

APPROVED

APR 04 2021

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 24-061

DATE April 04, 2024

C.D. 1

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ELYSIAN PARK RECREATION CENTER – AGREEMENT WITH LOS ANGELES THEATRE ACADEMY, INC. FOR THE OPERATION OF A RECREATIONAL YOUTH THEATER PROGRAM ON PARK PROPERTY – CATEGORICALLY EXEMPT FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTION 15301 [PERMITTING, LEASING, LICENSING, OR MINOR ALTERATION OF EXISTING PUBLIC OR PRIVATE STRUCTURES] OF CALIFORNIA CEQA GUIDELINES AND ARTICLE III, SECTION 1, CLASS 1(14) OF CITY CEQA GUIDELINES

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



General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve the proposed agreement with an initial term of five (5) years and an option to renew for an additional five (5) years (Agreement), between Los Angeles Theatre Academy, Inc. (LATA), a California 501(c)(3) non-profit corporation, and the Department of Recreation and Parks (RAP), attached to this Report as Attachment 1, allowing LATA continued shared use of designated indoor and outdoor areas of Elysian Park Recreation Center for the operation of recreational theater and performing arts programs for youth, subject to the approval of the City Council, and City Attorney as to form;
2. Authorize the Board President and Secretary to execute the Agreement subsequent to all necessary approvals;
3. Determine that the proposed Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 [Permitting, leasing, licensing, or minor alteration of existing public or private structures] of California CEQA Guidelines and Article III, Section 1, Class 1(14) of City CEQA Guidelines and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;
4. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing the

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NOE.

5. Direct the Board Secretary to transmit the proposed Agreement to City Council for approval and to the City Attorney for approval as to form; and
6. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

Los Angeles Theatre Academy, Inc. (LATA), a California 501(c)(3) non-profit organization, who operates a recreational theater program for youth (Program) in a shared space with the LA Kids and Community School Parks programs at Elysian Park Recreation Center (Center), which is located at 929 Academy Road, Los Angeles, CA 90012, within Elysian Park, the oldest park and second largest park in Los Angeles, has utilized said space since 2010. Prior to being the home of LATA, LA Kids, and Community School Parks, the Center was operated under the prior name, "Elysian Park Therapeutic Center" and facilitated programs for developmentally disabled youth. However, in June of 2010 the therapeutic program ceased to exist due to RAP cut-backs related to the City economic downturn.

LATA has been providing year-round recreation-in-arts programming in the Elysian Park community for the benefit of an ethnically and socioeconomically diverse group of youth participants between the ages of five (5) and thirteen (13) years old since 2008. LATA's multilingual program immerses participants in a comprehensive fine arts program that includes instruction in acting, directing, set design, production, and writing. During the academic year, LATA offers an after-school program that incorporates fine arts such as acting, dance, singing, art, and music, along with more traditional aspects of an afterschool program such as homework assistance and outdoor recreation activities. LATA also offers full day spring, summer, and winter camps that include a daily hike through Elysian Park and instruction in a variety of fine and performing arts. During the summer program participants have the opportunity to learn additional skills such as stage combat, multicultural dance styles, prop design, as well as stage management techniques.

Program participants perform alongside professional and semi-professional artists throughout Los Angeles County; additionally, they participate in all aspects of LATA's summer theater festival and holiday show that are both presented in the amphitheater at Elysian Park. During the winter season, participants will perform holiday carols throughout the Solano Canyon neighborhood.

The LATA after-school program participants pay tuition in the amount of Three Hundred Dollars (\$300.00) per month. The Program offers transportation services for those Program participants who need transportation assistance from some of the local elementary schools to the Program for an additional One Hundred Twenty Dollars (\$120.00) per month. The full-day camp programs held during the summer costs Four Hundred Dollars (\$400.00) per week per participant and includes lunch and afternoon snacks. LATA offers a sibling discount of twenty (20) percent.

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Additionally, LATA offers scholarships to ensure that everyone that wishes to participate is able regardless of their familial financial situation. Scholarships are determined on a case by case basis and do not require a separate application.

In order to offset costs incurred by RAP resulting from LATA's operation of the Program, LATA pays RAP a Cost Recovery Reimbursement Fee (CRRF) in the amount of Three Hundred Forty Dollars (\$340.00) monthly for utilities, trash removal, and staff impacts. LATA has received positive marks on previous performance reviews which evaluates its Program and Organization in several different areas including quality of programs offered, outreach, and compliance with RAP safety standards. RAP and LATA have coexisted at the Center since 2010. Staff recommends that the Board approve the proposed Agreement so that this positive working relationship can continue for the next five (5) to ten (10) years, allowing LATA to continue providing a quality recreational and cultural arts program for the benefit and enjoyment of youth from Elysian Park surrounding communities.

ENVIRONMENTAL IMPACT

The proposed Project consists of issuance of a permit to use an existing structure.

According to the parcel profile report retrieved on March 11, 2024 this area does not reside in a liquefaction, coastal, methane, or historic zone, so there is no reasonable possibility that the proposed Project may impact on 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 March 11, 2024 the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) and the State Water Resources Control Board (SWCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Project site; they have listed RB Case # 900120416, a leaking underground storage tank, near the Project area (within 1,000 feet). The SWRB closed the case in 2007 and did not list it as a hazardous waste site under Government Code Section 65962.5. According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the proposed Project or within its site. Furthermore, the proposed Project is not located in proximity of known historical resources and will not cause a substantial adverse change in the significance of any historical resource.

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

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FISCAL IMPACT

The Agreement will have no fiscal impact on the RAP General Fund as all operational and program related costs will be covered by LATA and through the collection of the Board approved Cost Recovery Reimbursement Fees.

STRATEGIC PLAN INITIATIVES AND GOALS

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

Strategic Plan Goal 2: Offer Affordable and Equitable Recreation Programming

Outcome 4: Connect more Angelenos to the diverse cultural programs in the park system

Strategic Plan Goal 6: Build Financial Strength and Innovative Partnerships

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

LIST OF ATTACHMENTS/EXHIBITS

- 1) Proposed agreement

**AGREEMENT
BETWEEN CITY OF LOS ANGELES
AND
LOS ANGELES THEATRE ACADEMY, INC.
FOR THE USE OF ELYSIAN PARK RECREATION CENTER
TO PROVIDE
PERFORMING ARTS AFTER-SCHOOL AND DAY CAMP PROGRAMS**

This AGREEMENT (“AGREEMENT”) is entered into as of _____, 20____, (“COMMENCEMENT DATE”) by and between the City of Los Angeles, a municipal corporation acting by and through its Department of Recreation and Parks (“CITY”), and Los Angeles Theatre Academy, Inc., a California 501(c)(3) non-profit corporation (“ORGANIZATION”). CITY and ORGANIZATION may be referred to herein individually as “PARTY”, or collectively as “PARTIES”.

