’s purposes or function as contained in ORGANIZATION’s corporate charter or grant of non-profit status (“Stated Purposes”); (iii) a material change in the delivery of services by ORGANIZATION from that described herein; or (iv) the failure of ORGANIZATION to use the PREMISES for any of the authorized uses described in Section 4 herein, Description and Development of Premises (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 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 ORGANIZATION’s control. Under such circumstances, ORGANIZATION shall immediately cease and desist from all use of the PREMISES, and this AGREEMENT shall be deemed terminated upon ORGANIZATION’s receipt of such notification of immediate termination from RAP.

- d. Either PARTY may terminate this AGREEMENT, in their sole respective discretion as described herein, and shall not be liable to the other PARTY for any reason for terminating this AGREEMENT if:
  - i. CITY uses, or authorizes use of the PLANS or IMPROVEMENTS in any manner not authorized under this AGREEMENT;
  - ii. Construction/installation of IMPROVEMENTS has not begun within six months from EFFECTIVE DATE;
  - iii. The land upon which IMPROVEMENTS are to be located is no longer owned or leased by CITY;
  - iv. ORGANIZATION, prior to the commencement of construction/installation of the IMPROVEMENTS, is unable to invest all funding required to pay for the completion of the PROJECT due to unanticipated change orders or occurrences increasing PROJECT costs beyond available funding; or,
  - v. The non-terminating PARTY materially breaches any term or condition of this AGREEMENT.
- e. If either PARTY ceases to conduct its business or make any involuntary assignment of either its assets or its business for the benefit of creditors; or if a trustee or receiver is appointed to administer or conduct the party's business affairs; or, if any insolvency proceedings are conducted against a PARTY and are not terminated or dismissed within thirty days, then the other PARTY may terminate this AGREEMENT with immediate effect upon written notice to such PARTY.

#### **4. DESCRIPTION AND DEVELOPMENT OF PREMISES**

The PREMISES authorized for redevelopment by ORGANIZATION under the terms and conditions of this AGREEMENT is the northwest corner of the PARK, referred to herein as "PREMISES" and depicted by Exhibit A (Project Area) of this AGREEMENT, to be used for the completion of the PROJECT.

#### **5. DEVELOPMENT OF IMPROVEMENTS**

Subject to the termination and other provisions set forth in this AGREEMENT, ORGANIZATION agrees to pay all CONTRACTORS directly as required for the completion of the PROJECT. ORGANIZATION shall be solely responsible for administering all its contracts with the CONTRACTORS for all work related to the IMPROVEMENTS. Further, ORGANIZATION shall be solely responsible for obtaining

all licenses and permits required to design, construct and install the IMPROVEMENTS.

a. Design and Location.

- i. ORGANIZATION has provided PLANS for review by PMC staff, which have been approved and are on file with RAP. ORGANIZATION shall not make any modifications to such PLANS approved in final form by RAP without RAP's prior written approval.
- ii. IMPROVEMENTS shall be constructed on CITY owned property within certain designated areas of the PARK only, pursuant to PLANS approved by PMC and this AGREEMENT.

b. Construction.

- i. ORGANIZATION shall pay all costs for the construction and installation of IMPROVEMENTS, pursuant to Project Design Illustration approved by RAP and included herein as Exhibit B, in accordance with the terms and conditions of this AGREEMENT.
- ii. ORGANIZATION shall be solely responsible for the completion of the PROJECT, including but not limited to completion of any environmental clearances and other permits as may be required by law. All costs and filing of documents required for obtaining said clearances, approvals and authorizations shall be borne by ORGANIZATION. ORGANIZATION shall timely and regularly consult with RAP regarding its construction activities to ensure compliance with RAP standards and applicable law. ORGANIZATION agrees and acknowledges that RAP may reject acceptance of any IMPROVEMENTS as a GIFT, regardless of whether construction is completed, if RAP determines, in its sole discretion, that such IMPROVEMENTS do not meet RAP standards.

c. PROJECT Coordination. RAP shall issue a Right-Of-Entry Permit ("ROE") to ORGANIZATION and CONTRACTORS granting access to the PREMISES and certain areas of the PARK for PROJECT implementation. ORGANIZATION agrees to maintain regular communication with RAP regarding the PROJECT's progress and any issues that may arise, and further agrees to coordinate in advance with PMC and the PARK's Director in Charge ("DIC") regarding any required points of ingress-egress and parking required to accommodate PROJECT activities within the PREMISES and PARK.

## **6. POST-CONSTRUCTION**

- a. Upon completion of the PROJECT, RAP shall conduct a Post-Development Inspection within 30 days of ORGANIZATION or its contractor giving RAP written notice that the Project has been completed to ensure that the IMPROVEMENTS have been performed pursuant to RAP approved PLANS, and in compliance with the terms and conditions of this AGREEMENT.
- b. Following RAP's approval and/or acceptance of the completed PROJECT, as confirmed in writing by the RAP General Manager or designee, and subsequent opening of the PREMISES to the public, the use and maintenance of the PREMISES by ORGANIZATION shall be stipulated in a separate agreement between RAP and ORGANIZATION, subject to approval by the BOARD.
- c. It is understood by PARTIES that the PREMISES shall be managed by RAP under the authority of the PARK's DIC, and shall generally be open to the public at RAP's discretion, subject to RAP policies, local rules, regulations, ordinances, and laws which may include provisions related to hours of operation, permitting protocols, age limits, acknowledgment of risk by users, and the prohibition of alcohol and illegal drugs.
- d. The use and scheduling of the PREMISES between PARTIES shall be subject to the terms and conditions of a separate and subsequent agreement referenced above.
- e. It is also understood by PARTIES that there shall generally be no limit to the use of the PREMISES to any select group of persons; however, CITY may issue permit(s) for the use of PREMISES by members of a group or organization for limited periods of time.

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

Except for the IMPROVEMENTS, no material physical alterations, additional improvements, removal and/or replacements ("Alterations") shall be made to the PARK or PREMISES without the prior written authorization of the RAP General Manager or designee. In the event any such Alterations are proposed by ORGANIZATION, ORGANIZATION shall provide CITY 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, and any other information reasonably requested by CITY. Unless otherwise agreed to in advance in writing, all project associated costs shall be paid at the sole expense of ORGANIZATION.

## **8. INDEMNIFICATION**

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, ORGANIZATION 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, (i) 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), (ii) damages or liability of any nature whatsoever, (iii) for death or injury to any person, including ORGANIZATION's employees and agents, or (iv) 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 ORGANIZATION, its subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this Section 8 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.

ORGANIZATION 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. ORGANIZATION has carefully reviewed this document, understands its contents, and signs it voluntarily, without being subject to coercion.

## **9. INSURANCE**

Before accessing and using the PREMISES under this AGREEMENT, and periodically as required during its TERM, ORGANIZATION 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. ORGANIZATION 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. ORGANIZATION shall 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.

ORGANIZATION 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 ORGANIZATION sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to ORGANIZATION.

If any of the required insurance contains aggregate limits or applies to other operations of ORGANIZATION outside of this AGREEMENT, ORGANIZATION shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in ORGANIZATION's best judgment may diminish the protection such insurance affords CITY within thirty calendar days of the knowledge of same. ORGANIZATION shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty calendar days of the knowledge of same.

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, ORGANIZATION shall provide CITY at least thirty calendar days prior written notice of such intended election by the insurance company, or ten 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 ORGANIZATION.

ORGANIZATION's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may either (i) provide ORGANIZATION five (5) calendar days written notice of such failure, upon receipt of which ORGANIZATION 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. ORGANIZATION agrees to reimburse CITY for all money so paid.

Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of ORGANIZATION's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

## **10. PUBLICITY**

- a. ORGANIZATION shall have the right to publicize, show photographs of, use the name of, and otherwise promote its contributions to the IMPROVEMENTS, including that of its donors, subject to this Section 10 and the terms and conditions of this AGREEMENT.
- b. PARTIES acknowledge that each of the CITY, RAP, and ORGANIZATION names, and other intellectual property of CITY, RAP and ORGANIZATION have substantial goodwill. Therefore, CITY further acknowledges and agrees that all use of ORGANIZATION name, pursuant to this AGREEMENT, shall inure to the sole and exclusive benefit of ORGANIZATION, and CITY, in accordance with the terms and conditions set forth in this AGREEMENT. Additionally, ORGANIZATION further acknowledges and agrees that all use of CITY and RAP names, pursuant to this AGREEMENT, shall inure to the sole and exclusive benefit of CITY, RAP, and ORGANIZATION. ORGANIZATION agrees that it shall use the CITY and RAP names solely in accordance with the terms and conditions set forth in this AGREEMENT. PARTIES further agree and acknowledge that any donors associated with the PROJECT shall not have any granted rights under this Section 10 or AGREEMENT unless expressly stated. When the CITY refers to "The Oakwood School" in any of its publications, it will initially use the full name of the organization. If the name is abbreviated, the CITY will use "School" or "SCHOOL" as the abbreviated name.
- c. PARTIES 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 the gift, the PROJECT, and/or this AGREEMENT, including, but not limited to an initial press conference, dedication and/or grand opening event, and/or the use or promotion of the PROJECT; except as may be legally required by applicable laws, regulations, or judicial order.
  - i. PARTIES agree to notify each other in writing of any press release, public announcement, marketing or promotion of the PROJECT, and shall appropriately acknowledge the contributions of the PARTIES. Further, ORGANIZATION agrees, with respect to any press release or response to any press inquiry regarding the PROJECT, that ORGANIZATION shall obtain RAP's approval in writing prior to release of any information regarding the IMPROVEMENTS or GIFT.
  - ii. To the extent stipulated in any grant agreement, partnership agreement, donation agreement, or other agreement, PARTIES shall duly notify any

grantors, donors, partners or other party, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement or other funding source, and shall provide the opportunity for attendance and participation by grantor, donors, partner, or other respective representatives.

