

# APPROVED

JUN 21 2017

## BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 17-156

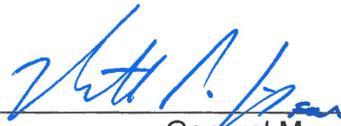
DATE: June 21, 2017

C.D. 7

### BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: NORTHEAST VALLEY MULTIPURPOSE SENIOR CENTER - AGREEMENT WITH SAN FERNANDO VALLEY INTERFAITH COUNCIL, INC., FOR THE OPERATION OF PUBLIC PROGRAMS AND SERVICES FOR SENIORS, AND DEPARTMENT OF RECREATION AND PARKS FACILITY ACCESS FOR COMMUNITY EVENTS AND OTHER PERMITTED USES; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III SECTION 1 CLASS 1 (14) OF CITY CEQA GUIDELINES (ISSUANCE OF LICENSES/PERMITS)

*AP Diaz	_____	V. Israel	_____
R. Barajas	_____	N. Williams	_____
H. Fujita	_____		

  
\_\_\_\_\_  
General Manager

Approved ✓ \_\_\_\_\_ Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

### RECOMMENDATION

1. Approve a proposed four-year Agreement (Agreement) with two subsequent four-year options to renew, with San Fernando Valley Interfaith Council, Inc. (VIC), a California non-profit organization, setting forth the terms and conditions for VIC's operation and use of the facility to provide public programs and services for seniors at Northeast Valley Multipurpose Senior Center (aka Alicia Broadous-Duncan Multipurpose Senior Center) (Facility), and for the Department of Recreation and Parks' (RAP) Recreational Services Branch, Valley Region access for permitted events and other community use, substantially in the form attached hereto as Attachment 1;
2. Authorize RAP and the City Attorney to make any necessary changes to the Agreement consistent with VIC's hours and terms of use, proposed activities, financial obligations and the reservation of RAP's use rights in the Facility, all as set forth in this Report.
3. Find that the proposed Agreement is categorically exempt from the California Environmental Quality Act (CEQA), and direct RAP staff to file a Notice of Exemption (NOE);
4. Authorize the Chief Accounting Employee to prepare a check made payable to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing the NOE;
5. Direct the RAP Chief Accounting Employee to create an appropriate account into which payments of cost recovery reimbursement fees from VIC for utilities and other cost recovery

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reimbursements will be deposited in accordance with the proposed Agreement; and,

6. Authorize the Board President and Secretary to execute the Agreement upon receipt of all necessary approvals;

SUMMARY:

VIC is a non-profit, non-sectarian organization that has been serving older adults in the San Fernando Valley, aged sixty (60) and above, for over forty (40) years. Through a four-year grant from the Department of Aging (DOA), and monies generated from public donations and program fees, VIC operates senior programs and services at four multipurpose senior centers on Park property in the San Fernando Valley: Robert M. Wilkinson Multipurpose Center (Wilkinson), Sherman Oaks-East Valley Adult Center (SO-EVAC), Van Nuys Multipurpose Senior Center (aka Bernardi Multipurpose Senior Center), and the subject Northeast Valley Multipurpose Senior Center (NVMSC). VIC currently operates at NVMSC under a 1994 Permit which although expired, has a month-to-month hold-over provision. The proposed Agreement will bring VIC into compliance with current RAP Policies related to cost recovery reimbursement fees and stipulating the terms and conditions for VIC's continued operation of the NVMSC and RAP's use during non-VIC operating hours.

NVMSC is located at 11300 N. Glenoaks Boulevard, Pacoima CA 91331, and consists of a 25,400 Sq. Ft. stand-alone building, Seventy-Three (73) space parking lot, outdoor fitness zone, and two covered outdoor patio areas; all situated within a 2.07 acre property illustrated by the Site Map attached hereto as Attachment 2. Although the property is dedicated park property, it is not a traditional park. The building contains various activity rooms and offices, including but not limited to a kitchen, large dining hall with a stage, small library, small billiard room, senior daycare room, and multipurpose rooms.

The proposed Agreement sets forth the terms and conditions for VIC and RAP's use of the NVMSC during separate, specified days and hours, respectively for the purpose of VIC providing free or nominal fee programming and services for seniors, and RAP providing community access for permitted events and occasional programming. VIC's primary scope of operations will continue under the proposed Agreement to include, but not be limited to, nutrition and social services, special events (field trips, dances, dinners, etc.), and other daily recreational activities. A description of VIC's programming is incorporated into the proposed Agreement as Exhibit B. Such programming and activities have been reviewed by RAP Recreation Services Branch staff and deemed appropriate for the facility and in line with RAP's mission.

VIC days and hours of operation shall be Monday through Friday, 8:00 a.m. to 4:00 p.m., excluding holidays, and RAP shall have access to the facility during VIC non-operating hours, Monday through Friday and weekends. RAP shall reserve the right to utilize the facility at hours allocated for VIC use upon notifying VIC in advance and VIC shall have the right to make special requests to use the facility during hours not allocated to VIC with advance notice to the RAP, contingent upon daily operations or prescheduled events not being adversely impacted. Third-party permits issued to the public shall be administered through the RAP Valley Region

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Office, in accordance with RAP permitting protocols and subject to the RAP Schedule of Rates and Fees.

VIC shall continue to be responsible for the maintenance and security of the facility during VIC operating hours, which includes interior custodial and upkeep, but not outdoor grounds keeping. VIC and RAP shall each be responsible for damage and repairs caused during respective use times, and each shall contribute to repairs caused by normal wear and tear with RAP being responsible for sixty-seven percent (67%) and VIC Thirty-Three percent (33%). RAP will continue to be responsible for outdoor grounds maintenance, and pursuant to the proposed Agreement, the additional responsibility of interior cleaning at conclusion of RAP-permitted events and activities. The Valley Region Office anticipates that the cost(s) to RAP for permit administration, supervision, and clean-up responsibilities will be offset by permit fee revenues.

Should the proposed Agreement be approved, VIC operations will be monitored through the Partnership Division's annual performance review process, with Partnerships Staff maintaining communication with Recreation Services Branch staff to ensure compatibility of operations and compliance with the terms and conditions of the proposed Agreement. As part of the proposed Agreement, VIC will be responsible for building repairs on a pro-rata basis when RAP is unable to fulfill repair requests due to limited resources. In all cases, VIC accepts full liability for their operations at the location and will maintain appropriate insurance coverage listing the City as an additional insured. Additionally, VIC will be responsible for the Cost Recovery Reimbursement Fee in the amount of Five Hundred Twenty-five Dollars (\$525.00) per month, or Six Thousand, Three Hundred Dollars (\$6,300.00) per year, covering utilities, solid waste disposal, and staff impact fees.

The proposed Agreement carries an initial term of four years, with two subsequent four-year options to renew at the discretion VIC, but contingent upon the award of grant funding by the DOA to VIC for the same four-year periods, in order to ensure VIC's financial sustainability throughout the renewal term(s) of the proposed Agreement.

RAP staff recommends approval of the proposed four-year Agreement, with two subsequent four-year options to renew, to bring VIC's use of the facility into compliance with current RAP Policies, and establish VIC and RAP's respective roles, responsibilities, and understanding of agreed upon arrangements for the shared use of the facility during respective days and hours of use. The Office of the Seventh Council District (CD-7) has conveyed its support for the proposed Agreement and supports VIC's operations at the facility, as they have proven to be a valuable asset to the surrounding community. Additionally, RAP and CD-7 look forward to the Valley Region Office playing an active role at the facility by providing additional public access and recreational opportunities, not just to seniors but also for the community at-large.