WHEREAS, CITY, through its Department of Recreation and Parks (“RAP”), owns, operates, and maintains certain real property commonly known as Elysian Park Recreation Center (“PARK”), and formerly known as Elysian Park Adaptive Recreation Center and/or Elysian Therapeutic Recreation Center, located at 929 Academy Road, Los Angeles, California 90012, as illustrated by the Site Plan attached hereto and incorporated herein by reference as Exhibits A-1 and A-2; and,

WHEREAS, ORGANIZATION is incorporated as a California 501(c)(3) non-profit corporation whose purpose is to provide recreational arts-in-education programs within certain designated areas (“PREMISES”) within the PARK, through after-school programs and seasonal day-camps, and has successfully served families in the Elysian Park community for many years, striving to create a structured and socially engaging recreation program focused on theater arts where participants can learn, act, and play in a nurturing and fun environment; and,

WHEREAS, ORGANIZATION currently uses the PREMISES under Right of Entry Permit PD-ROE-136 validated on June 30, 2023 for the period of April 16, 2023 to April 15, 2024, and ORGANIZATION has requested authorization for the continued use of the PREMISES in order to continue providing their arts-in-education programming to the community during the school year through after school programming and during school breaks through seasonal day camp programming as described by the program description attached hereto and incorporated herein by reference as Exhibit B (PROGRAM); and,

WHEREAS, CITY, through its Board of Recreation and Park Commissioners (“BOARD”), agreed to accept ORGANIZATION’s offer of continued operation of the PROGRAM at their meeting held on _____ date _____ (Report No. XX-XXX).

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

1. PARTIES

ORGANIZATION: Los Angeles Theatre Academy
% Teresa Sanchez, Executive Director
929 Academy Road
Los Angeles, California 90012
Email: ExecutiveDirectorLATA@gmail.com
Mobile Phone: (661) 383-6181

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

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

2. PRIMARY CONTACTS

ORGANIZATION: Los Angeles Theatre Academy
Teresa Sanchez, Executive Director
929 Academy Road
Los Angeles, California 90012

Email: ExecutiveDirectorLATA@gmail.com
Mobile Phone: (661) 383-6181

RAP: Elysian Park Recreation Center
Attn: Director in Charge ("PARK DIC")
929 Academy Road
Los Angeles, California 90012
Email: RAP.LAKids@lacity.org
Office Phone: 323-226-1402

3. DESCRIPTION OF PREMISES

In consideration of benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to ORGANIZATION in accordance with the terms and conditions of this AGREEMENT, non-exclusive and shared use of the PREMISES and common areas of the PARK, respectively, for the operation of the PROGRAM which shall be performed by ORGANIZATION in compliance with the terms and conditions of this AGREEMENT, including payment of Cost Recovery Reimbursement Fees ("CRRF") to RAP as applicable, and performance of Maintenance Requirements as described herein. The PROGRAM's location within the PARK is delineated by the Site Plan attached hereto and incorporated herein by reference as Exhibit A-1. The PREMISES authorized for use by ORGANIZATION consists of the gymnasium (a.k.a. "auditorium"), outdoor play area (as a shared space with RAP), amphitheater, kitchen (as a shared space with RAP), restrooms (as a shared space with RAP), storage areas to the left and right of the stage, craft room (as a shared space with RAP), and space in the parking lot for a fifteen (15) foot storage container that is provided and paid for by ORGANIZATION as depicted by the Site Map attached hereto and incorporated herein by reference as Exhibit A-2, to be used for purposes of the PROGRAM in accordance with the terms and conditions of this AGREEMENT. ORGANIZATION may have access to the meeting room with the advance written permission of the PARK DIC. It is understood by ORGANIZATION that the lobby area, PARK DIC's office, and weight room are not included in the PREMISES and may not be accessed by ORGANIZATION or PROGRAM participants for any use related to PROGRAM operations or activities not authorized in writing by the PARK DIC. The areas of PREMISES authorized for PROGRAM use are subject to change at the discretion of RAP Management; ORGANIZATION will be given, in writing, reasonable notice of such change, at minimum, fourteen (14) calendar days in advance of such change occurring. ORGANIZATION's use of the designated areas of the PREMISES shall be

restricted to those days and times as identified as PERMITTED TIMES under this AGREEMENT.

4. TERM AND TERMINATION

The term of this AGREEMENT shall be five (5) years from the COMMENCEMENT DATE (“TERM”), with a subsequent five (5) year option to renew at the discretion of the RAP General Manager or their designee, subject to performance evaluations (“PERFORMANCE REVIEWS”) more fully described below in Section 5 of this AGREEMENT.

- a. COMMENCEMENT AND EXPIRATION. This AGREEMENT shall take effect on the COMMENCEMENT DATE written above and shall end upon the expiration of the TERM.
- b. TERMINATION. In addition to the CITY’s right to terminate this AGREEMENT for an uncured breach or default as set forth in Section 24, CITY and ORGANIZATION may 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 7 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.

5. PERFORMANCE REVIEWS

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

- a. Continuance of CITY's collaboration with ORGANIZATION under this agreement shall be contingent upon a favorable PERFORMANCE REVIEW, which shall include, but not be limited to:
 - i. An evaluation of ORGANIZATION's compliance with the terms and conditions of this AGREEMENT;
 - ii. Fulfillment of ORGANIZATION's obligations under this AGREEMENT for the operation of the PROGRAM as more fully described under the PERMITTED USES specified herein and as described in the Program Description attached to this AGREEMENT as Exhibit B, and maintenance of the PREMISES under this AGREEMENT;
 - iii. Adequacy of ORGANIZATION's funding and financial resources to continue operating the PROGRAM for the benefit of Los Angeles residents throughout the TERM of this AGREEMENT;
 - iv. The volume of the public's participation in the PROGRAM;
 - v. The affordability, accessibility, and reasonableness of any rates and fees charged in connection with the PROGRAM, the determination of which shall be in the sole discretion of the CITY; and
 - vi. ORGANIZATION's cooperation with CITY staff.
- b. Periodically during the TERM of this AGREEMENT, for purposes of completing the PERFORMANCE REVIEW process, ORGANIZATION shall submit to RAP during the period of July 1st through August 30th of each year, an annual performance or program report ("PERFORMANCE REPORT"), generally describing ORGANIZATION's PROGRAM activities, issues, accomplishments, etc., to provide RAP with an understanding of ORGANIZATION's performance during the prior fiscal year (July through June). This PERFORMANCE REPORT shall specifically include, but not be limited to:
 - i. Annual Financial Statement (Revenue and Expenditures for prior fiscal year);

- ii. Annual Budget for upcoming fiscal year (July through June);
 - iii. PROGRAM participant data describing the number of persons served during the prior fiscal year; and,
 - iv. Discussion of PROGRAM changes or challenges
- c. RAP reserves the right to request reasonable additional materials or clarifying information upon review of the submitted PERFORMANCE REPORT.
- d. CITY's approval to continue the collaborative relationship shall be based on findings obtained through the PERFORMANCE REVIEW, evaluation of the PERFORMANCE REPORT, and a review of compliance with the terms and conditions of this AGREEMENT, including interviews with RAP's recreational, operations, and maintenance staff at the PREMISES and any other factors the RAP may deem as reasonably necessary, including input and feedback from PROGRAM participants and the public. With the understanding that the PERFORMANCE REVIEW process may be occasionally modified, a sample Performance Report Questionnaire is attached hereto and incorporated herein by reference as Exhibit C. Prior to the commencement of the evaluation process, staff will instruct and coordinate with ORGANIZATION accordingly. CITY shall not unreasonably withhold its determination of the PERFORMANCE REVIEW.