- iii. PARTIES shall coordinate the scheduling and organization of any public or media event in connection with the PROJECT to provide the opportunity for attendance and participation by officials and/or representatives of CITY and ORGANIZATION; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or ORGANIZATION, in whole or in part, in connection with the PROJECT, shall contain any acknowledgements required under any related grant agreement, partnership agreement, donation agreement, or other agreement or funding source.

## **11. USE OF MARKS**

Notwithstanding any provision herein, neither PARTY shall use the other's trademarks, trade-names or logos (each, a "Mark") without the prior written approval of the other. Each Mark shall remain the sole and exclusive intellectual property of the respective PARTY.

## **12. SIGNAGE**

- a. At the sole discretion of CITY, RAP shall acknowledge the contributions provided by ORGANIZATION through this AGREEMENT, as requested by ORGANIZATION, and approved by the BOARD in accordance with RAP policy, and in the form and manner as set forth in this Section 12.
- b. ORGANIZATION shall be recognized for its generosity through recognition signage at the PREMISES, approved by PARTIES and the BOARD in accordance with RAP Policy, as illustrated by the Recognition Signage rendering attached hereto and incorporated herein by reference as Exhibit C.
- c. No additional signs or banners of any kind shall be displayed by ORGANIZATION 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 ORGANIZATION's expense, of any sign previously approved by RAP and installed, or caused to be installed, by ORGANIZATION.



### **13. PRIMARY CONTACTS**

ORGANIZATION: The Oakwood School  
Christopher Thomas, Chief Operating Officer  
11600 Magnolia Boulevard  
North Hollywood, California 91601  
Phone: 818-732-3000  
Email: CThomas@oakwoodschoool.org

RAP: North Hollywood Recreation Center  
Director in Charge ("PARK DIC")  
11430 Chandler Boulevard  
North Hollywood, California 91601  
Phone: 818-763-7651  
Email: NorthHollywood.RecreationCenter@lacity.org

And: Planning, Construction, and Maintenance Branch  
Fernando Torres  
221 N. Figueroa Street, 4th Floor  
Los Angeles, CA 90012  
Phone: 213-202-2707  
Email: Fernando.TorresJr@lacity.org

### **14. NOTICES**

Any notice, request for consent, or statement ("NOTICE"), that RAP or ORGANIZATION 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 ORGANIZATION may designate a different address for any NOTICE by written statement to the other in accordance with the provisions of this Section 14. 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:

ORGANIZATION: The Oakwood School  
Jaime Dominguez, Head of School  
11600 Magnolia Boulevard  
North Hollywood, California 91601  
Phone: 818-732-3000  
Email: JDominguez@oakwoodschoool.org

RAP: City of Los Angeles Department of Recreation and Parks

Partnerships Section  
221 North Figueroa Street, Suite 180  
Los Angeles, California 90012  
Phone: 213-202-5600  
Email: RAP.Partnerships@lacity.org

Copy to: City of Los Angeles Department of Recreation and Parks  
Valley Region Headquarters  
Traci Goldberg, Superintendent  
6335 Woodley Avenue  
Van Nuys, California 91406  
Phone: 818-756-8060  
Email: Traci.Goldberg@lacity.org

#### **15. FORCE MAJEURE**

No PARTY shall be deemed to have defaulted under or breached this AGREEMENT, for any failure or delay in fulfilling or performing any term of this AGREEMENT when and to the extent such failure or delay is caused by or results from acts beyond the impacted PARTY's reasonable control, including without limitation, the following that frustrates the purpose of this AGREEMENT: (a) acts of God; (b) extreme weather, flood, fire, earthquake or explosion; (c) war, invasion, hostilities, terrorist threats or acts, riot or civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect or after the date of this AGREEMENT; (f) national or regional emergency; (g) third party litigation; (h) epidemics or pandemics; or (i) other similar events beyond the reasonable control of the PARTIES.

#### **16. REPRESENTATION AND WARRANTIES**

- a. ORGANIZATION represents and warrants that it has the right and power to enter into and perform this AGREEMENT, and to grant the rights granted herein. In performing its obligation under this AGREEMENT, including in designing, constructing and installing the IMPROVEMENTS, ORGANIZATION shall comply with all applicable laws, including any applicable labor and wage laws.
- b. CITY represents and warrants that it has the right and power to enter into and perform this AGREEMENT and that it will comply with all applicable rules, regulations, ordinances and laws related to the use and operation of IMPROVEMENTS and the PARK.

## **17. CASUALTY AND CONDEMNATION**

ORGANIZATION shall be excused from its obligations in this AGREEMENT with respect to any portion of the PREMISES or any improvement thereon damaged by casualty or taken by condemnation until any such portion or improvement is restored. CITY shall not be obligated to restore PREMISES damaged by casualty in whole or in part. If PREMISES is taken by condemnation, CITY shall not be obligated to provide ORGANIZATION a replacement property.

## **18. BOOKS AND RECORDS**

ORGANIZATION and CITY shall maintain records, including records of financial transactions, pertaining to the performance of this AGREEMENT, in their original form, in accordance with requirements prescribed by CITY and ORGANIZATION. These records shall be retained for a period of lesser of three years after termination of this AGREEMENT or ten years from the date of record.

Said records shall be subject to examinations and audit by authorized CITY or ORGANIZATION personnel or by their representative(s) at any time during the TERM of this AGREEMENT, or within three years following the termination date of this AGREEMENT, upon five business days advance written notice from the examining Party.

## **19. FILMING**

It is the policy of the CITY to facilitate the use of City-controlled properties as film locations when appropriate. RAP has established a Park Film Office to coordinate use of park areas for film production purposes. Any commercial filming at PREMISES shall be subject to approval by RAP and the Park Film Office. All fees for use of PREMISES by film production companies shall be established and collected by the Park Film Office in accordance with CITY and RAP policies. The Park Film Office may be reached at (323) 644-6220. ORGANIZATION shall not charge any fees for film production conducted on PREMISES.

## **20. BREACH OR DEFAULT BY ORGANIZATION**

The following occurrences constitute events of breach or default of this AGREEMENT: ORGANIZATION materially fails in the performance of any provision or condition of this AGREEMENT, such as failure to maintain required insurance coverage, failure to comply with applicable legal requirements or failure to fulfill the obligation to operate, maintain and repair the PREMISES as specified herein. ORGANIZATION's attempt to assign rights or obligations under this AGREEMENT without CITY's prior written

consent shall also constitute an event of breach or default.

## **21. BREACH OR DEFAULT BY ORGANIZATION – CITY’S REMEDIES**

Upon the occurrence of one or more events of breach or default by ORGANIZATION, CITY may, at its election and without waiving any right to select any other remedy provided in this Section 21 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 ORGANIZATION, and if ORGANIZATION does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may, by delivering a second written notice to ORGANIZATION, terminate this AGREEMENT without further delay, whereupon ORGANIZATION shall vacate the PREMISES within fourteen calendar days. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven 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 ORGANIZATION, perform or cause to be performed any of ORGANIZATION’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 or termination of agreement.

## **21. 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. CITY and ORGANIZATION are independent contractors.

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

Nothing herein contained shall be construed to place the parties in this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of business organization or agency relationship. ORGANIZATION shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will ORGANIZATION represent themselves to be agent(s) of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or

vested in ORGANIZATION the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

### **23. SAFE PRACTICES**

ORGANIZATION shall correct violations of safety practices during PROJECT activities 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), ORGANIZATION must notify the RAP contacts referenced in Section 13 as soon as possible but no later than twenty-four hours after ORGANIZATION 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 hours. ORGANIZATION 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. ORGANIZATION shall keep internal documentation of the incident(s) occurring during the previous two years and provide RAP with such information upon request.

### **24. GOVERNANCE**

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California, without regard to its principles of conflicts of law. PARTIES consent to the sole and exclusive jurisdiction and venue in the Federal or State courts in Los Angeles County, California, and agree that all disputes based on or arising out of this AGREEMENT shall only be submitted to and determined by said courts, which shall have sole and exclusive jurisdiction.