### ENVIRONMENTAL IMPACT STATEMENT

The proposed project consists of an operating agreement between RAP and VIC for the use of the existing Northeast Multipurpose Senior Center. RAP staff recommends that the Board determine that the project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1 (14) of the City CEQA Guidelines.

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RAP staff has discussed the proposed agreement with the Superintendent of Valley Region Recreational Services Branch, who supports the proposed Agreement and concurs with staff's recommendations.

### FISCAL IMPACT STATEMENT

The proposed Agreement will have no impact on the RAP General Fund, as VIC's operational costs will continue to be VIC's responsibility. Existing costs currently paid by RAP will remain the same but with some reduction as VIC will now be responsible for the payment of cost recovery reimbursement fees to RAP for utilities, solid waste disposal, and staff impacts (administration and exterior maintenance), in accordance with RAP Policies. Regarding RAP's use of the facility, RAP staff and other costs related to the Valley Region's issuance of permits of the facility to outside entities are anticipated to be offset by permit fee revenue.

This Report was prepared by Joel Alvarez, Senior Management Analyst II, Partnership Division.

### LIST OF ATTACHMENTS

- 1) Proposed Valley Interfaith Council Agreement
- 2) Northeast Valley Multipurpose Center Site Map

**AGREEMENT  
BETWEEN CITY OF LOS ANGELES  
AND  
SAN FERNANDO VALLEY INTERFAITH COUNCIL, INC.  
FOR THE OPERATION AND MAINTENANCE OF  
THE NORTHEAST VALLEY MULTIPURPOSE SENIOR CENTER  
(AKA ALICIA BROADOUS-DUNCAN SENIOR CENTER)  
TO PROVIDE SENIOR CITIZEN PROGRAMS AND SERVICES**

This AGREEMENT ("AGREEMENT") is entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners ("CITY") and San Fernando Valley Interfaith Council, Inc. ("VIC"), a California 501(c)(3) non-profit corporation with reference to and based upon the following. CITY and VIC may be referred to herein individually as ("PARTY"), and collectively as ("PARTIES").

WHEREAS, CITY, through its Department of Recreation and Parks ("RAP"), owns real property commonly known as the Northeast Valley Multipurpose Senior Center (aka, Alicia Broadous-Duncan Senior Center) ("PREMISES"), located at 11300 Glenoaks Boulevard, Pacoima, CA 91331, as defined by the site map attached hereto and incorporated herein by reference as Exhibit-A; and,

WHEREAS, VIC, established in 1964, provides comprehensive services for older adults in the San Fernando Valley to help seniors remain healthy, active and independent, which include community and home based mental health services, care management and social services, as well as recreational and educational activities to enhance overall well-being; and,

WHEREAS, VIC has received among other funding, a grant through the City of Los Angeles Department of Aging ("DOA") to provide various services for seniors in the City of Los Angeles; and,

WHEREAS, DOA has agreed to assist VIC with the completion of annual reporting requirements stipulated in this AGREEMENT, based on information provided by VIC to DOA in compliance with DOA grant requirements; and,

WHEREAS, VIC has agreed to operate and maintain the PREMISES and provide such senior citizen and family caregiver programs and services only, through recreation, nutrition and socialization activities ("PROGRAM"), in accordance with the terms and conditions of this AGREEMENT, to fulfill recreational needs of the residents of the City of Los Angeles; and,

WHEREAS, CITY agreed to accept this offer of operations and maintenance at the Meeting of the Board of Recreation and Park Commissioners ("BOARD") held on June 21, 2017 (Board Report No. 17-\_\_\_\_\_).

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

- 1. Use of Premises.** In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to VIC and any of VIC's contractors, sub-contractors, vendors, and/or volunteers performing activities or work by this AGREEMENT,

authority to use the PREMISES for the operation of the PROGRAM as further described below in Section 5, ("PERMITTED USES"), which shall be performed by VIC in compliance with the terms and conditions of this AGREEMENT, including Cost Recovery Reimbursement Fees where applicable paid to RAP, and performance of certain maintenance requirements at the sole cost and expense of VIC. **VIC shall not perform any non-senior care related activities within the PREMISES, unless approved in writing by RAP in advance of any such activities occurring.** RAP's response to such written requests shall not be unreasonably withheld or delayed.

2. **Term and Termination.** The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be four (4) years, with two (2) subsequent four (4) year options to renew, exercisable by VIC but subject to the award of DOA grant funds to ensure VIC's ability to sustain operations, and annual performance evaluations ("ANNUAL PERFORMANCE REVIEWS") more fully described below in Section 3 of this AGREEMENT.

a. **Commencement and Expiration.** This AGREEMENT shall take effect on the date of execution set forth above on page 1 of this AGREEMENT ("COMMENCEMENT DATE") and shall end upon the expiration of the TERM, or the earlier of (i) a written termination notice from CITY or VIC, effective after ninety (90) calendar days from the date of issuance due to either an unfavorable ANNUAL PERFORMANCE REVIEW (as determined by the CITY in its sole discretion) or as otherwise provided in this AGREEMENT, including termination for cause during the TERM; (ii) VIC ceasing to operate at the PREMISES; or, (iii) termination pursuant to the termination provisions described below and elsewhere in this AGREEMENT.

b. **Termination.** In addition to termination for an uncured breach or default, or if VIC ceases to operate under this AGREEMENT, either CITY or VIC may terminate this AGREEMENT by giving the other ninety (90) calendar days advanced written notice. CITY reserves the right to terminate this AGREEMENT at its sole discretion, for emergency or necessity. If CITY should elect to terminate this AGREEMENT, VIC agrees to immediately cease all operations and other activity, remove all personal property and equipment, and peacefully surrender the PREMISES to CITY within ninety (90) calendar days of receiving written notice of termination. If VIC fails to remove all personal property and equipment within sixty (60) calendar days after termination of this AGREEMENT, CITY, at its option, may remove the same, in which event VIC shall pay to the CITY, upon demand, the reasonable cost of such removal, plus the cost of transportation and disposition thereof. In the event that the PREMISES becomes so damaged that or in need of repair that, for a period of ninety (90) consecutive days at least sixty percent (60%) of the PREMISES cannot reasonably be used by VIC or RAP, for the purposes specified in this AGREEMENT, and provided further that such damage or condition has not been directly caused or created by VIC, or by any third-party providing services or programming at the PREMISES under the authority or supervision of VIC (including performers, contractors, and/or vendors), then VIC shall have the right to terminate this AGREEMENT with thirty (30) days advance written notice thereof to RAP.

c. **Cease to Operate.** The phrase "cease to operate" shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of VIC'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 VIC's purposes or function

as contained in VIC's corporate charter or grant of non-profit status ("Stated Purposes"); (iii) a material change in the delivery of services by VIC, as described herein; or (iv) the failure of VIC to use the PREMISES for any of the 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 VIC's control; or (v) the failure of VIC to receive grants or other funding sufficient to continue PERMITTED USES at a level reasonably acceptable to RAP.