6. ACCESS TO PREMISES AND DAYS AND PERIODS OF USE

- a. ORGANIZATION shall, and shall cause any of its authorized third parties to, abide by the terms and conditions expressed in this AGREEMENT and will cooperate fully with RAP and its employees in the performance of their duties. Any third-party access and use of the PREMISES shall be supervised by the ORGANIZATION at all times while such third-party is present at the PREMISES, and RAP on-site staff shall be made aware of such third-party activities.
- b. ORGANIZATION shall be entitled to use the PREMISES for operation of the PROGRAM as follows during the times specified herein (PERMITTED TIMES):

PROGRAMMING

- i. **Theater Arts After School Program:** During the school year months of August to June:

| | |
|---|------------------|
| Monday, Wednesday, Thursday, and Friday | 3:00pm to 6:00pm |
| Tuesday | 2:00pm to 6:00pm |

- ii. **Summer Theater Camp:** Nine (9) weeks during the months of June, July, and August, subject to coordination with the PARK DIC:

Monday to Friday

8:00am to 6:00pm

- iii. **Spring Theater Camp*:** One (1) week during the month of March or April, subject to coordination with the PARK DIC:

Monday to Friday

8:00am to 6:00pm

**ORGANIZATION must notify RAP by January 2nd if ORGANIZATION intends to conduct a Spring Camp. Should ORGANIZATION conduct a Spring Theater Camp, ORGANIZATION will provide details regarding the camp to RAP staff, such as the dates or days and hours of the camp and pay applicable facility use permit fees.*

- iv. **Winter Theater Camp**:** Three (3) weeks during the months of December and January, subject to coordination with the PARK DIC:

Monday to Friday

8:00am to 6:00pm

***ORGANIZATION must notify the PARK DIC by September 1st if ORGANIZATION intends to conduct a Winter Theater Camp. Should ORGANIZATION conduct a Winter Theater Camp, ORGANIZATION will provide details regarding the camp to RAP staff, such as the dates or days and hours of the camp and pay applicable Facility Use Permit fees.*

OUTDOOR PLAY AREA

ORGANIZATION shall have access to and use of the outdoor play area when ORGANIZATION operates its after-school program, summer theater camp, and spring camp. ORGANIZATION shall share use of the outdoor playground with RAP during its summer and spring camps when the playground is used by RAP during that time. During shared use play area hours, both PARTIES will provide supervision at the play area of participants in their respective programs. Should RAP not require use of the play area during such shared use times, ORGANIZATION may use the play area on its own with appropriate ORGANIZATION supervision present.

- c. FACILITY USE PERMITS AND STAFF FEES: ORGANIZATION shall submit a Facility Use Permit to the PARK DIC at the beginning of each calendar quarter indicating any hours requested in addition to the hours of operation listed under

PERMITTED TIMES. ORGANIZATION shall pay staffing costs to RAP at the prevailing hourly rate from the current RAP Schedule of Rates and Fees to have a RAP part-time staff be present during PERMITTED TIMES and any additional time listed on the Facility Use Permit. The current hourly rate is \$30.00 per hour. ORGANIZATION understands and agrees that RAP staff fees are separate from the CRRF listed in Section 12, and that the RAP staff fee hourly rate is subject to change should there be changes to the RAP Schedule of Rates and Fees. Should there be a change, ORGANIZATION shall be given written notice of no less than sixty (60) days in advance.

- d. RAP STAFF FEE PAYMENTS: RAP staff fees shall be billed quarterly through RecTrac and paid by credit card to the PARK DIC, made payable to the “City of Los Angeles.” All such staff fee payments shall be made within two (2) weeks of approval of ORGANIZATION’s Facility Use Permit.
- e. RAP ACCESS: Authorized representatives, agents, and employees of CITY will have the right to enter the PREMISES for purposes of fulfilling normal duties. If a governmental body with jurisdiction over the PREMISES and/or the CITY or RAP determines that a certain activity, or all of the activities, conducted on the PREMISES are material threats to public safety, CITY may immediately suspend and/or terminate ORGANIZATION’s right to conduct such activities at the PREMISES by providing written notice to ORGANIZATION of such suspension. Such activities shall remain suspended until they are no longer deemed a threat to public safety, at which time the CITY shall promptly provide written notice to ORGANIZATION of same.
- f. NATURAL DISASTER OR EMERGENCY: PARTIES agree that CITY shall be allowed access to, and use of, any portion of the PREMISES in case of a natural disaster or emergency such as an earthquake, fire, etcetera, as a designated public emergency shelter site, as determined by CITY. Such use shall take precedence over regularly scheduled ORGANIZATION activities and CITY shall not be charged a fee for such use; provided, however, that ORGANIZATION’s obligation to pay to CITY the Cost Recovery Reimbursement Fees defined in Section 12 below, shall be suspended during such time period that CITY has taken over the PREMISES for the above use.

7. PERMITTED USES AND OBLIGATIONS

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

- a. ORGANIZATION is authorized to use the PREMISES in accordance with the following conditions and shall:
 - i. Operate the PROGRAM in accordance with the terms and conditions of this AGREEMENT, at the PREMISES on the specified days and within the hours listed in Section 6 of this AGREEMENT. Any exception to this schedule must be coordinated with and approved in writing by RAP in advance of such arrangements being implemented.
 - ii. Maintain the PREMISES in accordance with Section 9 of this AGREEMENT.
 - iii. Provide sufficient staff, paid or volunteer, necessary to perform the operation of its PROGRAM and related activities on the PREMISES, and shall provide all materials, supplies, equipment, and funds necessary for such activities, to the reasonable satisfaction of the CITY at no cost to RAP.
 - iv. Be solely responsible for the actions of all individuals and/or organizations participating in its activities at the PREMISES and shall ensure that such individuals and/or organizations agree, in writing, to abide by all conditions set forth in this AGREEMENT.
 - v. Obtain any and all operating permits and/or licenses that may be required in connection with its operations, including but not limited to, tax permits, business licenses, health permits, certifications, etc. City shall reasonably cooperate with ORGANIZATION to the extent necessary for ORGANIZATION to obtain any permits and/or licenses.
 - vi. Punctually pay or cause to be paid all ORGANIZATION financial obligations incurred in connection with the operation and maintenance of the PREMISES as set forth in this AGREEMENT. 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 use of the PREMISES to the extent such claims do not arise due to any CITY action or omission.
 - vii. Prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages), which is not allowed on park property without prior written authorization and therefore

not authorized herein, and therefore shall not be permitted to occur on the PREMISES or PARK under any circumstances.

- viii. 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 Section 25, 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.
- ix. Ensure that no photographs of minors or depiction of their likeness are included in any publication or on any social media platform without prior written consent by the minor's parent or legal guardian.
- x. Promptly contact that Los Angeles County Child Protection Hotline to report any suspected child abuse at the PREMISES. ORGANIZATION shall notify the RAP contacts specified in Section 2 within twenty-four (24) hours after a report has been made;
- xi. Provide RAP with the opportunity to review and approve any proposed future tuition or fee increases in order to ensure that such tuition or fees shall remain reasonably affordable for the community.
- xii. Create and enforce protocols ensuring all persons participating in PROGRAM activities on the PREMISES comply with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors, and subcontractors engaging in the PERMITTED USES described herein, including maintenance, such as, certifications, licensing, California DOJ background checks, LiveScan fingerprinting, and including, but not limited to compliance with California Assembly Bill 506. 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.
- xiii. Comply with all RAP policies and procedures as well as all Federal, State, County, and local regulations, ordinances, orders, and mandates, including

but not limited to health and safety ordinances, orders and guidelines related to COVID-19 and vaccination mandates in connection thereto, and background checks and fingerprinting for any volunteer or paid staff participating in the PROGRAM on the PREMISES, throughout the TERM of this AGREEMENT. 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.