### **25. ENTIRE AGREEMENT**

This AGREEMENT sets forth the entire understanding of the PARTIES hereto, with respect to the subject matter hereof. Except as otherwise expressly set forth in this AGREEMENT, there are no other representations, understandings, or agreements between the PARTIES relative to such subject matter. Any variation or amendment to this AGREEMENT shall be in writing and signed by all PARTIES.

### **26. INCORPORATION OF DOCUMENTS**

Exhibit A:	Project Area
Exhibit B:	Project Design Illustration
Exhibit C:	Recognition Signage
Exhibit D:	Insurance Requirements and Instructions

**[SIGNATURE PAGE TO FOLLOW]**

This AGREEMENT shall supersede any prior oral or written understanding, communications, or agreements between the PARTIES, and constitutes the entire agreement of the PARTIES with respect to the subject matter hereof. This AGREEMENT shall not be amended or modified, except in writing and signed by both PARTIES hereto.

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.

THE OAKWOOD SCHOOL, a California public benefit corporation

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

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

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

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

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

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

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

**APPROVED AS TO FORM:**

HYDEE FELDSTEIN SOTO, City Attorney

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

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

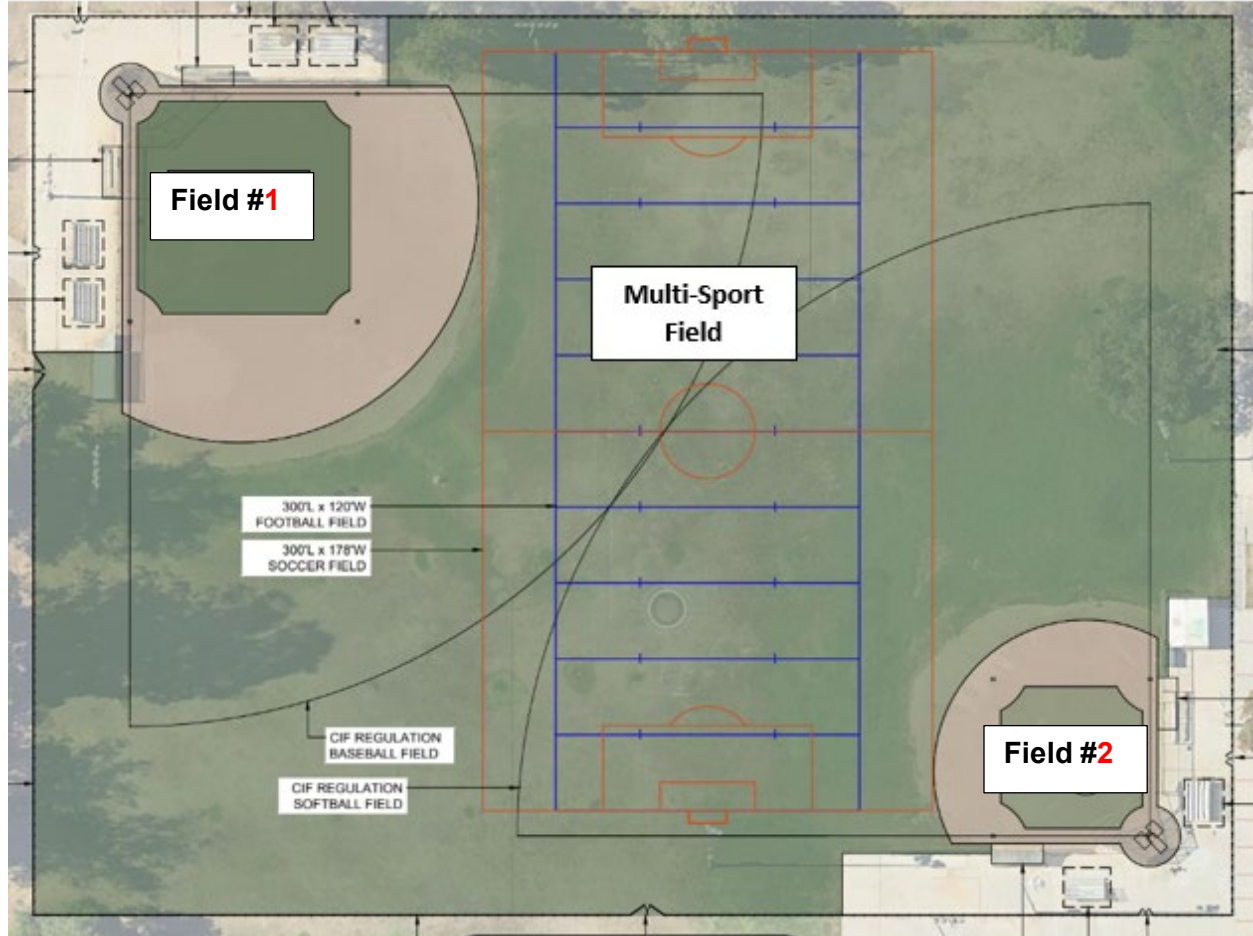
Date: \_\_\_\_\_

**Exhibit A - Project Area**





**Exhibit B - Project Design Illustration**





**THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
THANKS AND ACKNOWLEDGES**



**FOR ITS GENEROUS CONTRIBUTIONS TO  
NORTH HOLLYWOOD RECREATION CENTER**



**THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
THANKS AND ACKNOWLEDGES**



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**Exhibit D - Insurance Requirements and Instructions**

Form Gen. 146 (Rev. 6/12)

**Required Insurance and Minimum Limits**

Name: The Oakwood School Date: 11/07/2024

Agreement/Reference: Installation of Park Improvements and Maintenance at North Hollywood Recreation Center

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

	Limits
<input checked="" type="checkbox"/> <b>Workers' Compensation (WC) and Employer's Liability (EL)</b>	WC <u>Statutory</u> EL <u>1,000,000</u>
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input checked="" type="checkbox"/> Waiver of Subrogation in favor of City         </div> <div style="width: 45%;"> <input type="checkbox"/> Longshore &amp; Harbor Workers  <input type="checkbox"/> Jones Act         </div> </div>	
<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>
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input checked="" type="checkbox"/> Products/Completed Operations  <input type="checkbox"/> Fire Legal Liability _____  <input type="checkbox"/> _____         </div> <div style="width: 45%;"> <input type="checkbox"/> Sexual Misconduct _____         </div> </div>	
<input checked="" type="checkbox"/> <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	<u>1,000,000</u>
<input type="checkbox"/> <b>Professional Liability</b> (Errors and Omissions)	_____
Discovery Period <u>12 months after completion of work or date of termination</u>	
<input type="checkbox"/> <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)	_____
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> All Risk Coverage  <input type="checkbox"/> Flood _____  <input type="checkbox"/> Earthquake _____         </div> <div style="width: 45%;"> <input type="checkbox"/> Boiler and Machinery  <input type="checkbox"/> Builder's Risk  <input type="checkbox"/> _____         </div> </div>	
<input type="checkbox"/> _____	_____
<input type="checkbox"/> <b>Surety Bonds</b> - Performance and Payment (Labor and Materials) Bonds	_____
<input type="checkbox"/> <b>Crime Insurance</b>	_____

**Other:** Provided to: Melissa Bettis

If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>

In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

(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.



**THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
THANKS AND ACKNOWLEDGES**

**OAKWOOD  
SCHOOL**

**FOR ITS GENEROUS CONTRIBUTIONS TO  
NORTH HOLLYWOOD RECREATION CENTER**



**THE CITY OF LOS ANGELES  
DEPARTMENT OF RECREATION AND PARKS  
THANKS AND ACKNOWLEDGES**

**OAKWOOD  
SCHOOL**

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**LICENSE AGREEMENT  
BETWEEN THE CITY OF LOS ANGELES  
AND  
THE OAKWOOD SCHOOL  
FOR USE AND MAINTENANCE OF CERTAIN BASEBALL,  
SOFTBALL, AND MULTI-PURPOSE FIELD IMPROVEMENTS  
AT NORTH HOLLYWOOD RECREATION CENTER**

This AGREEMENT (“AGREEMENT”) is entered into this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, (“EFFECTIVE DATE”), by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Parks Commissioners (collectively, “CITY”), and The Oakwood School (“ORGANIZATION”), a California 501(c)(3) non-profit corporation. CITY and ORGANIZATION may be referred to herein individually as “PARTY” and/or collectively as “PARTIES”.