**3. Annual Performance Reviews.** PARTIES mutually agree to ANNUAL 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 VIC and the continuing TERM of this AGREEMENT shall be contingent upon a favorable ANNUAL PERFORMANCE REVIEW, which shall include, but not be limited to:

- (i) An evaluation of VIC's compliance with the terms and conditions of this AGREEMENT;
- (ii) Fulfillment of VIC's obligations for the operation and maintenance of the PREMISES under this AGREEMENT, including the provision of programs and/or services performed under the PERMITTED USES specified herein, and further defined by VIC's San Fernando Valley Interfaith Council, Inc. Program Rules, Goals, and Description for Services offered at Northeast Valley Multipurpose Senior Center (aka Alicia Broadous-Duncan Senior Citizen Center) attached hereto and incorporated herein by reference as Exhibit-B;
- (iii) Adequacy of VIC's funding to sustain operation and maintenance of the PREMISES, including grants or contracts with other City Departments;
- (iv) The volume of the public's participation in VIC's programs and services; and,
- (v) VIC's cooperation with CITY staff.

b. Every year during the TERM of this AGREEMENT, for purposes of completing the ANNUAL PERFORMANCE REVIEW process, **VIC shall submit to RAP during the period of June 1st through July 1<sup>st</sup> of each year, an annual performance or program report ("PERFORMANCE REPORT") based on annual reporting materials submitted by VIC to DOA in compliance with DOA grant requirements and established protocols. This PERFORMANCE REPORT shall include, but not be limited to:**

- (i) Annual Budget and Report of Revenues and Expenditures;
- (ii) Data on participants and program results;
- (iii) Sample copies of marketing, recruitment, and press materials; and,
- (iv) Discussion of program changes or challenges.

- c. The RAP General Manager or designee reserves the right to request additional materials or clarifying information after review of the submitted PERFORMANCE REPORT.
  - d. **CITY's approval to continue the collaborative relationship and this AGREEMENT shall be based on findings obtained through the performance review process, evaluation of the PERFORMANCE REPORT, and a review of compliance with the terms and conditions of this AGREEMENT, including interviews with RAP's operations and maintenance staff with oversight of the PREMISES.** A sample Performance Evaluation Form is provided as Exhibit-C, attached hereto and incorporated herein by reference. Results of the performance review may be used in determining future collaborations with VIC. CITY shall not unreasonably withhold its determination.
4. **Access to Premises.** VIC will, and cause any of its authorized third party associated with VIC's PROGRAM related activities at the PREMISES to, abide by the terms and conditions expressed in this AGREEMENT, and will cooperate fully with CITY's employees in the performance of their duties. Authorized representatives, agents and employees of CITY will have the right to enter the PREMISES for purposes of fulfilling normal duties, performing inspections, conducting events or programs, or in the case of emergencies. VIC shall be notified in advance of any formal inspection or prescheduled ANNUAL PERFORMANCE REVIEW.
- a. VIC shall have access to PREMISES during PERMITTED TIMES specified in Section 6 (Days and Periods of Use) of this AGREEMENT. RAP shall reserve the right to utilize the PREMISES, or certain portions thereof, for RAP-authorized general community activities or to issue third-party facility use permits for such use. Such activities shall be conducted in compliance with the rules and regulations promulgated by [VIC's licensing agencies TO BE SPECIFIED]. RAP shall coordinate with, and notify VIC of RAP's intent to use the PREMISES, no less than seven (7) calendar days prior to the planned activity. RAP shall be responsible for providing any required staff for supervision, maintenance, security, parking, and/or operations for such activities. RAP shall return the PREMISES to its previous condition upon completion of RAP-authorized activities.
  - b. PARTIES agree to allow CITY departments and agencies access to use any portion of the PREMISES in case of a natural disaster or emergency, such as an earthquake, fire, etc., as a designated public emergency shelter site. Such use shall take precedence over VIC's regularly scheduled PROGRAM and CITY shall not be charged a fee for such use.
5. **Permitted Uses.** VIC is authorized under this AGREEMENT to conduct the PROGRAM for the benefit of **senior citizens**, in accordance with DOA grant-related requirements and protocols, and shall not expand and/or change the scope of PERMITTED USES without the advance written consent of RAP prior to implementation.

VIC, at its sole cost and expense, shall:

- a. Provide senior citizen and family caregiver programs and services for adults, including but not limited to exercise, meals, nutrition services, and social services, and other recreational activities, all in accordance with VIC's San Fernando Valley Interfaith Council, Inc. Program Rules, Goals, and Description for Services offered at Northeast

Valley Multipurpose Senior Center (aka Alicia Broadous-Duncan Senior Center) attached hereto and incorporated herein as Exhibit-B.

- b. VIC shall maintain regular communication with RAP staff to ensure VIC's compliance with RAP policies, procedures, and requirements, including local, State, and Federal laws, codes and regulations applicable to VIC's operation at the PREMISES.
  - c. Maintain and Repair PREMISES in accordance with Section 8 (Maintenance and Repair of PREMISES) of this AGREEMENT.
  - d. Operate on the PREMISES only during the specified days and hours listed below in Section 6 of this AGREEMENT.
  - e. Provide sufficient staff necessary to perform the operation of its senior services and programs, including the provision of services as agreed to herein, providing all materials, supplies, equipment, and funds necessary to operate to the reasonable satisfaction of CITY.
  - f. Ensure that staffing of the PREMISES complies with applicable CITY, State, and/or Federal protocols for senior care recreation, and/or maintenance staff, such as, background checks, finger printing, etc, whether the person is an employee or volunteer of VIC.
  - g. Obtain and keep valid any and all operating permits and/or licenses that may be required in connection with its operations, including but not limited to, tax permits, business licenses, health permits, certifications, etc.
  - h. Punctually pay or cause to be paid all financial obligations incurred in connection with VIC's operation and maintenance of the PREMISES. VIC shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with VIC's use of the PREMISES.
  - i. Prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages), which is NOT one of the PERMITTED USES authorized herein, and therefore shall not be permitted to occur on the PREMISES under any circumstances.
  - j. Prohibit any person from living on the PREMISES (i.e. use of PREMISES as a home or living quarters)
  - k. Allow RAP to reserve the right to utilize PREMISES or certain portions thereof, for RAP-sponsored general community activities in accordance with Section 4 above.
  - l. Be responsible for providing for the securing of the PREMISES and providing for the security of VIC's personal property on the PREMISES.
6. **Days and Periods of Use.** VIC shall be entitled to use the PREMISES during the times specified below ("PERMITTED TIMES") to provide senior services and programs, including public programs and services, recreational uses and functions, events, and other agreed upon uses, as follows:

- a. VIC Operation: Monday – Friday, 8:00 a.m. to 4:00 p.m., excluding holidays observed by the City of Los Angeles, with the exception of Thanksgiving Day.

Holidays observed by the City of Los Angeles are: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day (aka Washington's Birthday), Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. However, for purposes of this AGREEMENT and VIC's commitment to providing nutrition services to seniors in need, Thanksgiving Day shall be exempt from this provision with VIC being authorized to use the PREMISES for purposes of receiving catered meals and packaging such meals for distribution to homebound persons on VIC's regular nutrition service routes. The PREMISES however, shall not be open to the public for PROGRAM activities and/or any other purpose(s) whether authorized herein or not.

Further, in accordance with the United States Office of Personnel Management guidelines for federally observed holidays, the City of Los Angeles observed holidays of Cesar Chavez Day, and the Day after Thanksgiving, shall be exempt from this provision and therefore, the PREMISES may remain open during PERMITTED TIMES and VIC shall be authorized to conduct normal PROGRAM activities.