- xiv. For as long as any Federal, State, or City vaccination mandates or requirements remain in effect for Federal, State, City employees, and/or City contractors, the employees of ORGANIZATION and/or persons working on its behalf, including, but not limited to, subcontractors and volunteers (collectively, "Contractor Personnel"), while performing services under this AGREEMENT and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, "In-Person Services") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19"). "Fully vaccinated" means that fourteen (14) or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, ORGANIZATION shall obtain proof that such Contractor Personnel have been fully vaccinated. ORGANIZATION shall retain such proof for the period of retention of all records under this AGREEMENT. ORGANIZATION shall grant medical or religious exemptions ("Exemptions") to Contractor Personnel as required by law. If ORGANIZATION wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, ORGANIZATION shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by ORGANIZATION. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, ORGANIZATION shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed

by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

xv. Use reasonable efforts to cooperate with RAP personnel and PARK staff on all matters relative to the conduct of ORGANIZATION and PARK operations, or any activity, event, and/or special use or fundraiser, including concerns and/or matters related to parking, traffic, and attendance. In regard to activities, programs or events hosted by RAP at the PARK, RAP shall equally use reasonable efforts to minimize any interference, duplication, conflict, or overlap with the operation of ORGANIZATION's PROGRAM at the PREMISES.

b. ORGANIZATION is authorized to utilize the following PREMISES areas during PERMITTED TIMES for the operation of PROGRAM:

- i. The gymnasium (a.k.a. "auditorium"), including the stage;
- ii. The outdoor playground and amphitheater;
- iii. The interior kitchen, craft room, and restrooms (as shared spaces with RAP); and,
- iv. The meeting room, subject to availability when not in use by RAP.

Note: Although most of the PREMISES is to be shared use space, it is understood by ORGANIZATION that the lobby area, facility director's office, and weight room may not be used for its programming and activities.

c. ORGANIZATION is authorized to utilize the following PREMISES areas for storage:

- i. The areas to the left and right of the stage. ORGANIZATION must ensure that there is a three (3) foot clearance in front of the electrical panel and a two (2) foot clearance in front of the amphitheater door tracks on either side and ensure that all shelving units are secured to the walls in an appropriate fashion with no items stored higher than eight (8) feet from the floor;
- ii. One fifteen (15) foot storage container located in the parking lot as depicted in Exhibit A-2. ORGANIZATION shall be solely responsible for providing the fifteen (15) foot storage container and all rental payments for said container. RAP is not responsible for any theft or damage to the container or the items stored therein; and

- iii. With express written permission from the PARK DIC, ORGANIZATION may store props, costumes, and miscellaneous items for up to two (2) weeks prior and two (2) weeks after major performances in an area designated by the PARK DIC.

8. **PARKING**

During the TERM of this AGREEMENT and during PERMITTED TIMES specified above in Section 6 of this AGREEMENT, ORGANIZATION, its staff, and public patrons and/or guests, whether or not involved in ORGANIZATION activities at the PREMISES, shall have the non-exclusive right to park vehicles within any available parking spaces at the PARK on a first-come-first-served basis. If such parking is metered or normally requires a fee, ORGANIZATION, its staff, and public patrons and/or guests shall be required to adhere to established parking requirements. Exclusive or designated parking shall not be allowed, unless previously approved in writing by RAP.

9. **MAINTENANCE AND REPAIR OF 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 the following maintenance obligations with respect to the PREMISES:

- a. ORGANIZATION accepts the PREMISES in its current condition and hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the PREMISES or which may otherwise arise by reason of the use of PREMISES, and releases and discharges the CITY from any claims therefore. CITY shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the PREMISES, nor any appliance or fixture thereon, whether installed by CITY or ORGANIZATION, and regardless of cause. Depending on resources available, RAP may, but is not required to, repair, remodel, replace, and/or reconstruct any building or facility feature, or any portion of the PREMISES under ORGANIZATION's use, including but not limited to any appliance or fixture thereon, whether installed by RAP or ORGANIZATION, and regardless of cause of damage, including heating-ventilation and air conditioning (HVAC) and other electrical systems. RAP shall utilize reasonable discretion when considering any required repairs and whether RAP is in a position or required to repair such deficiency.

- b. ORGANIZATION, in performing required maintenance and/or repair of the interior of the PREMISES as stated in this Section, shall notify RAP of the needed repair or replacement prior to performing any work, and if approved by RAP, shall provide at ORGANIZATION's own expense, all staff and materials, supplies, equipment, and funds, to the extent applicable, and as necessary to perform. Such maintenance and/or repair shall be performed to the reasonable satisfaction of RAP, in accordance with the standards set forth herein and with advance notice to and in consultation with RAP's designated representative, or by RAP's written request and/or instruction.
- c. ORGANIZATION shall be responsible to:
 - i. Comply with RAP's posted kitchen rules when using the kitchen and ensure that the kitchen is clean after ORGANIZATION's use;
 - ii. Clean PREMISES areas and furniture utilized by ORGANIZATION, such as daily sweeping and mopping of the auditorium and stage floors utilizing RAP approved cleaning products, and wiping off and cleaning tables and chairs used;
 - iii. Protect floors of gymnasium/auditorium and stage when in use. Acceptable forms of protection include a full floor cover for the gymnasium/auditorium, soft chair/table leg coverings, and felt pads on the bottom of any props or equipment that will be moved across the floor or stage;
 - iv. Clean the Craft Room and ensure that it is accessible and available for RAP programming outside of PERMITTED TIMES unless express written consent from the PARK DIC is given for extended use;
 - v. Provide paper towels, soap, and any cleaning products necessary for cleaning up after art projects and serving and cleaning up after snacks and meals;
 - vi. Pick up and dispose of trash and debris; and
 - vii. Secure all items belonging to ORGANIZATION at the conclusion of daily operations, including properly storing all its equipment. CITY and/or RAP shall not be responsible for the security of ORGANIZATION's personal property before, during, or after PERMITTED TIMES.
- d. ORGANIZATION shall promptly repair any damages to the PREMISES, which is caused by ORGANIZATION and occurs during, or is associated with, ORGANIZATION operations, or that is caused by ORGANIZATION's use of the

PREMISES; ORGANIZATION recognizes that any damage which remains unrepaired may constitute a hazard to public safety in connection with its use thereof, unless such repair or damage is caused by the negligence or willful misconduct of CITY.

- e. ORGANIZATION may use RAP owned tables and chairs at the PREMISES without charge, however, ORGANIZATION agrees to be responsible to replace any tables and chairs ORGANIZATION uses that have, through wear and tear, deteriorated to the point where they are unsightly or no longer function properly, with similar type and similar or better quality. RAP staff at PREMISES shall determine which tables and chairs are to be replaced and when. RAP staff at PARK and ORGANIZATION shall jointly decide when making purchasing decisions on replacement tables and chairs. Tables and chairs purchased by ORGANIZATION to replace deteriorated ones will remain the property of RAP.
- f. Any damage to any exterior or interior glass at the PREMISES or PARK, caused by ORGANIZATION's staff, contractors, vendors, service representatives or program participants, which occurs during the TERM of this AGREEMENT shall be promptly repaired or replaced at the sole cost and expense of ORGANIZATION with glass of substantially the same size, kind, and quality.
- g. To the extent resources are available, RAP may undertake to maintain or repair certain improvements, fixtures, trade fixtures, roof systems, plumbing, electrical, HVAC systems, building structure, and/or utility systems in place at the PREMISES or PARK as of the execution of this AGREEMENT, if originally installed by RAP. ORGANIZATION agrees and understands that RAP shall not guarantee any level of maintenance or repair because resource availability is unknown. In the event needed repairs impede the ability of ORGANIZATION to conduct operations, ORGANIZATION may (i) elect to undertake repairs at no cost to RAP or, (ii) elect to suspend operations in accordance with Section 17 below.
- h. Subject to the provisions of this AGREEMENT, to the extent that needed repairs are not made, ORGANIZATION waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.
- i. RAP shall be responsible for maintenance and irrigation of the exterior grounds at the PARK and around the PREMISES.
- j. ORGANIZATION shall be allowed to perform emergency maintenance and repairs within the PREMISES, as required to prevent hazardous conditions and ensure

the safety of the public. ORGANIZATION shall provide notification to RAP of any such needed repairs within forty-eight (48) hours from completion of the required work.