WHEREAS, CITY, through its Department of Recreation and Parks (“RAP”), owns and operates real property commonly referred to as North Hollywood Recreation Center (“PARK”), located at 11430 Chandler Boulevard, North Hollywood, California 91601; and,

WHEREAS, ORGANIZATION has committed to funding the redevelopment of the northwest corner of PARK (“PREMISES”) where the existing baseball, softball, and multi-sport fields are currently located, which shall consist of the renovation of two baseball fields, softball field, and multi-sport field located adjacent to the baseball and softball fields, the installation of new batting cages, fencing, pedestrian and vehicular gates, dugout modifications, and irrigation improvements pursuant to plans and specifications approved by RAP (collectively, “IMPROVEMENTS”), as described by a certain Gift Agreement (“GIFT AGREEMENT”) between PARTIES approved by the Board of Recreation and Park Commissioners (“BOARD”) at the BOARD meeting held on \_\_\_\_\_, through which ORGANIZATION has agreed to donate said IMPROVEMENTS to RAP upon the project’s completion, as a gift to CITY for the benefit and enjoyment of its residents and parks visitors; and,

WHEREAS, CITY has agreed to approve the installation of the IMPROVEMENTS (“PROJECT”) and accept the IMPROVEMENTS upon the PROJECT’s completion, pursuant to the terms and conditions of the GIFT AGREEMENT; and,

WHEREAS, ORGANIZATION has secured the necessary funds to complete the PROJECT and support the maintenance of the completed IMPROVEMENTS by contracting with a qualified and appropriately licensed landscape company hired by and funded at ORGANIZATION’s sole expense, to maintain the IMPROVEMENTS located

within the PREMISES, including the baseball field, softball field, multi-sport field, and the surrounding grounds and amenities within the PREMISES, throughout the term of this AGREEMENT, in coordination with and subject to the direction and approval of the Superintendent of the RAP Valley Region Maintenance Division or designee ("Superintendent of Maintenance"), pursuant to the terms and conditions of this AGREEMENT; and,

WHEREAS, in consideration of ORGANIZATION's commitments and obligations contained in this License and Maintenance Agreement ("AGREEMENT"), ORGANIZATION shall be entitled to obtain from RAP a non-exclusive permit for use of the PREMISES to operate their middle school and high school athletic programs, including both practices and games ("PROGRAM") in coordination with the PARK's Director in Charge (DIC), as more fully set forth in this AGREEMENT; and,

WHEREAS, through this AGREEMENT, RAP and ORGANIZATION have agreed to establish and implement a collaborative working relationship allowing for ORGANIZATION's use and maintenance of PREMISES; and,

WHEREAS, CITY, through the BOARD, has approved this AGREEMENT at the BOARD meeting held on [REDACTED] (Board Report No. XX-XXX).

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

## 1. PARTIES

ORGANIZATION: The Oakwood School  
Jaime Dominguez, Head of School  
11600 Magnolia Boulevard  
North Hollywood, California 91601  
Phone: 818-732-3000  
Email: JDominguez@oakwoodscool.org

RAP: City of Los Angeles Department of Recreation and Parks  
Partnership Section  
Melissa Bettis, Management Analyst  
221 North Figueroa Street, Suite 180  
Los Angeles, California 90012  
Phone: 213-202-5600  
Email: Melissa.Bettis@lacity.org

And: City of Los Angeles Department of Recreation and Parks  
Valley Region Headquarters  
Traci Goldberg, Superintendent  
6335 Woodley Avenue  
Van Nuys, California 91406  
Phone: 818-756-8060  
Email: Traci.Goldberg@lacity.org

## **2. FUNDING**

It is understood, and agreed by ORGANIZATION, that the necessary funds for the future maintenance of the PREMISES to be performed by ORGANIZATION in accordance with the terms and conditions of this AGREEMENT (“MAINTENANCE”), as mutually agreed upon between PARTIES and subject to coordination with RAP, will be identified and secured by ORGANIZATION through separate financial resources and allocated for such MAINTENANCE purposes, so as to ensure the ongoing MAINTENANCE is performed throughout the Term of this AGREEMENT.

## **3. TERM AND TERMINATION**

The initial term of this AGREEMENT shall be five (5) years from the EFFECTIVE DATE (“INITIAL TERM”) with a subsequent five (5) year option to renew at the sole discretion of the RAP General Manager or designee (“RENEWAL TERM”). ORGANIZATION shall provide RAP with a written request to exercise the RENEWAL TERM at minimum six (6) months prior to the expiration of the INITIAL TERM. It is understood by PARTIES that the INITIAL TERM and RENEWAL TERM of this AGREEMENT shall be referred to herein collectively as “TERM”.

CITY may revoke this AGREEMENT at any time, subject to any applicable provisions of Section 24, if ORGANIZATION does not comply with the conditions contained herein. Upon receipt of the written notice of termination, ORGANIZATION shall remove all personal property owned by ORGANIZATION and discontinue all work and/or activities permitted under this AGREEMENT.

- a. COMMENCEMENT AND EXPIRATION: This AGREEMENT shall take effect on the EFFECTIVE 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 ORGANIZATION 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 ORGANIZATION 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 ORGANIZATION’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 ORGANIZATION’s purposes or function as contained in ORGANIZATION’s corporate charter or grant of non-profit status (“Stated Purposes”); (iii) a material change in the delivery of services by ORGANIZATION from that described herein; or (iv) the failure of ORGANIZATION to use the PREMISES for any of the authorized uses described in Section 8 herein, Permitted Uses and Restrictions (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 ORGANIZATION’s control. Under such circumstances, ORGANIZATION shall immediately cease and desist from all use of the PREMISES, and this AGREEMENT shall be deemed terminated upon ORGANIZATION’s receipt of such notification of immediate termination from RAP.
- d. Either PARTY may terminate this AGREEMENT, in their sole respective discretion, immediately upon written notice to the other PARTY, and shall not be liable to the other PARTY for any reason for terminating this AGREEMENT if:
  - i. CITY uses, or authorizes use of the IMPROVEMENTS (or any plans or specifications related thereto) in any manner not authorized under this AGREEMENT;
  - ii. Construction/installation of IMPROVEMENTS has not begun within six (6) months from EFFECTIVE DATE, subject to the terms and conditions of the GIFT AGREEMENT;
  - iii. The land upon which IMPROVEMENTS are to be located is no longer owned or leased by CITY;
  - iv. ORGANIZATION, prior to the commencement of construction/installation of the IMPROVEMENTS, is unable to obtain all funding required to pay for the completion of the IMPROVEMENTS due to unanticipated change orders or occurrences increasing PROJECT costs beyond available funding; or,

- v. ORGANIZATION breaches any term or condition of this AGREEMENT and fails to cure within the applicable cure periods set forth in Section 24(a); or
- vi. A PARTY elects to terminate this Agreement for any other reason permitted under the provisions of this Agreement. If either PARTY ceases to conduct its business or make any involuntary assignment of either its assets or its business for the benefit of creditors; or if a trustee or receiver is appointed to administer or conduct the party's business affairs; or, if any insolvency proceedings are conducted against a PARTY and are not terminated or dismissed within thirty (30) days, then the other PARTY may terminate this AGREEMENT with immediate effect upon written notice to such PARTY.

#### **4. DESCRIPTION AND USE OF PREMISES**

The PREMISES authorized for redevelopment and use by ORGANIZATION under the terms and conditions of this AGREEMENT is the northwest corner of the PARK referred to herein as "PREMISES" and depicted by Exhibit A (Project Area) of this AGREEMENT. The PREMISES shall be used by ORGANIZATION only during normal PARK operating hours to operate its PROGRAM, as described by the PROGRAM Description and Permit Arrangements attached hereto and incorporated herein by reference as Exhibit C, and to perform ORGANIZATION's MAINTENANCE obligations described by the MAINTENANCE Description attached hereto and incorporated herein by reference as Exhibit D.

#### **5. RESERVED**

#### **6. POST-CONSTRUCTION**

- a. ORGANIZATION shall be solely responsible for the MAINTENANCE of the PREMISES, as agreed upon between PARTIES and coordinated with RAP, which shall generally include the upkeep of the fields (natural turf), certain amenity repairs, and landscaping, with RAP also having certain maintenance and repair responsibilities, as more fully described by the Description of MAINTENANCE attached to this AGREEMENT as Exhibit D.
- b. It is understood by PARTIES that the PREMISES shall be managed by RAP under the authority of the PARK's Director in Charge referred to herein as the "DIC", and shall generally be open to the public at RAP's discretion, subject to RAP policies, local rules, regulations, ordinances, and laws which may include provisions related to hours of operation, permitting protocols, age limits, acknowledgment of risk by users, and the prohibition of alcohol and illegal drugs.

- c. CITY's use of the PREMISES shall be primary to any other use by any other party, including ORGANIZATION. However, it has been mutually agreed to by PARTIES that ORGANIZATION shall have the right of first refusal for the use of the PREMISES in accordance with this AGREEMENT, and during allocated days and hours more fully described in Section 8 of this AGREEMENT.
- d. It is also understood by PARTIES that there shall generally be no limit to the use of the PREMISES to any select group of persons; however, CITY may issue permit(s) for the use of PREMISES by members of a group or organization for limited periods of time.
- e. Notwithstanding the foregoing, ORGANIZATION shall have the right of first refusal for using the PREMISES for operation of its PROGRAM during specified days and hours under RAP permitting protocols and the Description of PROGRAM and Permit Arrangements included herein as Exhibit C.