- b. VIC shall be allowed to conduct maintenance and supplemental senior activities between the hours of 5:00 p.m. – 9:00 p.m., but limited to two (2) times per month; and one (1) weekend quarterly, between the hours of 8:00 a.m. - 4:00 p.m. on Saturday, subject to coordination with RAP and not to interfere with RAP activities on the PREMISES. RAP activities shall take precedence over VIC activities during times allocated to RAP. Additional time for maintenance and/or supplemental activities may be granted with prior written request to RAP, provided such requests are submitted to RAP at minimum thirty (30) calendar days in advance of requested activity dates and written approval from RAP is provided within seven (7) calendar days of receiving the request. Unscheduled supplemental senior activities are not Special Events, as set forth in Section 6.c. of this AGREEMENT.
- c. **Special Events:** VIC shall make requests for use of the PREMISES or portion(s) thereof for events and activities other than operations, repair, or maintenance, including any fundraising authorized in Section 11 below, by completing a Building Use Application at least thirty (30) days in advance of the particular activity or event and submitting it to the contact person in Section 24 ("NOTICES"). RAP shall respond to Building Use Applications within fourteen (14) calendar days of RAP's receipt of the Application, and approval of any such Application shall not be unreasonably withheld or delayed.
- d. **VIC shall not permit or sublease any portion of the PREMISES.** Pursuant to Section 4 above, authorization to issue permits to the public, or authorize any third-party use of any portion of the PREMISES, shall remain with RAP, unless otherwise approved in writing by RAP.
- e. VIC shall cooperate with RAP personnel on all matters relative to the conduct of VIC or RAP operations, or any activity, event, and/or special use or fundraiser on the PREMISES, including concerns related to parking, traffic and public and/or participant attendance.

7. **Parking.** During the Term of this Agreement and during PERMITTED TIMES specified above in Section 6. VIC, its staff, and public patrons and/or guests, whether or not involved in VIC activities at the PREMISES, shall have the non-exclusive right without charge to park vehicles within any available parking spaces at the PREMISES on a first-come-first-served basis. Exclusive or designated parking shall not be allowed, unless previously approved in writing by the RAP General Manager or designee.
8. **Maintenance and Repair of PREMISES.** During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, VIC shall perform the functions of maintenance and repair of the PREMISES as described herein:

- a. VIC accepts the PREMISES in its condition at execution of this AGREEMENT, with the understanding that RAP shall perform future carpet and flooring repairs or replacement as determined necessary by RAP for purposes of public safety, in coordination with VIC. RAP agrees to perform such carpet and flooring repairs and/or replacement within three hundred sixty-five (365) days from the date of execution of this AGREEMENT, upon identification of necessary funding.

RAP 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 VIC, if such damage or required repair is/was caused by VIC during PERMITTED TIMES;

- b. To the extent resources are available, RAP may undertake to maintain or repair improvements, fixtures, trade fixtures, roof systems, plumbing, electrical, heating-ventilation-air condition systems, building structure, and/or utility systems in place as of the execution of this AGREEMENT, if originally installed by RAP. VIC 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 VIC to conduct operations, VIC may undertake repairs at no cost to RAP or may suspend operations with Casualty and Condemnation, in accordance with Section 16. RAP will provide no maintenance or repair to improvements, fixtures, exterior walls, trade fixtures, roof systems, plumbing, electrical, heating-ventilation-air condition systems, building structure, and /or utility systems installed by VIC.
- c. VIC, in performing required maintenance and repair of PREMISES, shall provide all staff and materials, supplies, equipment, and funds necessary to perform appropriate and sufficient maintenance and/or repairs to ensure the safety of VIC and the public. All maintenance and/or repair shall be performed to the reasonable satisfaction of CITY and in consultation with CITY's designated representative, or by CITY's written request and/or instruction.

(i) Daily maintenance to be performed by VIC:

- Maintain the interior and exterior of the PREMISES in a clean and sanitary condition removing all visible debris and trash;
- Assist RAP with maintaining pedestrian paths, walkways, parking lot, and other outdoor activity areas clean and sanitary, removing all visible debris and trash during times other than when RAP is present and performing routine exterior maintenance;

- Secure items belonging to VIC at the conclusion of VIC's daily operations, including properly storing all its equipment including chairs and tables;
- d. During the TERM of the AGREEMENT, and notwithstanding any determination of neglect or misuse of the PREMISES by the CITY or VIC during respective times of use, RAP and VIC agree to perform any needed repairs to the PREMISES caused by normal wear and tear, on a pro-rata shared basis, with RAP being responsible for sixty-seven percent (67%), and VIC being responsible for thirty-three percent (33%), of the cost of such repairs, subject to the following:
- (i) VIC shall immediately repair any damages to PREMISES which directly resulted or arose from VIC's PROGRAM on the PREMISES, or that was caused by VIC's restoration, refurbishment, or maintenance of the PREMISES; VIC recognizes that any damage which remains unrepaired may constitute a hazard to public safety;
  - (ii) Any damage to glass, both exterior and interior of the PREMISES, which is caused by VIC's staff, contractors, vendors, service representatives or senior program participants, which occurs during the TERM of the AGREEMENT, shall be promptly repaired or replaced at the sole cost and expense of VIC with glass of the same size, kind, and quality.
  - (iii) To the extent that needed repairs are not made by VIC in accordance with this AGREEMENT, VIC waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.
- e. No offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, shall be permitted or allowed to remain on PREMISES.
9. **Funding.** VIC is the recipient of grant funding from the City of Los Angeles DOA to operate the PROGRAM at the PREMISES. Such grant funding awarded by the DOA shall be exempt from this provision, and the use of such grant funding by VIC shall adhere to DOA's grant guidelines and requirements. All other funds, including, grants, donations, or any other funds received by VIC in connection with the PROGRAM or other matters and activities covered by this AGREEMENT, or generated from programs or activities conducted on the PREMISES, shall be applied exclusively to the operation and maintenance of the PREMISES, including but not limited to, the delivery and management of the PROGRAM at the PREMISES, and will be strictly accounted for as provided herein. Such funds shall be separately recorded, and/or accounted for in the financial books and records of VIC. If for any reason VIC fails to secure funding to carry out its obligations and commitments under this AGREEMENT, CITY may and can terminate this AGREEMENT pursuant to Section 2 herein. VIC may charge its patrons nominal fees or no fees for programs, services, and/or activities offered by VIC on the PREMISES. Any nominal fees charged shall be in an amount comparable to those fees charged by other organizations offering similar programs, services, and/or activities in the community. VIC may also charge reasonable admission fees for special events in an amount comparable to admission fees charged for similar events in the community.

**10. Fundraising.** VIC may hold fundraising events on the PREMISES, but must obtain prior written approval from RAP for each fundraising event no fewer than thirty (30) calendar days prior to the scheduled activity in accordance with the procedure in Section 6.c. above. VIC may have no more than eight (8) fundraising events per year on the PREMISES, with a maximum of two (2) fundraising events per quarter. Fundraising activities and events held off the PREMISES shall not be limited or require RAP approval. All monies raised from fundraising conducted at the PREMISES must be used only in support of the PROGRAM and activities authorized under this AGREEMENT. Within thirty (30) calendar days of each fundraising event held at the PREMISES, VIC shall provide a written balance statement for the event that details expenses and revenues, including net funds raised from the fundraising event. Fundraising activities and/or events held at the PREMISES shall not include the distribution and/or consumption of alcoholic beverages in accordance with Section 5j. of this AGREEMENT.