10. FUNDING

All funds, including grants, donations, or any other funds received by ORGANIZATION in connection with and/or specified for, the PREMISES or related to matters covered by this AGREEMENT, or generated from programs or activities conducted on the PREMISES, shall be applied exclusively to the operations and maintenance of the PREMISES, and shall be strictly accounted for as provided herein. Such funds shall not be commingled with other funds of ORGANIZATION unrelated to this AGREEMENT and/or the operation and maintenance of the PREMISES. If for any reason ORGANIZATION fails to secure necessary funding to carry out its obligations and commitments under this AGREEMENT, CITY may and can terminate this AGREEMENT pursuant to a Breach and Default of this AGREEMENT.

ORGANIZATION may charge its patrons appropriate fees for programs, services, and/or activities offered by ORGANIZATION on the PREMISES, subject to the terms and conditions of this AGREEMENT and subject to review and approval by RAP. ORGANIZATION may also charge admission fees for special events in an amount comparable to admission fees charged for similar events in the community, subject to review and approval by RAP.

11. SPECIAL EVENTS

ORGANIZATION may hold fundraising activities and special events on the PREMISES, but must obtain prior written approval for the date and time from the PARK DIC for each fundraising or special event, no fewer than thirty (30) calendar days prior to the scheduled activity. ORGANIZATION may have no more than four (4) such events per year. All monies raised from fundraising conducted at the PREMISES must be used only in support of the activities authorized under this AGREEMENT. Fundraising activities shall not include the distribution and/or the consumption of alcoholic beverages.

12. CONSIDERATION AND COST RECOVERY REIMBURSEMENT FEES

ORGANIZATION's use of the PREMISES shall be subject to applicable BOARD approved cost recovery reimbursement fees, as described below:

COST RECOVERY REIMBURSEMENT FEES: During the TERM of the AGREEMENT, ORGANIZATION shall pay a Cost Recovery Reimbursement Fee (“CRRF”) to RAP for costs related to utility, solid waste disposal (trash), and staff impacts incurred by RAP, which are associated with ORGANIZATION’s use of the PREMISES and not paid directly to respective service providers, as further described below. The total monthly CRRF is Three Hundred Forty Dollars (\$340.00), to be paid by ORGANIZATION to RAP, due by the 10th of each month for that current month. The CRRF is subject to change by the BOARD with written notice of no less than sixty (60) days in advance. A breakdown of the total CRRF is provided below in each CRRF category:

- a. UTILITIES: Pursuant to the RAP policy regarding utility payments for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the Board on July 13, 2011 (Report No. 11-202), the estimated, annual pro-rata share of utility expenses (electricity and water) generated by ORGANIZATION’s operations at the PREMISES shall be borne by ORGANIZATION. The estimated monthly utility expense for ORGANIZATION is One Hundred Twelve Dollars (\$112.00), and shall be paid by ORGANIZATION to RAP through utility fee reimbursements, which is included in the total monthly CRRF described above.
- b. TRASH AND SOLID WASTE DISPOSAL: Pursuant to RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the Board on February 1, 2012 (Report No. 12-028), removal of solid waste (trash) and recyclables generated by ORGANIZATION’s operations at the PREMISES shall be at the sole expense of ORGANIZATION. The estimated, monthly pro-rata share that ORGANIZATION shall pay to RAP is Eighty-Five Dollars (\$85.00) as its monthly waste removal fee, which is the agreed upon cost of solid waste and recyclables removal and/or disposal, which is included in the total monthly CRRF described above.
- c. STAFF IMPACT: Pursuant to the RAP policy regarding the impact(s) on RAP staff resulting from the operational activities conducted by non-profit organizations on park property, approved by the Board on July 19, 2012 (Report 12-217), ORGANIZATION shall pay to RAP a monthly Staff Impact fee in the amount of One Hundred Forty-Three Dollars (\$143.00), which is included in the total monthly CRRF described above.

TELEPHONE AND DATA LINES: ORGANIZATION shall be responsible for the cost of telephone and data lines utilized by ORGANIZATION on the PREMISES and shall pay such costs directly to the service provider. CITY shall bear no costs in regards to the telephone and data lines on the PREMISES that ORGANIZATION uses.

COST RECOVERY REIMBURSEMENT FEE PAYMENTS: Payment of Cost Recovery Reimbursement Fees shall be by check, money order, or cashier's check made payable to "City of Los Angeles Department of Recreation and Parks." RAP, at its discretion, may provide courtesy invoices, but ORGANIZATION is wholly responsible for timely payment of the Cost Recovery Reimbursement Fee regardless of written notification which is not required. Payments are to be mailed to:

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

13. ALTERATIONS, IMPROVEMENTS AND REPLACEMENTS

No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PREMISES without prior written authorization by RAP. Should ORGANIZATION propose a capital improvement project to be performed on the PREMISES by ORGANIZATION, in accordance with Section 14 below, ORGANIZATION shall provide RAP detailed information and specifications for review and written approval by RAP, which approval shall not be unreasonably withheld or delayed, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by RAP. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of ORGANIZATION.

ORGANIZATION shall provide RAP with written notice of any planned alterations at minimum fourteen (14) calendar days in advance of any work being performed, and shall adhere to any reasonable plan modifications or reasonable instructions provided by RAP for the proposed project.

14. CAPITAL PROJECT PROPOSAL

When proposing a capital improvement project involving any alterations, additional improvements, and/or replacements to the PREMISES, ORGANIZATION shall

adhere to the following guidelines and instructions for submitting a proposed project for RAP's consideration:

- a. Submit a project proposal for RAP review and presentation for conceptual approval by the BOARD, if necessary. The proposal should include but is not limited to, project objectives, conceptual drawings, a written description of the project's scope of work, general project details and requirements, and estimated preliminary budget.
- b. Should the project be conceptually approved by the BOARD, ORGANIZATION will be authorized to perform any required preliminary work or site assessments, either through a right-of-entry permit if required, or RAP's authorization and/or this AGREEMENT.
- c. Depending on the scope of work and magnitude of the proposed project, ORGANIZATION may be assessed an administrative fee for project review and all services provided by RAP staff. Such fee (if any) shall not exceed an amount that is equal to two percent (2%) of the construction hard costs, and shall be paid to the "City of Los Angeles Department of Recreation and Parks". Thirty percent (30%) of such fee shall have been paid upon completion of the RAP review and approval prior to completion of the project, with the remaining seventy percent (70%) of such fee to be paid by ORGANIZATION upon completion of the project.
- d. If necessary and pursuant to the recommendation of the City Attorney, a development agreement shall be prepared to set forth the terms and conditions under which the proposed project shall be implemented, depending on the scope of work and project magnitude.
- e. When prepared, ORGANIZATION shall submit fifty percent (50%) and ninety percent (90%) complete design drawings for RAP review and approval. Upon RAP's approval, all design and architectural work shall be completed by a California licensed architect and/engineer.
- f. PARTIES shall submit a proposed development agreement and final plans and specifications, respectively, to the BOARD for its consideration and final project approval.
- g. ORGANIZATION shall obtain, at its own cost and expense, all necessary and/or required City, County, State, and/or Federal permits, approvals, licenses, and/or authorizations for project implementation, including but not

limited to environmental clearances in compliance with the California Environmental Quality Act (CEQA).