## **7. ACCESS TO THE PREMISES**

ORGANIZATION shall, and shall ensure that any authorized third-party associated with the MAINTENANCE and/or repair of the PREMISES, abide by the terms and conditions expressed in this AGREEMENT, and will cooperate fully with the CITY's employees in the performance of their duties. ORGANIZATION shall be primarily responsible and liable for the actions or omissions of any third-party associated with MAINTENANCE activities performed or caused to be performed by ORGANIZATION, and RAP on-site staff shall be notified in advance of such third-party activities occurring pursuant to Section 8 of this AGREEMENT.

Use of the PREMISES by RAP shall take precedence during all time periods other than the days and hours of use allocated to ORGANIZATION pursuant to a permit issued in accordance with Section 8 of this AGREEMENT. Authorized representatives, agents, and employees of CITY shall have the right to enter PREMISES at any time for purposes of emergency, inspection, or as part of normal CITY duties. If required for public safety as may be determined by CITY, CITY may immediately suspend and/or terminate ORGANIZATION activities at the PREMISES.

## **8. ORGANIZATION PERMITTED USES AND OBLIGATIONS**

In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to ORGANIZATION by this AGREEMENT, the non-exclusive right to use the PREMISES for the activities described below in this Section 8 of this AGREEMENT ("PERMITTED USES"), which includes the MAINTENANCE of the PREMISES, as described in Section 8.g and Exhibit D of this

AGREEMENT. ORGANIZATION shall not expand and/or change the scope of PERMITTED USES or MAINTENANCE of the PREMISES, as set forth in this Section 8, without the prior written approval and consent of the BOARD through an amendment to this AGREEMENT.

a. **PROGRAM Operation.** The PREMISES shall be managed by RAP through the PARK DIC, who will oversee and coordinate ORGANIZATION's PERMITTED USES with the use of the PREMISES by RAP and the general public. PARTIES agree that the ORGANIZATION shall operate its recreational PROGRAM under the authority of a Facility Use Permit issued by RAP in accordance with the terms and conditions of this AGREEMENT and as described by the PROGRAM Description and Permitting Arrangements attached hereto as Exhibit C ("PERMIT"). ORGANIZATION shall be responsible for obtaining PERMIT and any other necessary permits and/or authorizations for use of the PREMISES from the Valley Region Superintendent of Recreation (Superintendent of Recreation) in advance prior to any such use; such permits and/or authorizations, including PERMIT, shall be issued by RAP at no cost to ORGANIZATION for use of PREMISES during ORGANIZATION's Academic Year PERMITTED TIMES as further described in Section 8.e during the TERM of this AGREEMENT only, at the sole discretion of the Superintendent of Recreation. ORGANIZATION is authorized to use a storage container for the storage of PROGRAM related equipment, supplies, and materials ("SPORTS CONTAINER"), consisting of a predetermined size and placed at a predesignated location mutually determined by PARTIES. The SPORTS CONTAINER shall be used by ORGANIZATION solely for the storage of PROGRAM related equipment, materials, and supplies. ORGANIZATION shall be solely responsible for the security and maintenance of the SPORTS CONTAINER and its contents, and CITY shall bear no responsibility or liability for any damage and/or necessary repairs or replacement to the SPORTS CONTAINER caused by normal wear and tear, neglect, accident, or vandalism, including graffiti; nor loss of its contents due to theft. ORGANIZATION shall promptly repair the SPORTS CONTAINER from any such damage at ORGANIZATION's sole expense.

b. **RESERVED.**

c. **Additional Obligations by ORGANIZATION:**

i. ORGANIZATION 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 throughout the TERM of this AGREEMENT. ORGANIZATION 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. ORGANIZATION 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, ORGANIZATION shall maintain regular communication with RAP staff to ensure ORGANIZATION's compliance with such policies, procedures, regulations, orders and requirements and ORGANIZATION shall be solely responsible for all costs related to ensuring such compliance.

- ii. ORGANIZATION 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. ORGANIZATION shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. ORGANIZATION agrees that in the event of breach of any of the above nondiscrimination covenants, with proper notification as per Sections 17 and 18, 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.
- iii. Punctually pay or cause to be paid all financial obligations incurred by ORGANIZATION in connection with the operation of the PROGRAM and performance of the MAINTENANCE of the PREMISES. ORGANIZATION shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with ORGANIZATION's operation of the PROGRAM and MAINTENANCE of PREMISES.
- iv. Ensure that no photographs of minors or depiction of their likeness is included in any ORGANIZATION publication without obtaining prior written consent from the minor's parent or legal guardian.
- v. ORGANIZATION 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.

- d. Ensure that any MAINTENANCE activities are conducted with minimal interference (as determined by the CITY in its sole discretion) to the enjoyment of PREMISES and the PARK by members of the general public. MAINTENANCE schedule shall be coordinated with PARK DIC and Valley Region Maintenance.
- e. In consideration for ORGANIZATION's performance of MAINTENANCE and its other obligations under this AGREEMENT, RAP shall provide ORGANIZATION times of PREMISES use for the operation of its PROGRAM during the TERM of this AGREEMENT. Such use of PREMISES shall be authorized pursuant to a PERMIT issued by RAP at no cost to ORGANIZATION for the use of the PREMISES during the Academic Year described below, and with the exception of the Summer Break Period described in this Section 8, during the INITIAL TERM of this AGREEMENT, with the understanding that future permits and otherwise applicable permit fees under RAP's Schedule of Standard Rates and Fees may be issued and applied to the RENEWAL TERM as agreed to by PARTIES, prior to the expiration of the INITIAL TERM of this AGREEMENT. ORGANIZATION shall not have any exclusive right to the issuance of such PERMIT or subsequent permits under a future agreement ("SUBSEQUENT PERMIT"), as such PERMIT and SUBSEQUENT PERMIT shall be issued at the sole discretion of RAP's Valley Region Superintendent of Recreation in coordination with the PARK DIC. The issuance of said PERMIT under this AGREEMENT shall be conditioned on the submission by ORGANIZATION of a PERMIT application to the PARK DIC on an annual basis during the TERM of this AGREEMENT and will be in a form and manner as required by RAP consistent with RAP policies and procedures. Upon approval of the PERMIT application and issuance thereof, all PERMIT related activities shall be coordinated by ORGANIZATION with the PARK DIC in advance of any PROGRAM activities occurring.

ORGANIZATION's use of the PREMISES under this AGREEMENT and PERMIT shall be during the following days and hours ("PERMITTED TIMES"), subject to such coordination with the PARK DIC:

- i. Academic Year- August 1 - May 31

Monday through Friday

1:00pm - 5:30pm\*

\*RAP recognizes that on game days ORGANIZATION may be required to operate the PROGRAM past PERMITTED TIMES in order to complete a game

in progress. ORGANIZATION must vacate the PREMISES immediately following the end of the game, should the game continue beyond the PERMITTED TIMES. ORGANIZATION shall vacate the PREMISES by the end of PERMITTED TIMES on all non-game days.

ii. Summer Break- June 1 - July 31

Monday through Friday

8:00am - 1:00pm\*\*

\*\*ORGANIZATION must submit a PERMIT application to PARK DIC no later than March 1 should they intend to conduct activities on PREMISES during Summer Break. ORGANIZATION may conduct activities for no more than four (4) weeks during the designated Summer Break. Any use of the PREMISES by ORGANIZATION during the Summer Break period shall be subject to applicable permit fees under RAP's Schedule of Standard Rates and Fees, as determined by the PARK DIC.

f. Nothing in this AGREEMENT shall prohibit ORGANIZATION from submitting an application for a permit for any other use of the PARK or PREMISES outside of the PERMITTED USES or PERMITTED TIMES under this AGREEMENT, such permit to be issued at the sole discretion of RAP consistent with RAP policies and procedures, including applicable fees under RAP's Standard Schedule of Rates and Fees.