**11. Consideration** Pursuant to the terms and conditions of this AGREEMENT, the consideration for this AGREEMENT in exchange for VIC's use of the PREMISES, shall be the provision of senior services and programs for the benefit of the general public at no cost to the CITY, including but not limited to, VIC's maintenance and/or repair of the PREMISES. CITY shall have no responsibility for payment of any charges related to the provision of the PROGRAM by VIC at the PREMISES. Additionally, VIC's use of the PREMISES shall be subject to applicable BOARD approved cost recovery reimbursement fees, as described below.

a. **Cost Recovery Reimbursement Fee.** During the TERM of the AGREEMENT, VIC shall pay a Cost Recovery Reimbursement Fee ("CRRF") to RAP for costs incurred by RAP, which are associated with VIC's use of the PREMISES and not paid directly to respective service providers, as further described below. The total annual CRRF is Six Thousand, Three Hundred Dollars (\$6,300.00), to be paid by VIC to RAP between July 1st and July 15th of each current year. PARTIES may discuss and agree that the annual CRRF may be paid incrementally, whether bi-annually in the amount of Three Thousand, One Hundred Fifty dollars (\$3,150.00) due by July 10<sup>th</sup> and January 10<sup>th</sup>; quarterly in the amount of One Thousand, Five Hundred Seventy-Five Dollars (\$1,575.00) due by the 10<sup>th</sup> of July, October, January, and April; or monthly in the amount of Five Hundred Seventy-Five Dollars (\$525.00) due by the 10<sup>th</sup> of each month. The amount may be subject to change with advance written notice from RAP to VIC no less than sixty (60) calendar days. A breakdown of the total CRRF is provided below in each CRRF category. The following is an itemization of each CRRF category with corresponding individual fees which together sum to the total CRRF amount above.

b. **Utilities.** Pursuant to RAP policy regarding utility payments for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the BOARD on July 13, 2011 (Report No. 11-202), the cost of utility services used by VIC's operations at the PREMISES (electricity, water, gas) shall be the sole responsibility of VIC. Such utility expenses shall be reimbursed to RAP by VIC through CRRF payments described above. The annual CRRF for Utility services is Four Thousand, Thirty-Five Dollars (\$4,035.00) or monthly amount of Three Hundred Thirty-Six Dollars and Twenty-Five Cents (\$336.25), which is included in the total annual CRRF amount in paragraph 11(a) above.

c. **Trash and solid waste disposal.** Pursuant to RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit

organizations and other collaborations, approved by the BOARD on February 1, 2012 (Report No. 12-028), removal of waste, trash and recyclables related to VIC's operations at the PREMISES shall be at the sole expense of the organization. Waste disposal services may be either obtained by VIC through services provided by a non-CITY provider with related expenses paid directly to such service provider, or through CITY provided waste management services, with such expenses recovered by RAP through CRRF reimbursements. The annual CRRF for trash and solid waste disposal is Eight Hundred Seventy Dollars (\$870.00) or monthly amount of Seventy-Two Dollars and Fifty Cents (\$72.50), which is included in the total annual CRRF amount in paragraph 11(a) above.

- d. **Staff Impact.** Pursuant to RAP policy regarding Staff Impacts, related to the impact on RAP staff by non-profit organization's activities and operations on park property, approved by the BOARD on July 19, 2012 (Report 12-217), VIC shall pay RAP an annual Staff Impact Fee in the amount of One Thousand, Three Hundred Ninety-Five Dollars (\$1,395.00) or monthly amount of One Hundred Sixteen Dollars and Twenty-five Cents (\$116.25), which is included in the total annual CRRF amount in paragraph 11(a) above.
- e. **Telephone and data lines.** VIC shall be responsible for the cost of telephone and data lines utilized on the PREMISES, and shall pay the service provider directly for such services. CITY shall bear no costs in regards to the telephone and data lines used by VIC on the PREMISES.
- d. **Cost Recovery Reimbursement Fee Payments.** Payment of Cost Recovery Reimbursement Fees shall be by check, money order, or cashier check made payable to "City of Los Angeles Department of Recreation and Parks." VIC is wholly responsible for timely payment of CRRF regardless of written notification, which is not required. Payments are to be mailed to:

City of Los Angeles Department of Recreation and Parks  
Attn: Partnership Division  
221 N. Figueroa St., Suite 180  
Mail Stop 628-9  
Los Angeles, California 90012

**12. 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. VIC shall provide CITY detailed information and specifications for review and written approval by RAP, 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 VIC.

**13. Capital Project Proposal.** When proposing a project involving any alterations, additional improvements, and/or replacements to the PREMISES, VIC 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, VIC will be authorized to perform any required preliminary work or site assessments, either through a Right-of-Entry permit if required, or the CITY's authority and/or this AGREEMENT.
- c. Depending on the scope of work and magnitude of the proposed project, VIC may be assessed an administrative fee to be determined by RAP, for project review and all services provided by CITY staff. Such fee shall be paid to the "City of Los Angeles Department of Recreation and Parks" and shall have been paid in full prior to CITY conceptual approval of the proposed 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, VIC 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/or 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, if required.
- g. VIC 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. VIC shall submit approved plans and specifications for final approval to:

Assistant General Manager, Planning, Maintenance, and Construction Branch,  
City of Los Angeles Department of Recreation and Parks,  
221 N. Figueroa Street, Suite 400  
Los Angeles, CA 90012
- i. Upon receipt of final approval, commence construction in coordination with CITY staff.

**14. Insurance.** Before execution of this AGREEMENT, and periodically as required during its TERM, VIC shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. VIC or any third party providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agencies and employees as an additional insured for all required coverages, as applicable. VIC will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to CITY's Risk Manager and shall include the types and minimum limits set forth in Exhibit-D attached hereto and incorporated herein by reference. VIC shall maintain "all risk" insurance to protect PARTIES "as loss payees as their interests may appear" against loss or damage

to the improvements on the PREMISES, including from perils such as fire, vandalism and malicious mischief.

- a. VIC 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 VIC sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to VIC.
  - b. If any of the required insurance contains aggregate limits or applies to other operations of VIC outside of this AGREEMENT, VIC shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in VIC's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. VIC 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, VIC 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 VIC.
  - f. VIC's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate the AGREEMENT or, at its discretion, pay to procure or renew such insurance to protect CITY's interest; VIC agrees to reimburse CITY for all money so paid.
  - g. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of VIC's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.
15. **Indemnification.** Except for the willful or gross negligence of the CITY, VIC agrees to defend, indemnify and hold the other harmless from all loss, expense or liability for injury or death to persons and for damage, actual or alleged, to tangible property arising out of or resulting from the acts or omissions of VIC, or any other person subject to supervision or control by VIC, in the performance of this AGREEMENT.

PARTIES shall require all individuals and organizations providing programs or services within the PREMISES, or using the PREMISES under a RAP approved SUB-AGREEMENT, shall be required to abide by all conditions set forth in this AGREEMENT, as applicable to the third-party provision of programs, services, or use of the PREMISES.

In the event of third-party loss caused by the negligence, wrongful act or omission of more than one PARTY, each PARTY hereto shall bear financial responsibility in proportion to its

percentage of fault as may be mutually agreed between them or may be judicially determined.

**16. Casualty and Condemnation.** VIC shall be excused from its obligations under this AGREEMENT with respect to operation, maintenance or repair of any portion of the PREMISES or improvement thereon damaged by casualty or taken by condemnation until such portion or improvement is restored to VIC's use. CITY shall not be obligated to restore PREMISES damaged by casualty in whole or in part.

**17. Hazardous Substances.** PARTIES agree that PREMISES shall be used in a manner consistent with its intended senior services program purposes and within the scope of use set forth above. VIC shall use 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 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 VIC to any governmental agency or third party under applicable statute.