- h. ORGANIZATION shall submit approved plans and specifications for final approval to:

City of Los Angeles Department of Recreation and Parks
Planning, Maintenance, and Construction Branch
221 North Figueroa Street, 4th Floor
Los Angeles, California 90012

- i. Upon receipt of final approval, ORGANIZATION shall commence construction in coordination with CITY staff.

15. INSURANCE

ORGANIZATION shall furnish CITY with evidence of insurance 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, agencies, employees, assigns and successors in interest as an additional insured for all required coverage(s), as applicable. ORGANIZATION will insure 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 C attached hereto and incorporated herein by reference.

- a. 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.
- b. 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.
- c. If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY's interest, ORGANIZATION will provide CITY at least thirty (30) calendar days ten (10) calendar days for non-payment of premium) prior written notice of such intended election. The notice will 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.
 - d. 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.

16. 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, (1) attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), (2) damages or liability of any nature whatsoever, (3) for death or injury to any person, including ORGANIZATION's employees and agents, or (4) damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by 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 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.

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

17. CASUALTY AND CONDEMNATION

ORGANIZATION shall be excused from its obligations in this AGREEMENT including, without limitation, the payment of the CRRF, the operation, maintenance and repair of any portion of the PREMISES or any improvement thereon that is damaged by casualty or taken by condemnation until any such portion or improvement is restored to at least its condition prior to said casualty or condemnation. CITY shall not be obligated to restore the PREMISES damaged by casualty in whole or in part. If CITY chooses not to restore the PREMISES, CITY shall provide notice to ORGANIZATION thereof within thirty (30) days of such casualty, and this AGREEMENT shall terminate upon ORGANIZATION's receipt of such notice. If the PREMISES is taken by condemnation, CITY shall provide notice to ORGANIZATION thereof within thirty (30) days of such taking, and this AGREEMENT shall terminate upon ORGANIZATION's receipt of such notice, and CITY shall not be obligated to provide ORGANIZATION a replacement property for ORGANIZATION's use.

18. HAZARDOUS SUBSTANCES

- a. PARTIES agree that the PREMISES shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth

- above. 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.
- b. ORGANIZATION must operate the PREMISES 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.

19. FILMING

It is the policy of the City of Los Angeles 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 property for film production purposes. Any commercial filming at the PARK and/or PREMISES shall be subject to approval by RAP and the Film Office, whose consent shall not be unreasonably withheld, conditioned, or delayed. Arrangements shall be established, if possible, to ensure any such filming does not interfere with ORGANIZATION's daily operations conducted at the PREMISES, unless agreed to in advance between ORGANIZATION and the Park Film Office. All fees for use of park property by film production companies, including the PARK and PREMISES, shall be established and collected by the 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 at the PREMISES.

20. SIGNAGE

No 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.

21. PUBLICITY

Should there be the need, CITY and ORGANIZATION agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this AGREEMENT, the use of the PREMISES or promotion of the PROGRAM, or construction of any improvements at the PREMISES in connection with this AGREEMENT or PROGRAM, except as may be legally required by applicable laws, regulations, or judicial order. Such cooperation and coordination shall occur prior to the release of any such press release or public announcement(s). CITY and ORGANIZATION agree to notify each other in writing prior to the release or use of any press release, public announcement, marketing or promotion of the PREMISES with respect to the ORGANIZATION's use of the PREMISES. Further, any such press release, public announcement, marketing materials, or brochures prepared by ORGANIZATION shall appropriately acknowledge the contributions of both CITY and ORGANIZATION. To the extent stipulated in any grant agreement, with respect to the PROGRAM and the use of the PREMISES in connection thereto, the CITY and ORGANIZATION shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement, and shall provide the opportunity for attendance and participation by grantor representatives. Further, CITY and ORGANIZATION shall coordinate the scheduling and organization of any public or media event with respect to the PROGRAM and the use of the PREMISES in connection thereto, to provide the opportunity for attendance and participation by officials and/or representatives of both CITY and 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, with respect to the PROGRAM and the use of the PREMISES in connection thereto, shall contain any acknowledgements required under any grant agreement.

22. TAXES AND POSSESSORY INTEREST

ORGANIZATION shall pay all taxes of whatever character that may be levied or charged upon the rights of ORGANIZATION to use the PROPERTY, or upon ORGANIZATION's improvements, fixtures, equipment, or other property thereon or upon ORGANIZATION's operation hereunder. In addition, by executing this AGREEMENT and accepting the benefits thereof, a property interest may be created

known as a "Possessory Interest" and such property interest will be subject to property taxation. ORGANIZATION, as the party in whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

23. DEFAULT BY ORGANIZATION

The following occurrences shall constitute an event of default ("EVENT OF DEFAULT") under this AGREEMENT:

- a. Except where a specific time period is otherwise set forth for ORGANIZATION's performance in this AGREEMENT, in which event the failure to perform by ORGANIZATION within such time period shall constitute an EVENT OF DEFAULT by ORGANIZATION under this Section 23, any failure by ORGANIZATION to observe or perform any other material provision, covenant or condition of this AGREEMENT to be observed or performed by ORGANIZATION where such failure continues for thirty (30) days after written notice thereof from CITY to ORGANIZATION; provided that if the nature of such EVENT OF DEFAULT is such that the same cannot reasonably be cured within a thirty (30) day period, no EVENT OF DEFAULT shall be deemed to have occurred if ORGANIZATION diligently commences such cure within such period and thereafter diligently proceeds to rectify and cure such EVENT OF DEFAULT;
- b. ORGANIZATION materially fails in the performance of any provision or condition of this AGREEMENT, such as failure to maintain required insurance coverage beyond the notice and cure period, failure to comply with applicable legal requirements, or failure to fulfill the obligation to operate, maintain and repair the PREMISES as specified herein; or
- c. ORGANIZATION attempts to assign its rights or obligations under this AGREEMENT without CITY's or RAP's prior written consent shall also constitute an EVENT OF DEFAULT.

24. BREACH OR DEFAULT BY ORGANIZATION – REMEDIES OF CITY OR RAP

Upon the occurrence of one or more EVENTS OF DEFAULT by ORGANIZATION, CITY and/or RAP may, at its election and without waiving any right to select any other remedy provided in this Section 24 or elsewhere in this AGREEMENT, initiate any of the following:

- a. Notice to Cure Event of Default. RAP may issue a written notice of EVENT OF DEFAULT to ORGANIZATION, and if ORGANIZATION does not cure said EVENT OF DEFAULT within sixty (60) calendar days of receipt of said notice, RAP may, by delivering a second written notice to ORGANIZATION, terminate this AGREEMENT without further delay, whereupon ORGANIZATION shall vacate the PREMISES within sixty (60) calendar days. For an EVENT OF DEFAULT involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.
- b. RAP's Right to Cure. RAP, 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 EVENT OF DEFAULT by ORGANIZATION, perform or cause to be performed any of ORGANIZATION's unperformed obligations under this AGREEMENT. RAP may enter the PREMISES and remain there for the purpose of correcting or remedying such EVENT OF DEFAULT. Such action by RAP shall not be deemed to waive or release said EVENT OF DEFAULT or RAP's right to take further preventative action.