g. **MAINTENANCE of the PREMISES.** During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, ORGANIZATION, at its sole cost and expense, shall perform MAINTENANCE of PREMISES as described in this AGREEMENT, including Exhibit D, through a qualified and licensed landscape company ("CONTRACTOR") contracted directly by ORGANIZATION. Such MAINTENANCE to be performed under said contract shall be described below and in Exhibit D of this AGREEMENT. RAP, under the direction of the Superintendent of Maintenance, shall reserve the right to require certain modifications to the Description of MAINTENANCE (Exhibit D) during the TERM of this AGREEMENT, subject coordination with ORGANIZATION as needed to ensure such MAINTENANCE is performed in accordance with RAP standards and to the satisfaction of RAP. ORGANIZATION shall remain primarily liable for the MAINTENANCE whether such MAINTENANCE is performed through a direct contract by ORGANIZATION with a qualified, licensed landscape company hired and funded by ORGANIZATION. RAP shall have no obligation to provide staff, supplies, equipment, services, or funding for the MAINTENANCE, unless agreed to in Exhibit D or coordinated with RAP in advance in writing. ORGANIZATION is

authorized to use a storage container for MAINTENANCE purposes ("MAINTENANCE CONTAINER") consisting of a predetermined size and placed at a predesignated location mutually determined by PARTIES. The MAINTENANCE CONTAINER shall be used solely for purposes of storing equipment associated with the MAINTENANCE of the PREMISES. ORGANIZATION shall be solely responsible for the security and maintenance of the CONTAINER and its contents, and CITY shall bear no responsibility or liability for any damage and/or necessary repairs or replacement to the CONTAINER caused by normal wear and tear, neglect, accident, or vandalism, including graffiti; nor loss of its contents due to theft. ORGANIZATION shall promptly repair the MAINTENANCE CONTAINER from any such damage, at ORGANIZATION's sole expense.

i. Maintenance Oversight and Coordination

1. The RAP Superintendent of Maintenance will approve CONTRACTOR MAINTENANCE activities and schedule in advance of any such activities occurring. Such approval shall include CONTRACTOR work hours during which time MAINTENANCE will be performed pursuant to this AGREEMENT and the MAINTENANCE Description attached hereto as Exhibit D.
2. ORGANIZATION shall immediately report any damages to PREMISES that occur during ORGANIZATION's activities or performance of MAINTENANCE by the CONTRACTOR, or by vandalism. ORGANIZATION recognizes that any damage which remains unrepaired may constitute a hazard to safety and thereby agrees to be responsible for and repair at its sole expense for any damage to PREMISES caused by ORGANIZATION's MAINTENANCE and/or PERMIT activities, its participants, vendors, contractors, or other entity associated with ORGANIZATION's activities. The PARK DIC, in coordination with RAP Maintenance staff, will work closely with ORGANIZATION to ensure that needed repairs are performed by ORGANIZATION in a timely and appropriate manner to the mutual satisfaction of RAP. To the extent that any such repairs are not made, ORGANIZATION waives any and all claims against CITY for damages or indemnification as a result of the failure to make such repairs.

ii. Maintenance Performed by Landscape Contractor

1. ORGANIZATION shall contract directly with CONTRACTOR to perform the MAINTENANCE of PREMISES described in this AGREEMENT, including

Exhibit D, making contract payments directly to CONTRACTOR. In no event shall CITY be responsible or liable for any payments to CONTRACTOR related to any MAINTENANCE services or activities outside of what is described in this Agreement, including Exhibit D.

2. CONTRACTOR general duties at PREMISES shall include but not be limited to all items listed in the MAINTENANCE Description, as described further by Exhibit D and in coordination with the PARK DIC and RAP Maintenance staff, subject to the approval of the RAP Superintendent of Maintenance.
3. 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 in this AGREEMENT. ORGANIZATION 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 ORGANIZATION 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.

ORGANIZATION must operate the PREMISES during its PERMITTED TIMES in an environmentally sensitive manner and must comply with RAP policies regarding protection of the environment. ORGANIZATION shall not use or allow the use of environmentally unsafe products of any kind on the PREMISES, subject to RAP's determination.

4. At all times, ORGANIZATION shall remain primarily liable to the CITY for all MAINTENANCE of PREMISES and all acts and omissions of its CONTRACTOR in connection with the MAINTENANCE at PREMISES.

## **9. CONSIDERATION**

Pursuant to the terms and conditions of this AGREEMENT, and notwithstanding the

PROGRAM Description and Permitting Arrangements included herein as Exhibit C, the consideration for this AGREEMENT in exchange for ORGANIZATION's use of the PREMISES as described herein, shall be, in addition to other covenants and conditions of this AGREEMENT, the redevelopment of the PREMISES at no cost to CITY, and the provision of MAINTENANCE for the PREMISES by ORGANIZATION through one (1) or more direct contracts between ORGANIZATION and one or more qualified and licensed landscape maintenance company, subject to the approval of RAP, all for the benefit of RAP and the general public in accordance with this AGREEMENT.

ORGANIZATION has agreed to use the PREMISES in accordance with the terms and conditions of this AGREEMENT with the understanding that such use by ORGANIZATION is secondary to that of RAP, and contract directly with one (1) or more qualified and licensed landscape companies (referred to herein as "CONTRACTOR") to perform the MAINTENANCE at the PREMISES as described herein, making contract payments directly to CONTRACTOR. ORGANIZATION shall ensure that such CONTRACTOR's general duties at PREMISES shall include but not be limited to, the upkeep of the PREMISES, in coordination with the PARK DIC and RAP Maintenance staff, subject to the approval of the RAP Superintendent of Maintenance.

**Subsequent Agreement:** As previously stated herein, any future use of the PREMISES by ORGANIZATION beyond the TERM of this AGREEMENT shall be specifically described and agreed to under a subsequent, separate agreement with revised terms and conditions which may or may not align with this AGREEMENT. PARTIES understand and agree that such future agreement shall include permit fees under RAP's Standard Schedule of Rates and Fees, subject to the determination of the PARK DIC and Superintendent of Valley Region Recreational Services.

## **10. PARKING**

During the TERM of this AGREEMENT and during the PERMITTED TIMES specified above in Section 8 of this AGREEMENT, ORGANIZATION, its staff, and public patrons and/or guests, whether involved or not in ORGANIZATION activities on the PREMISES or at the PARK, shall have the non-exclusive right to park vehicles within any available parking spaces at the PARK on a first-come-first-served basis. Exclusive or designated parking shall not be allowed.

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

No material physical alterations, additional improvements, removal and/or

replacements (“ALTERATIONS”) shall be made to PREMISES without the prior written authorization of the RAP General Manager or designee. In the event any such ALTERATIONS are proposed by ORGANIZATION, ORGANIZATION shall provide CITY 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, and any other information reasonably requested by CITY. Unless otherwise agreed to in advance in writing, all project associated costs shall be paid at the sole expense of ORGANIZATION.

## **12. INDEMNIFICATION**

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, ORGANIZATION 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, (i) 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), (ii) damages or liability of any nature whatsoever, (iii) for death or injury to any person, including ORGANIZATION's employees and agents, or (iv) 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 ORGANIZATION, 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.

ORGANIZATION 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. ORGANIZATION has carefully reviewed this document, understands its contents, and signs it voluntarily, without being subject to coercion.

## **13. INSURANCE**

Before accessing and using the PREMISES under this AGREEMENT, and periodically as required during its TERM, ORGANIZATION 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. ORGANIZATION 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. ORGANIZATION shall 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 E attached hereto and incorporated herein by reference.

ORGANIZATION 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 ORGANIZATION sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to ORGANIZATION.

If any of the required insurance contains aggregate limits or applies to other operations of ORGANIZATION outside of this AGREEMENT, ORGANIZATION shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in ORGANIZATION's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. ORGANIZATION 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.

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, ORGANIZATION 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 ORGANIZATION.

ORGANIZATION's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may either (i) provide ORGANIZATION five (5) calendar days written notice of such failure, upon

receipt of which ORGANIZATION 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. ORGANIZATION agrees to reimburse CITY for all money so paid.

Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of ORGANIZATION's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

#### **14. PUBLICITY**

- a. ORGANIZATION shall have the right to publicize, show photographs of, use the name of, and otherwise promote its contributions to the IMPROVEMENTS, including that of its donors, subject to this Section 14 and the terms and conditions of this AGREEMENT.
- b. PARTIES acknowledge that each of the CITY, RAP, and ORGANIZATION names, and other intellectual property of CITY, RAP and ORGANIZATION have substantial goodwill. Therefore, CITY further acknowledges and agrees that all use of ORGANIZATION name, pursuant to this AGREEMENT, shall inure to the sole and exclusive benefit of ORGANIZATION, and CITY, in accordance with the terms and conditions set forth in this AGREEMENT. Additionally, ORGANIZATION further acknowledges and agrees that all use of CITY and RAP names, pursuant to this AGREEMENT, shall inure to the sole and exclusive benefit of CITY, RAP, and ORGANIZATION. ORGANIZATION agrees that it shall use the CITY and RAP names solely in accordance with the terms and conditions set forth in this AGREEMENT. PARTIES further agree and acknowledge that any donors associated with the PROJECT shall not have any granted rights under this Section 14 or AGREEMENT unless expressly stated. When the CITY refers to "The Oakwood School" in any of its publications, it will initially use the full name of the organization. If the name is abbreviated, the CITY will use "School" or "SCHOOL" as the abbreviated name.
- c. PARTIES 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 the IMPROVEMENTS or GIFT AGREEMENT, the PROJECT, and/or this AGREEMENT, including, but not limited to an initial press conference, dedication and/or grand opening event, and/or the use or promotion of the PROJECT; except as may be legally required by applicable laws, regulations, or judicial order.