**18. Publicity.** PARTIES agree to cooperate and notify each other with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this AGREEMENT, the shared-use or joint-promotion of the PREMISES, or construction of any improvements at the PREMISES, except as may be legally required by applicable laws, regulations, or judicial order. Further, any press release, public announcement, marketing materials, or brochures related to any joint-operated or joint-sponsored events or activities at the PREMISES, prepared by either RAP or VIC, shall appropriately acknowledge the contributions of both PARTIES. All press releases, public announcements, and marketing materials relative to any Quimby funded property acquired for park purposes shall explicitly acknowledge the use of Quimby funds as a source of funding. To the extent stipulated in any grant agreement, the PARTIES 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 at their discretion. Further, PARTIES shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both PARTIES; including elected officials and public officials at their discretion. Similarly, any document, written report, or brochure prepared by either CITY or VIC, in whole or in part pursuant the installation of physical improvements, shall contain acknowledgements required under any associated grant agreement.

VIC agrees that any public release or distribution of information prepared by VIC and related to any joint-operated or joint-sponsored project, program, event, or activity between PARTIES, or related to this AGREEMENT, shall include the following statement at the beginning or introduction of such release, subject to the prior approval of RAP:

"In collaboration with the City of Los Angeles Department of Recreation and Parks"

**19. Signage.** No signs or banners of any kind will be displayed unless previously approved in writing by the RAP, and/or the BOARD when required. RAP may require removal or refurbishment, at VIC's expense, of any sign previously approved by RAP and installed by

VIC. On signage at the PREMISES, and subject to RAP approval, VIC shall provide the following credit, or as proportions of signage allow similar credit:

“In collaboration with the City of Los Angeles Department of Recreation and Parks”

**20. 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 PREMISES shall be subject to approval by RAP and the Film Office. All fees for use of park property by film production companies, including 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. If PREMISES is used as a film location, PARTIES agree that, apart from the aforementioned permit fees, any revenue VIC receives from the use of PREMISES as a film location be reported to and shared equally with RAP.

**21. Breach or Default.** The following occurrences constitute events of breach or default of this AGREEMENT:

- a. VIC materially fails in the performance of any provision or condition of this AGREEMENT, such as but not limited to, failure to maintain required insurance coverage, failure to comply with applicable legal requirements, failure to pay assessed fees or utility charges, or failure to fulfill the obligation to operate the PROGRAM, or maintain and repair the PREMISES as specified herein. VIC's attempt to assign rights or obligations under this AGREEMENT without CITY's prior written consent shall also constitute an event of breach or default.
- b. CITY materially fails in the performance of any of its duties or obligations under this AGREEMENT.

**22. Breach or Default Remedies.** Upon the occurrence of one or more events of breach or default by either PARTY, the non-breaching PARTY may, at its election and without waiving any right to select any other remedy provided in this Section or elsewhere in this AGREEMENT, initiate any of the following as it pertains to respectively to VIC and CITY:

- a. Notice to Cure Breach or Default by CITY to VIC. CITY may issue a written notice of breach or default to VIC, and if VIC does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may, by delivering a second written notice to VIC, terminate this AGREEMENT without further delay, whereupon VIC shall vacate the PREMISES within sixty (60) calendar days. If more than thirty (30) days are required to cure said breach or default, VIC will not be deemed in default if VIC promptly initiates the cure after receiving notice and diligently prosecutes the cure to completion. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.
- b. CITY's Right to Cure. CITY at its sole discretion and with no obligation to do so, subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing breach or material default by VIC, perform or cause to be performed any of VIC's unperformed obligations under this AGREEMENT. CITY may enter the PREMISES and remain there for the purpose of correcting or remedying the continuing breach or default. Such action by CITY shall not be deemed to waive or

release said breach or any default or CITY's right to take further, preventative action and the failure of VIC to cure such breach or default in a timely manner.

- c. Notice to Cure Breach or Default by VIC to CITY. VIC may issue a written notice of breach or default to CITY, and if CITY does not cure said breach or default within thirty (30) calendar days of receipt of said notice, VIC may, by delivering a second written notice to CITY, terminate this AGREEMENT without further delay. If more than thirty (30) days are required to cure said breach or default, CITY will not be deemed in default if CITY promptly initiates the cure after receiving notice and diligently prosecutes the cure to completion. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.

**23. Notices.** Any notice, request for consent, or statement ("NOTICE"), that CITY or VIC 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 CITY or VIC 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 CITY: Partnership Division  
City of Los Angeles Department of Recreation and Parks  
221 N. Figueroa St., Mail Stop 628-9  
Los Angeles, California 90012  
Tel.: (213) 202-5600; fax: (213) 202-2614

With a copy to: Valley Region Headquarters  
City of Los Angeles Department of Recreation and Parks  
6335 Woodley Avenue, Mail Stop 641  
Van Nuys, CA 91406  
Tel.: (818) 756-8060; fax: (818) 908-9716

If to VIC: San Fernando Valley Interfaith Council, Inc.  
c/o Ms. Beverly Ventriss  
President and CEO  
13300 Victory Blvd., #354  
Van Nuys, CA 91401  
Tel.: (818) 880-4842; fax: (818) 880-6011

**24. Representations and Warranties.** PARTIES 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 PARTIES, enforceable in accordance with its terms and conditions.

**25. 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. VIC shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no

circumstances will VIC 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 VIC the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

- 26. 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. PARTIES are independent contractors and this AGREEMENT is not intended to be nor shall it be construed as a joint venture, association, partnership, or other form of a business organization or agency relationship.
- 27. Approval of Sub-Leases or Sub-Agreements.** Any operation, services, or activity conducted on the PREMISES on behalf of VIC by a third party, including but not limited to the sale of food and/or beverages or other items not directly associated with the PROGRAM, shall be subject to prior written approval by the RAP General Manager or designee. Additionally, any proposed concession or other sub-lease, sub-agreement, rental, or permit (collectively "SUB-AGREEMENT") affecting the PREMISES shall be filed with the RAP General Manager or designee for review and written approval prior to the date of proposed use of the PREMISES, in accordance with standard RAP permitting protocols. VIC is not authorized to issue third-party permits or grant other forms of authorization for use of the PREMISES by third parties. No SUB-AGREEMENT shall take effect unless approved in writing by the RAP General Manager or designee.
- 28. Merchandise.** No merchandise shall be sold by VIC without the prior written consent and approval of RAP. With the execution of this AGREEMENT, VIC shall be authorized to operate a second-hand clothing boutique ("Boutique") within guidelines and adhering to all applicable requirements within VIC's Federal and State nonprofit status. For purposes of this AGREEMENT, Boutique activities shall be considered a component of VIC's fundraising activities, but not included as a fundraising event under Section 9 of this AGREEMENT. VIC shall include the amount of revenue generated by the Boutique in their annual financial reporting to RAP required herein under Section 3.b. above. VIC may provide RAP with a schedule of regular, future sale activities in advance to facilitate the approval process. Any unscheduled sale activity shall be prohibited without prior approval by RAP.
- 29. Safety Practices.** VIC, in regards to the operation of the PROGRAM and maintenance of the PREMISES as described herein, shall correct violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents or deaths occurring on the PREMISES. In the event of death or serious injury (requiring an emergency room hospital visit), VIC must notify the Recreation and Parks Contact specified in Section 30 as soon as possible but no later than twenty-four (24) hours after the incident. Notice of non-serious injuries occurring on the PREMISES shall be provided to the Recreation and Parks Contact specified in Section 30 within seventy-two (72) hours. VIC shall keep internal documentation of the incident and provide RAP with such information upon request.