25. 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 or sent by confirmed facsimile transmission, 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:

If to RAP: City of Los Angeles Department of Recreation and Parks
Attention: Partnership Section
221 North Figueroa Street, Suite 180
Los Angeles, California 90039
Phone: (213) 202-5600
Email: Melissa.Bettis@lacity.org

If to ORGANIZATION: Los Angeles Theatre Academy
Attention: Ms. Teresa Sanchez

949 Academy Road
Los Angeles, California 90012
Mobile Phone: (661) 383-6181
Email: ExecutiveDirectorLATA@gmail.com

26. REPRESENTATIONS AND WARRANTIES

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

27. NO JOINT VENTURE OR AGENCY RELATIONSHIP

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

28. 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.

29. APPROVAL OF SUB-LEASES

No sub-lease for space shall take effect unless approved by RAP, which approval shall not be unreasonably withheld or delayed. ORGANIZATION shall require all individuals and organizations providing programs or services within the PREMISES to agree to abide by all conditions set forth in this AGREEMENT, as applicable to such programs or services.

30. SAFETY PRACTICES

ORGANIZATION shall cooperate in good faith with CITY in the investigation of accidents or deaths occurring at the PARK or on the PREMISES. In the event of death

or serious injury (requiring an emergency room hospital visit), ORGANIZATION must notify the RAP Facility Director 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. ORGANIZATION shall maintain at the PREMISES a record of non-serious injuries occurring on the PREMISES, copies of which shall be provided to the RAP Center contact referenced below upon receipt of a written request therefore. ORGANIZATION shall keep internal documentation of the incident(s) occurring during the previous year and provide RAP with such information upon request.

31. ORDINANCES AND STANDARD PROVISIONS

The "Standard Provisions for City Contracts (Rev. 9/22 [v.1] or current version)" are incorporated herein by reference and attached hereto as Exhibit E. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 9/22 [v.1] or current version)" 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.

32. RATIFICATION

At the request of CITY, and because of the need therefore, ORGANIZATION began performance of the responsibilities herein required prior to the execution hereof. By its execution hereof, CITY hereby accepts such service subject to all the terms, covenants, and conditions of this AGREEMENT, and ratifies its AGREEMENT with ORGANIZATION for such services.

33. INCORPORATION OF DOCUMENTS

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

Exhibit A: Site Plan

Exhibit B: Program Description

Exhibit C: Sample Performance Evaluation Form

Exhibit D: Insurance Requirements and Instructions for Submission

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

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

[SIGNATURE PAGE FOLLOWS]

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.

Los Angeles Theatre Academy, Inc., a 501(c)(3) California non-profit corporation.

By: _____
President

By: _____

By: _____
Secretary

Title: _____

Date: _____

By: _____

Title: _____

APPROVED AS TO FORM:

Date: _____

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Deputy City Attorney

Date: _____

EXHIBIT A-1

SITE PLAN

Elysian Park Therapeutic Recreation Center

929 Academy Road

Los Angeles, California 90012

-  Craft room
-  Outdoor playground
-  Gymnasium/auditorium
-  Meeting room
-  Kitchen
-  Stage storage
-  Stage

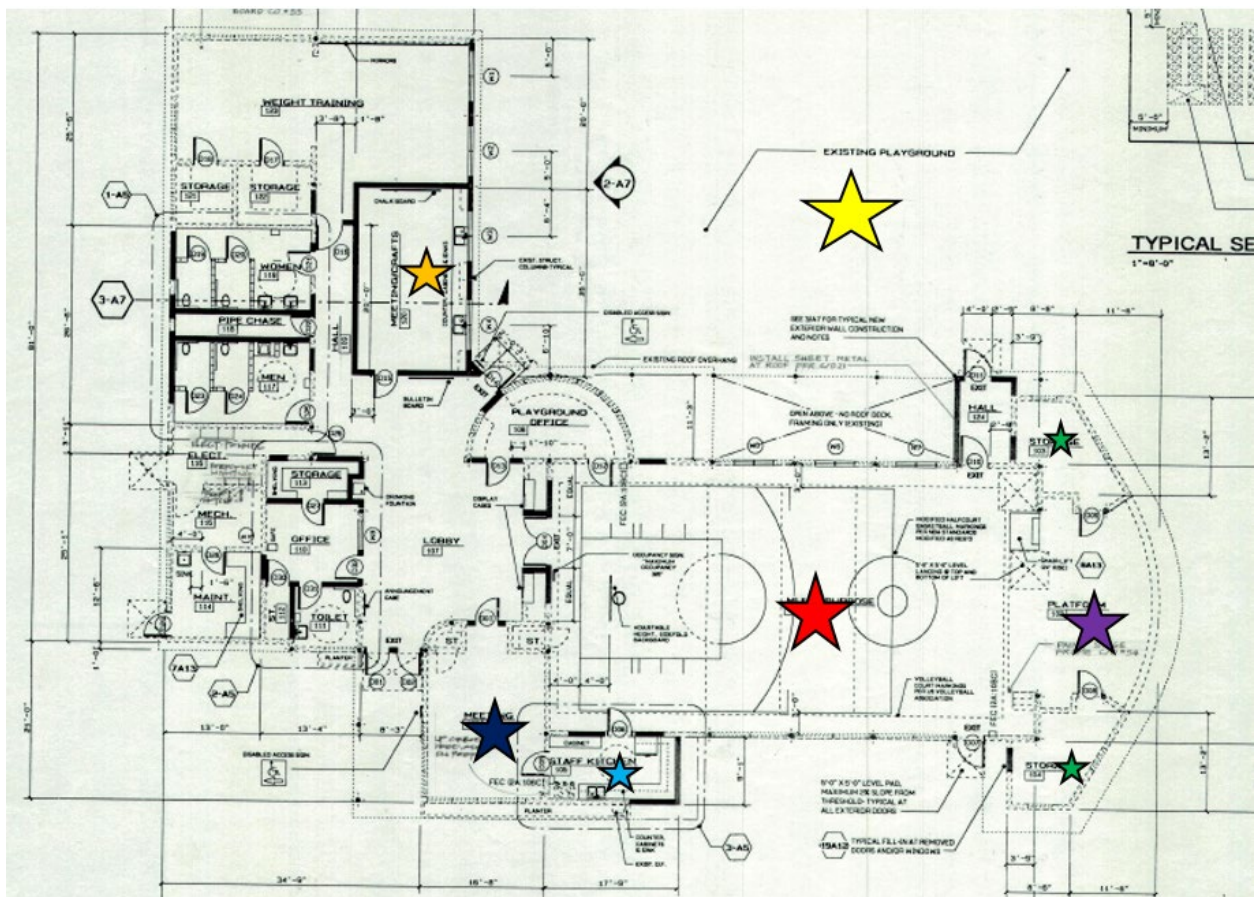


EXHIBIT A-2

SITE PLAN- STORAGE CONTAINER LOCATION



EXHIBIT B

PROGRAM DESCRIPTION

The Los Angeles Theatre Academy (LATA) was established in 2011 to bring the performing arts to the communities surrounding Elysian Park and is located at Elysian Park Recreation Center. LATA is a multilingual theater arts organization that is committed to providing the youth of Los Angeles a safe and welcoming space to express themselves through the performing arts. This program teaches participants all aspects of stage productions including acting, directing, set and costume design, production, writing, singing, and a variety of dance techniques. Participants are able to perform alongside professional artists throughout Los Angeles County, additionally they present a summer theater festival and a holiday show which are both performed in the Elysian Park Recreation Center amphitheater.

LATA offers an after-school program that follows the Los Angeles Unified School District (LAUSD) calendar and a summer camp program during LAUSD summer break. The after-school program offers transportation from select local schools to the program site for an additional fee; there is also the option for participants to be dropped off directly at the program site. In addition to the performing arts instruction, the after-school program also includes the opportunity for participants to play outside and have an afternoon snack.