- i. PARTIES agree to notify each other in writing of any press release, public announcement, marketing or promotion of the PROJECT, and shall appropriately acknowledge the contributions of the PARTIES. Further, ORGANIZATION agrees, with respect to any press release or response to any press inquiry regarding the PROJECT, that ORGANIZATION shall obtain RAP's approval in writing prior to release of any information regarding the IMPROVEMENTS or GIFT AGREEMENT.
- ii. To the extent stipulated in any grant agreement, partnership agreement, donation agreement, or other agreement, PARTIES shall duly notify any grantors, donors, partners or other party, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement or other funding source, and shall provide the opportunity for attendance and participation by grantor, donors, partner, or other respective representatives.
- iii. PARTIES shall coordinate the scheduling and organization of any public or media event in connection with the PROJECT to provide the opportunity for attendance and participation by officials and/or representatives of CITY and ORGANIZATION; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or ORGANIZATION, in whole or in part, in connection with the PROJECT, shall contain any acknowledgements required under any related grant agreement, partnership agreement, donation agreement or other agreement or funding source.

## **15. USE OF MARKS**

Notwithstanding any provision herein, neither PARTY shall use the other's trademarks, trade-names or logos (each, a "Mark") without the prior written approval of the other. Each Mark shall remain the sole and exclusive intellectual property of the respective PARTY.

## **16. SIGNAGE**

- a. ORGANIZATION may utilize branded pop-up tents and temporary banners during games. ORGANIZATION must remove all banners prior to vacating the PREMISES at the conclusion of each game. No banners may be displayed on days other than designated game days.
- b. No additional signs or banners of any kind shall be displayed by ORGANIZATION 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 ORGANIZATION's expense, of any sign previously approved by RAP and installed, or caused to be installed, by ORGANIZATION.

## **17. PRIMARY CONTACTS**

ORGANIZATION: The Oakwood School  
Christopher Thomas, Chief Operating Officer  
11600 Magnolia Boulevard  
North Hollywood, California 91601  
Phone: 818-732-3000  
Email: CThomas@oakwoodschoo.org

RAP: North Hollywood Recreation Center  
Director in Charge ("PARK DIC")  
11430 Chandler Boulevard  
North Hollywood, California 91601  
Phone: 818-763-7651  
Email: NorthHollywood.RecreationCenter@lacity.org

## **18. NOTICES**

Any notice, request for consent, or statement ("NOTICE"), that RAP or ORGANIZATION 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 ORGANIZATION 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:

ORGANIZATION: The Oakwood School  
Jaime Dominguez, Head of School  
11600 Magnolia Boulevard  
North Hollywood, California 91601  
Phone: 818-732-3000  
Email: JDominguez@oakwoodschoo.org

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

Phone: 213-202-5600  
Email: RAP.Partnerships@lacity.org

And: City of Los Angeles Department of Recreation and Parks  
Valley Region Headquarters  
Traci Goldberg, Superintendent  
6335 Woodley Avenue  
Van Nuys, California 91406  
Phone: 818-756-8060  
Email: Traci.Goldberg@lacity.org

## **19. REPRESENTATION AND WARRANTIES**

- a. ORGANIZATION represents and warrants that it has the right and power to enter into and perform this AGREEMENT, and to grant the rights granted herein. In performing its obligation under this AGREEMENT, including in designing, constructing and installing the IMPROVEMENTS, ORGANIZATION shall comply with all applicable laws, including any applicable labor and wage laws.
- b. CITY represents and warrants that it has the right and power to enter into and perform this AGREEMENT, and to grant the rights granted herein, and that it will comply with all applicable rules, regulations, ordinances and laws related to the use and operation of IMPROVEMENTS and the PARK.

## **20. CASUALTY AND CONDEMNATION**

ORGANIZATION shall be excused from its obligations in this AGREEMENT with respect to the operation, maintenance and repair of any portion of the PREMISES or any improvement thereon damaged by casualty or taken by condemnation until any such portion or improvement is restored to ORGANIZATION's use. CITY shall not be obligated to restore PREMISES damaged by casualty in whole or in part. If PREMISES is taken by condemnation, CITY shall not be obligated to provide ORGANIZATION a replacement property for ORGANIZATION's use.

## **21. BOOKS AND RECORDS**

ORGANIZATION and CITY shall maintain records, including records of financial transactions, pertaining to the performance of this AGREEMENT, in their original form, in accordance with requirements prescribed by CITY and ORGANIZATION. These records shall be retained for a period of lesser of three years after termination of this AGREEMENT or ten (10) years from the date of record.

Said records shall be subject to examinations and audit by authorized CITY or ORGANIZATION personnel or by their representative(s) at any time during the TERM of this AGREEMENT, or within three (3) years following the termination date of this AGREEMENT, upon five (5) business days advance written notice from the examining Party.

## **22. FILMING**

It is the policy of the CITY to facilitate the use of City-controlled properties as film locations when appropriate. RAP has established a Park Film Office to coordinate use of park areas for film production purposes. Any commercial filming at PREMISES shall be subject to approval by RAP and the Park Film Office. All fees for use of PREMISES by film production companies shall be established and collected by the Park Film Office in accordance with CITY and RAP policies. The Park Film Office may be reached at (323) 644-6220. ORGANIZATION shall not charge any fees for film production conducted on PREMISES.

## **23. BREACH OR DEFAULT BY ORGANIZATION**

The following occurrences constitute events of breach or default of this AGREEMENT: ORGANIZATION materially fails in the performance of any provision or condition of this AGREEMENT, such as failure to maintain required insurance coverage, failure to comply with applicable legal requirements or failure to fulfill the obligation to operate, maintain and repair the PREMISES as specified herein. ORGANIZATION's attempt to assign rights or obligations under this AGREEMENT without CITY's prior written consent shall also constitute an event of breach or default.

## **24. BREACH OR DEFAULT BY ORGANIZATION – CITY'S REMEDIES**

Upon the occurrence of one or more events of breach or default by ORGANIZATION, 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 ORGANIZATION, and if ORGANIZATION does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may, by delivering a second written notice to ORGANIZATION, terminate this AGREEMENT without further delay, whereupon ORGANIZATION shall vacate the PREMISES within fourteen (14) calendar days. 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 ORGANIZATION, perform or cause to be performed any of ORGANIZATION'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. 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. CITY and ORGANIZATION are independent contractors.

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

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

## **27. SAFE PRACTICES**

ORGANIZATION 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), ORGANIZATION must notify the RAP contacts referenced in Section 17 as soon as possible but no later than twenty-four (24) hours after ORGANIZATION 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. ORGANIZATION 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. ORGANIZATION shall keep internal documentation of

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

## **28. SUSPECTED CHILD ABUSE**

ORGANIZATION must promptly contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at the PREMISES. ORGANIZATION shall notify the RAP contacts specified in Section 17 within 24 hours after a report has been made.

## **29. GOVERNANCE**

This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California, without regard to its principles of conflicts of law. PARTIES consent to the sole and exclusive jurisdiction and venue in the Federal or State courts in Los Angeles County, California, and agree that all disputes based on or arising out of this AGREEMENT shall only be submitted to and determined by said courts, which shall have sole and exclusive jurisdiction.

## **30. ORDINANCES AND STANDARD PROVISIONS**

The City of Los Angeles "Standard Provisions for City Contracts (Rev. 6/24)[v.1]" (Standard Provisions) are incorporated herein by reference and attached hereto as Exhibit F. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 6/24)[v.1]" and this AGREEMENT, the language of this AGREEMENT shall prevail. In addition, ORGANIZATION 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 ORGANIZATION.

## **31. ENTIRE AGREEMENT**

This AGREEMENT sets forth the entire understanding of the PARTIES hereto, with respect to the subject matter hereof. Except as otherwise expressly set forth in this AGREEMENT, there are no other representations, understandings, or agreements between the PARTIES relative to such subject matter. Any variation or amendment to this AGREEMENT shall be in writing and signed by all PARTIES.

## **32. INCORPORATION OF DOCUMENTS**

Exhibit A:	Project Area
Exhibit B:	Project Design Illustration
Exhibit C:	Permitting Arrangements

- Exhibit D: Description of Maintenance
- Exhibit E: Insurance Requirements and Instructions
- Exhibit F: Standard Provisions for City Contracts (Rev. 6/24)[v.1]

**[SIGNATURE PAGE TO FOLLOW]**

This AGREEMENT and the GIFT AGREEMENT shall supersede any prior oral or written understanding, communications, or agreements between the PARTIES, and constitute the entire agreement of the PARTIES with respect to the subject matter hereof. This AGREEMENT shall not be amended or modified, except in writing and signed by both PARTIES hereto.

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.