If after reasonable notice from RAP to VIC regarding identified hazardous conditions or violations of safety practices, VIC fails to correct such hazardous conditions or unsafe practices, which have led or, in the reasonable opinion of RAP, could lead to injury or death, RAP may, at its option, and in addition to all other remedies (including termination of this AGREEMENT) which may be available to it, take the necessary action to remedy that condition and recover the cost thereof, including administrative overhead, to be paid by VIC to CITY.

**30. Valley Region Recreation and Parks Contacts.**

RAP Staff for the PREMISES may be contacted at the following number(s):

Valley Region Maintenance: (818) 756-8060

Valley Region Recreation Services: (818) 756-9404

**31. Taxes and Possessory Interest.** VIC shall pay all taxes of whatever character that may be levied or charged upon the rights of VIC to use the PREMISES, or upon VIC's improvements, fixtures, equipment, or other property thereon or upon VIC's operations hereunder. In addition, by executing the 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. VIC, 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.

**32. Ordinances and Standard Provisions.** The "Standard Provisions for Contracts (Rev. 3/09)" 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. 3/09)" and this AGREEMENT, the language of this AGREEMENT shall prevail. VIC and CONTRACTOR have the same meaning for purposes of the "Standard Provisions for City Contracts (Rev. 3/09)." In addition, VIC will provide documentation of compliance with all required Ordinance Provisions as determined by CITY.

**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 Map

Exhibit B: San Fernando Valley Interfaith Council, Inc. Program Rules, Goals, Description for Services offered at the Northeast Valley Multipurpose Senior Center (aka Alicia Broadous-Duncan Senior Center)

Exhibit C: Sample Performance Evaluation Form

Exhibit D: Insurance Requirements

Exhibit E: Standard Provisions for City Contracts (Rev. 3/09)

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 B; 4) Exhibit E; 5) Exhibit D; 6) Exhibit C.

**[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

SAN FERNANDO VALLEY INTERFAITH COUNCIL, INC., a 501(c)(3) California non-profit corporation

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

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

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

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

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

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

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

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

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

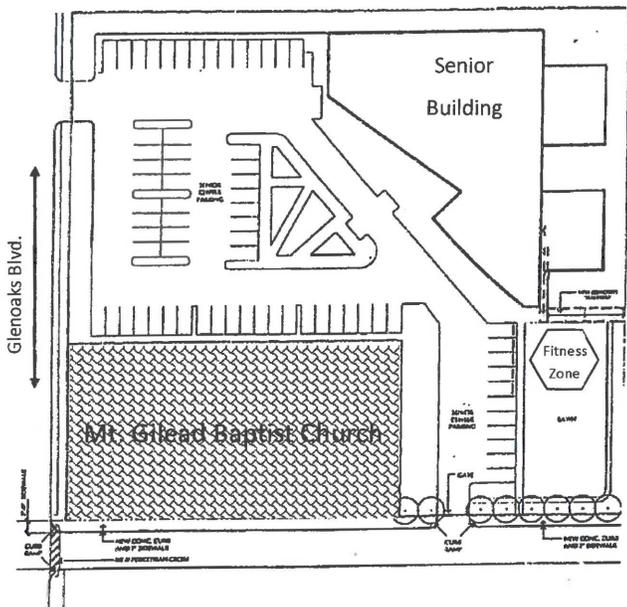
By: \_\_\_\_\_  
Deputy City Attorney

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

**EXHIBIT - A**

**SITE MAP**

Pursuant to Section 1 of this AGREEMENT, the PREMISES commonly referred to as the Northeast Valley (Alicia Broadous-Duncan) Multipurpose Senior Center is located at 11300 Glenoaks Boulevard, Pacoima, CA 91331. The PREMISES is comprised of a 25,400 sq. ft. stand-alone building with offices, a community room, and ancillary building improvements. The exterior of the PREMISES includes an outdoor fitness zone and a 73-space parking lot. The building is on property consisting of 2.07 acres delineated within the red lines below.



**EXHIBIT- B**

**San Fernando Valley Interfaith Council, Inc. Program Rules, Goals, Description of Services offered at Alicia Broadous-Duncan Senior Center**

**Program Rules:** Whereas, Alicia Broadous-Duncan Senior Center (Broadous) operates under the San Fernando Valley Interfaith Council, Inc. (VIC) umbrella; Broadous complies with the City of Los Angeles Department of Aging guidelines established in the contract for this site.

**Goals:** Broadous-Duncan goals match those set by VIC in the Mission Statement, Values and Vision; which are: Mission Statement: To create positive change within communities of the Greater San Fernando Valley as we serve, support and engage others through unity and faith in action. Our Core Values: Care. Compassion. Commitment. Service. Advocacy. Respect. Inclusiveness. Social Justice. Interfaith Cooperation. Our Vision: In collaboration with others, develop human and social services that nurture the lives and well-being of all people. Develop relationships and grow partnerships with constituents and key community, government, media and corporate stakeholders to effectively leverage resources to advance our mission. Promote fairness, dialogue, understanding, and respect among diverse individuals and faith communities of the Greater San Fernando Valley. Advocate for social justice among the people and communities of the Greater San Fernando Valley. Evaluate openly and frequently the consistency of all our activities with our mission. Strategically create, develop and implement a plan of action that continues to engage others and accomplishes beneficial change in our communities.

**Description of Services:** Broadous offers the following services and programs to help seniors remain healthy, active and independent, including community and home-based services, care management, as well as recreational and educational activities to enhance seniors overall well-being. **NUTRITION SERVICES:** Community Lunch Program, Meals to the Homebound, Meals On Wheels, Grocery Shopping Program. **SOCIAL SERVICE PROGRAMS:** Case Management, In-Home Services, Senior Transportation Program, Information and Referral Assistance. **HEALTH AND EDUCATION CLASSES:** Medicare Counseling, Personal and Caregiver Health Management Classes, Various Senior Exercise Classes, including, Evidence-Based Exercise Classes and Workshops. **EDUCATIONAL OPPORTUNITIES:** Computer Classes. **RECREATIONAL – SOCIAL ACTIVITIES:** Planned Day Trips, Organized Board Games, Discussion Groups, Knitting, Crocheting, Art Classes, Dance Classes, Holiday Parties and Celebrations.

**EXHIBIT - C**

**Sample Performance Evaluation Form**

**City of Los Angeles Department of Recreation and Parks  
PARTNERSHIP DIVISION**



**PERFORMANCE REVIEW**  
(Rev. February 2017)

<b>ORGANIZATION</b>	
<b>PROJECT/PROGRAM TITLE</b>	<b>ONE-TIME or ROE</b> <input type="checkbox"/>
	<b>ANNUAL</b> <input type="checkbox"/>
<b>DEPARTMENT FACILITY(IES)/ADDRESS &amp; PHONE NUMBER</b>	
<b>CONTRACT NUMBER</b>	<b>CONTRACT EXPIRATION DATE</b>
<b>ORGANIZATION TYPE</b> <input type="checkbox"/> 501(c)(3) <input type="checkbox"/> Government <input type="checkbox"/> Sports Group <input type="checkbox"/> Community Group other than 501(c)(3) <input type="checkbox"/> For-Profit <input type="checkbox"/> Other	
<b>AGREEMENT TYPE</b> <input type="checkbox"/> ROE <input type="checkbox"/> Exclusive <input type="checkbox"/> Shared <input type="checkbox"/> Gift/Capital <input type="checkbox"/> Gift/Funding <input type="checkbox"/> MOU/MOA <input type="checkbox"/> Joint Use <input type="checkbox"/> Other	
<b>DATE &amp; TIME OF INSPECTION</b>	<b>REVIEW PERIOD COVERED</b>
<b>NUMBER OF PARTICIPANTS PRESENT ON DATE OF INSPECTION</b>	<b>NUMBER OF VOLUNTEERS/STAFF PRESENT ON DATE OF INSPECTION</b>
<b>NUMBER OF PARTICIPANTS REGISTERED AT THIS TIME (OR HOW MANY ARE SERVED)</b>	<b>NUMBER OF VOLUNTEERS/STAFF EMPLOYED AT THIS TIME</b>
<b>NAME, TITLE, AND EMAIL ADDRESS OF SITE CONTACT</b>	
<u>Describe activities at time of inspection</u>	