The Summer Camp program includes the various types of instruction that is offered after school and also includes instruction in stage combat and multicultural dance. Additionally, participants are taken on a daily hike through Elysian Park. Participants that attend the last three weeks of Summer Camp are able to participate in the Summer Showcase Ensemble.

EXHIBIT C

Sample Performance Evaluation Form

Pursuant to your Organization's Agreement with the Department of Recreation and Parks and the required Performance Report, please provide responses to the following questions regarding the public services and programs provided by your organization on park property. You may include additional information as deemed necessary.

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

Organization Name:

RAP Facility Address:

Organization Contact Name:

Organization Phone Number:

Time Period Covered in Annual Performance Report:

PROGRAM SECTION

1. Describe the program and service(s) offered:
2. What are the hours of operations/sessions for this facility?
3. How many participants were enrolled during this performance period? **Please count each participant and/or household once regardless of the number of individual activities they participate in.*
4. How many of your participants are from the surrounding community? (Within a 5-mile radius) **Please count each participant and/or household once regardless of the number of individual activities they participate in.*
5. How many employees does your organization have?
6. How many volunteers does your organization have?
7. Are any of your employees specialized, licensed, certified, or extraordinarily experienced in a specific field?
 - a. If you answered YES to question 7, please describe:
8. Is your organization able to accommodate participants who have special needs?
 - a. If you answered YES to question 8, please describe what needs can be met:
 - b. If you answered YES to question 8, do you have any currently enrolled participants with special needs?
9. List the achievements and/or challenges that occurred during this performance period:

PROGRAM SECTION COMMENTS:

FINANCIAL SECTION

1. Did the rates and fees increase during this performance period?

FINANCIAL SECTION COMMENTS:

OUTREACH SECTION

1. Did your organization operate at full capacity during this review period?
2. Does your organization have a waiting list?
 - a. If you answered YES to question 2, are potential participants charged a fee to be added to the waiting list?
 - b. What is your organization's method for choosing an individual from the waiting list to fill an available spot?
3. What effort did the organization make during the review period to recruit new participants?
4. Does your organization collect demographic information from participants?
5. Does your organization survey participants about the program?

OUTREACH SECTION COMMENTS:

SAFETY COMPLIANCE SECTION

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

SAFETY COMPLIANCE SECTION COMMENTS:

ORGANIZATION COMPLIANCE SECTION

1. Is your organization in good legal standing as a nonprofit organization?
 - a. If you answered NO to question 1, please explain:
2. Does your organization sublet any space to another entity?
3. Has your organization received any complaints?
 - a. If you answered YES to question 3, please describe the situation(s) and how the complaint was addressed and resolved:
4. Were any improvements or repairs to the facility performed by the organization or RAP during the performance period?
 - a. If you answered YES to question 4, please list the date(s) and name(s) of entities involved, including RAP staff.
5. Please list any staff or volunteer comments/issues/requests that you wish to discuss with RAP?

ORGANIZATION COMPLIANCE SECTION COMMENTS:

REQUIRED DOCUMENTS

Please upload all applicable documents:

1. Annual Profit and Loss Report
2. Annual Schedule of Events and Activities
3. Program Handbook
4. Annual Budget for Upcoming Fiscal Year
5. IRS 990 form
6. Program Waiting List
7. Demographic Information (if collected)
8. Annual Surveys of Participants
9. Marketing Materials
10. Proof of Insurance Confirmation Number (from Risk Management Website)
11. Proof of 501(c)(3) and proof of good standing

EXHIBIT D

INSURANCE REQUIREMENTS

Form Gen. 146 (Rev. 6/12)

Required Insurance and Minimum Limits

Name: Los Angeles Theatre Academy, Inc. Date: 03/21/2024

Agreement/Reference: Performing Arts After-School and Day Camp Programs, Elysian Park Recreation Center

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

| | Limits |
|---|--|
| <hr/> | |
| <input checked="" type="checkbox"/> Workers' Compensation (WC) and Employer's Liability (EL) | WC <u>Statutory</u> |
| <input type="checkbox"/> Waiver of Subrogation in favor of City | EL <u>1,000,000</u> |
| <input type="checkbox"/> Longshore & Harbor Workers | |
| <input type="checkbox"/> Jones Act | |
| <hr/> | |
| <input checked="" type="checkbox"/> General Liability <u>City of Los Angeles must be named as an additional insured party</u> | 1,000,000 |
| <input checked="" type="checkbox"/> Products/Completed Operations | <input checked="" type="checkbox"/> Sexual Misconduct <u>1,000,000</u> |
| <input type="checkbox"/> Fire Legal Liability _____ | |
| <input checked="" type="checkbox"/> <u>with \$2,000,000 aggregate</u> | |
| <hr/> | |
| <input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work) | 1,000,000 |
| <hr/> | |
| <input type="checkbox"/> Professional Liability (Errors and Omissions) | _____ |
| Discovery Period <u>12 months after completion of work or date of termination</u> | |
| <hr/> | |
| <input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company) | _____ |
| <input type="checkbox"/> All Risk Coverage | <input type="checkbox"/> Boiler and Machinery |
| <input type="checkbox"/> Flood _____ | <input type="checkbox"/> Builder's Risk |
| <input type="checkbox"/> Earthquake _____ | _____ |
| <hr/> | |
| <input type="checkbox"/> _____ | _____ |
| <hr/> | |
| <input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds | _____ |
| <input type="checkbox"/> Crime Insurance | _____ |
| <hr/> | |
| Other: <u>Provided to: Melissa Bettis</u> | |
| <u>If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: http://cao.lacity.org/risk/InsuranceForms.htm</u> | |
| <u>In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.</u> | |

EXHIBIT E

STANDARD PROVISIONS FOR CITY CONTRACTS

(TO BE ATTACHED AS A SEPARATE DOCUMENT)

ATTACHMENT A

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

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

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

PSC-2. Applicable Law, Interpretation and Enforcement

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

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

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

PSC-3. Time of Effectiveness

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

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

PSC-4. Integrated Contract

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

PSC-5. Amendment

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

PSC-6. Excusable Delays

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

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

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

PSC-7. Waiver

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

PSC-8. Suspension

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

PSC-9. Termination

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

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

PSC-10. Independent Contractor

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

PSC-11. Contractor's Personnel

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

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

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

PSC-12. Assignment and Delegation

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

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

PSC-13. Permits

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

PSC-14. Claims for Labor and Materials

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

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

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

PSC-16. Retention of Records, Audit and Reports

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

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

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

PSC-17. Bonds

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

PSC-18. Indemnification

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

PSC-19. Intellectual Property Indemnification

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

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

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

PSC-21. Ownership and License

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

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

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

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

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

PSC-22. Data Protection

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

PSC-23. Insurance

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

PSC-24. Best Terms

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

PSC-25. Warranty and Responsibility of Contractor

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

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

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

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

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

PSC-27. Child Support Assignment Orders

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

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

PSC-28. Living Wage Ordinance

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

PSC-29. Service Contractor Worker Retention Ordinance

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

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

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

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

PSC-31. Contractor Responsibility Ordinance

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

PSC-32. Business Inclusion Program

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

PSC-33. Slavery Disclosure Ordinance

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

PSC-34. First Source Hiring Ordinance

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

PSC-35. Local Business Preference Ordinance

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

PSC-36. Iran Contracting Act

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PSC-42. Possessory Interests Tax

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

PSC-43. Confidentiality

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

PSC-44. COVID-19

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

PSC-45. Contractor Data Reporting

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

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. 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: _____