THE OAKWOOD SCHOOL, a 501(c)(3) non-profit organization

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

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

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

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

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

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

**APPROVED AS TO FORM:**

HYDEE FELDSTEIN SOTO, City Attorney

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

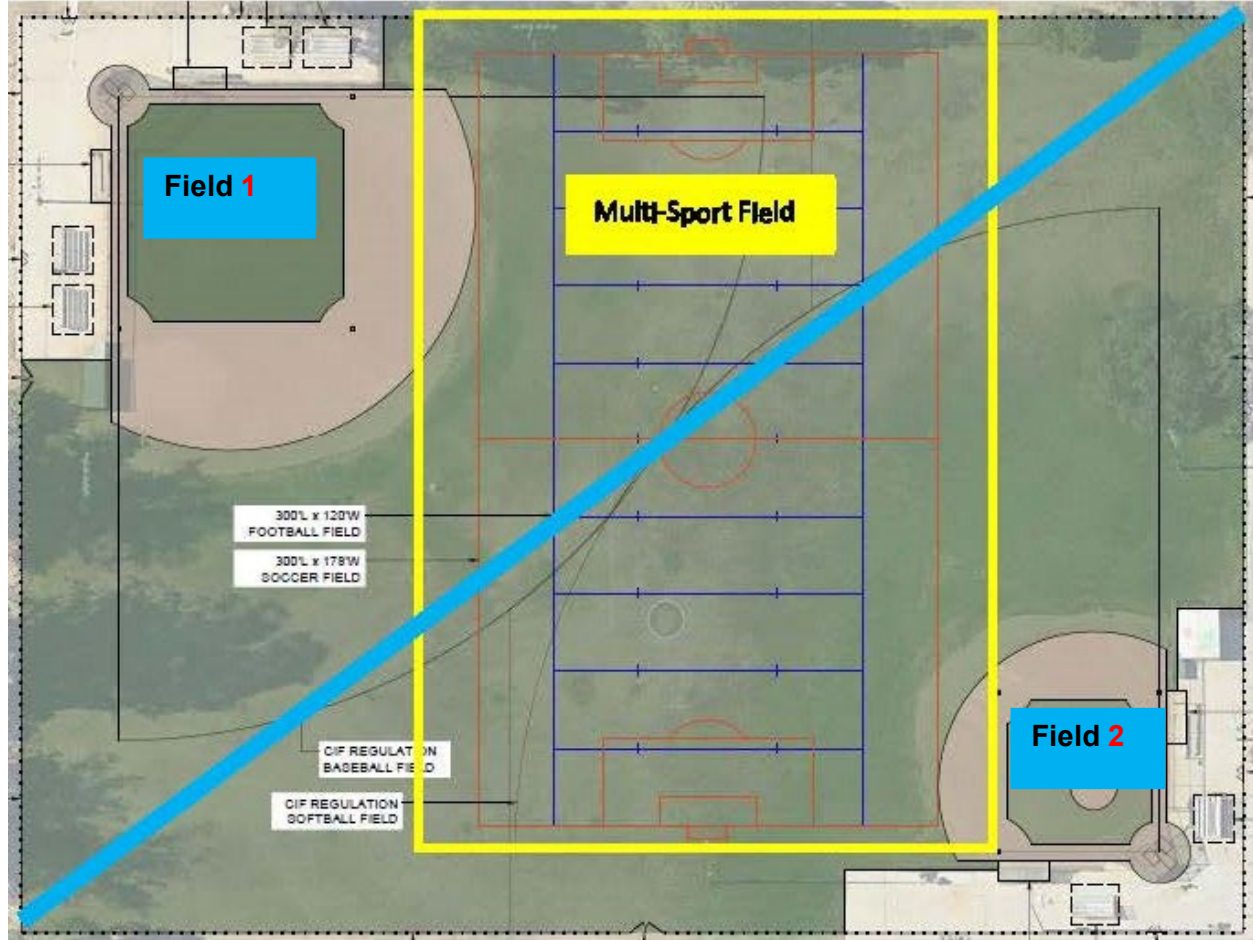
Date: \_\_\_\_\_



**Exhibit A - Project Area**



**Exhibit B - Project Design Illustration**



### **Exhibit C - Program Description and Permitting Arrangements**

The Oakwood School is permitted to utilize the PREMISES for school athletic programs including physical education, practices, and games.

The Oakwood School is responsible for obtaining a Facility Use Permit from the Director in Charge at North Hollywood Recreation Center which must include both the field use schedule for the Academic Year (August 1-May 31) and Summer (4 weeks in the months of June and July that are mutually agreed upon by RAP and Oakwood). Any requests for additional hours, for which approval is not guaranteed, are subject to RAP Rates and Fees.

### **Exhibit D - Description of Maintenance**

#### **SCOPE OF ATHLETICS FIELD MAINTENANCE TO BE PERFORMED BY ORGANIZATION AND/OR CONTRACTOR (Field 1, Field 2, and Multi Sport Field)**

- Mow & edge baseball field lawns.
- Maintain proper irrigation coverage and adjust systems to minimize overspray and run off.
- Administer sprinkler control programming and seasonal adjustments to comply with CITY water regulations.
- Create a system to fertilize lawn utilizing natural and organic amendments or supplements while minimizing use of chemical applications unless advanced approval of chemical use is received from RAP.
- Minor insect and disease control will be handled with horticulture oil, soap spray and other non-chemical means unless advanced approval of chemical use is received from the CITY

#### **OTHER**

- Contractor supervisor will visit the site once a month for an inspection, will provide directions, and make recommendations to the crew, ORGANIZATION and RAP.
- Quarterly visits by in-house Certified Arborist. ORGANIZATION CONTRACTOR will provide a separate proposal for approval based on arborist observations and recommendations. Cost of fertilizers, pest/disease control products, soil, amendments, mulch.

#### **NOT INCLUDED IN ORGANIZATION MAINTENANCE SCOPE-CITY responsibility**

- Additional or replacement plants, sod, or seeding outside of fence area.
- Hauling debris off-site- labor and dump fees,
- Pressure washing of any hardscape surfaces.
- Major irrigation or drainage repairs
- Major utility and electrical box repairs
- Major repairs related to replacement of lighting infrastructure
- Repairs due to vandalism unrelated ORGANIZATION's maintenance and/or PERMIT activities, its participants, vendors, contractors, or other entity associated with ORGANIZATION's activities. Tree and hedge trimming over 10 ft (applicable for some small trees depending on complexity). ORGANIZATION CONTRACTOR will provide a separate trimming proposal for CITY approval. Cost will vary per scope of work. Price based on third party tree service proposals will be billed at cost if arranged by CONTRACTOR.

- Soil tests and any amendment applications recommended by soil test results.
- Any outside experts or subcontractors will be billed at cost
- Additional labor required for any additional projects outside typical maintenance scope to be approved by CITY.

**EXTRA WORK**

- CONTRACTOR to advise ORGANIZATION and RAP when additional labor to achieve extra work (additional to monthly services and timeframe outlined above) is recommended. CITY shall be responsible for scope outside of routine maintenance as defined above.

**Exhibit E - Insurance Requirements and Instructions**

Form Gen. 146 (Rev. 6/12)

**Required Insurance and Minimum Limits**

Name: The Oakwood School Date: 11/07/2024

Agreement/Reference: Installation of Park Improvements and Maintenance at North Hollywood Recreation Center

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

	<b>Limits</b>
<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 checked="" type="checkbox"/> Waiver of Subrogation in favor of City <span style="margin-left: 200px;"><input type="checkbox"/> Longshore &amp; Harbor Workers</span> <span style="margin-left: 200px;"><input type="checkbox"/> Jones Act</span>	
<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 <span style="margin-left: 200px;"><input type="checkbox"/> Sexual Misconduct _____</span> <input type="checkbox"/> Fire Legal Liability _____ <input type="checkbox"/> _____	
<input checked="" type="checkbox"/> <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	<u>1,000,000</u>
<input type="checkbox"/> <b>Professional Liability</b> (Errors and Omissions)	_____
Discovery Period <u>12 months after completion of work or date of termination</u>	
<input type="checkbox"/> <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)	_____
<input type="checkbox"/> All Risk Coverage <span style="margin-left: 200px;"><input type="checkbox"/> Boiler and Machinery</span> <input type="checkbox"/> Flood _____ <span style="margin-left: 200px;"><input type="checkbox"/> Builder's Risk</span> <input type="checkbox"/> Earthquake _____ <span style="margin-left: 200px;"><input type="checkbox"/> _____</span>	
<input type="checkbox"/> _____	_____
<input type="checkbox"/> <b>Surety Bonds</b> - Performance and Payment (Labor and Materials) Bonds	_____
<input type="checkbox"/> <b>Crime Insurance</b>	_____

**Other:** Provided to: Melissa Bettis  
 If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>  
 In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

(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 F - Standard Provisions for City Contracts**

**ATTACHED SEPARATELY**

**ATTACHMENT A**

Standard Provisions for City Contracts (Rev. 6/24 [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. 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_