	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
<b>PROGRAM</b>	<input type="checkbox"/>				
Collaboration enhances recreational opportunities (no duplication)					
Based on inspection or oral/written feedback, participants are					

enjoying/engaged in program					
Participation appears to include a reasonable proportion from the local community and inclusion of special needs participants (based on inspection or RAP staff comments)					
Instructors, leaders, staff, and/or volunteers are specialized, licensed, experienced, and/or have an appropriate level of education					
Instructors, leaders, staff, and/or volunteers are professional, polite, and prepared					
	<b>Unsatisfactory</b>	<b>Improvement Needed</b>	<b>Meets Standards</b>	<b>Exceeds Standard</b>	<b>Outstanding</b>
<b>FINANCIAL</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cost of the program is free, low cost, or similar to programs in the same community and consistent with agreement (list fees/rates)					
Organization's annual budget is provided and is sufficiently funded for commitment (attach)					
Organization pays cost recovery fees on-time and according to requirements (attach payment summary)					
Value to Department (list total expenses from 990 & attach)					
	<b>Unsatisfactory</b>	<b>Improvement Needed</b>	<b>Meets Standards</b>	<b>Exceeds Standard</b>	<b>Outstanding</b>
<b>OUTREACH</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Number of current participants reaches or exceeds target of agreement; list the target number of participants in the agreement					
Is there a current waiting list? How many people are on it? Is there a fee?					

(attach a copy of the list and list the fee amount, if any)													
If space is available, what efforts did the organization make to recruit new participants during this review period?													
Organization provided demographic information and analysis (attach)													
Organization performed and provided annual surveys of participants or parents of participants about program (attach)													
Marketing material (attach) and any signs on site include "In collaboration with the City of Los Angeles, Department of Recreation & Parks" and the Department logo													
Organization's web site links to the RAP web site (list website address if applicable)													
Department has approved all marketing materials													
	<table border="1"> <thead> <tr> <th style="width: 20%;"></th> <th style="width: 15%;">Unsatisfactory</th> <th style="width: 15%;">Improvement Needed</th> <th style="width: 15%;">Meets Standards</th> <th style="width: 15%;">Exceeds Standard</th> <th style="width: 15%;">Outstanding</th> </tr> </thead> <tbody> <tr> <td><b>SAFETY COMPLIANCE</b></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </tbody> </table>		Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding	<b>SAFETY COMPLIANCE</b>	<input type="checkbox"/>				
	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding								
<b>SAFETY COMPLIANCE</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>								
Employees and volunteers of program are fingerprinted and written verification is provided													
Current liability insurance that includes the City of Los Angeles, Department of Recreation and Parks as determined by City Risk Manager (attach printouts)	CA#:  Expiration Date:												
Adequate program staff to provide proper supervision and safety (list ratio of staff to participants)													
All equipment and instructional supplies adhere to Department safety specifications and requirements													

Maintains designated areas in a clean and orderly condition					
	<b>Unsatisfactory</b>	<b>Improvement Needed</b>	<b>Meets Standards</b>	<b>Exceeds Standard</b>	<b>Outstanding</b>
<b>ORGANIZATION COMPLIANCE</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maintains good communication and a professional relationship with the Department					
Provides required written reports including Annual Report (attach)	Date Due:				
	Date Received:				
Annual report data about the program is consistent with agreement terms including fees charged to participants					
Compliance with all terms of the agreement (days & hours of operation, parking, fees, approved use of space, participants, etc.)					
Organization is in good legal standing: check Sec. of State website and (if applicable) proof of 501(c)(3) status (attach printouts)					
Is sub-leasing of the space occurring?					
Does Department have control over property usage during non-designated times (if applicable)					
Public Complaints resolved (attach, if any)					
Compliance Resolutions completed satisfactorily (attach, if any)					
List any small scale improvements planned, in progress, or completed (i.e. painting, changes to landscaping, etc.) Were the improvements approved by the Dept.? (if applicable, list date and name of approver)					

Capital improvement projects are in conformance with City Standards and in coordination with the Department, and Bureau of Engineering (if applicable, list projects planned, in progress, or completed)	
--	--

OVERALL EVALUATION	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
	<input type="checkbox"/>				

**PARTICIPANTS (OR PARENTS) - Comments / Complaints / Complements**

**SITE STAFF OR VOLUNTEERS - Comments / Issues/Requests**

**RAP STAFF (Recreation, Maintenance, Construction, Other)**  
**Additional Comments / Complaints / Complements (attach any Compliance Resolution forms)**  
*Include any comments on how Partner is reaching out to community, and how well participation reflects community.*

**ADDITIONAL COMMENTS / RESULTS / RECOMMENDATIONS**

<b>NAME AND TITLE OF EVALUATOR</b>	
<b>SIGNATURE OF EVALUATOR</b>	<b>DATE</b>
<b>NAME AND TITLE OF REVIEWER</b>	
<b>SIGNATURE OF REVIEWER</b>	<b>DATE</b>

**ATTACHMENTS**

Participant Progress Stats    Annual Budget    Payment Summary    990/Expenses    Demographic Analysis

Annual Surveys    Flyers and PR Materials    Insurance Status    Annual Report    Legal/501c3 Status

Public Comments/Complaints    Compliance Resolution Forms    Photos    Program Forms  
 Other\_\_\_\_\_

**Please sign below and return entire form within one week to acknowledge receipt of this performance review.**

<b>PRINT NAME AND TITLE OF SITE CONTACT</b>	
<b>SIGNATURE OF SITE CONTACT</b>	<b>DATE</b>

**EXHIBIT- D  
INSURANCE REQUIREMENTS**

Form Gen 146 (Rev. 3/09)

**Required Insurance and Minimum Limits**

Name: San Fernando Valley Interfaith Council, Inc.

Date: 05/31/2017

Agreement/Reference: Operation and maintenance of the Pacoima (Broadus-Duncan) Multi-Purpose Center for Senior Citizen Programs and Services  
 Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits				
<input checked="" type="checkbox"/> <b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</b>	<table border="0"> <tr> <td>WC</td> <td align="right"><u>Statutory</u></td> </tr> <tr> <td>EL</td> <td align="right"><u>\$1,000,000</u></td> </tr> </table>	WC	<u>Statutory</u>	EL	<u>\$1,000,000</u>
WC	<u>Statutory</u>				
EL	<u>\$1,000,000</u>				
<input type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act					
<input checked="" type="checkbox"/> <b>General Liability</b>	<u>\$1,000,000</u>				
<input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Sexual Misconduct <input checked="" type="checkbox"/> Fire Legal Liability <input type="checkbox"/>					
<input checked="" type="checkbox"/> <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	<u>\$1,000,000</u>				
<input type="checkbox"/> <b>Professional Liability</b> (Errors and Omissions)					
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>					
<input checked="" type="checkbox"/> <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)					
<input checked="" type="checkbox"/> All Risk Coverage <input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Flood <input type="checkbox"/> Builder's Risk <input type="checkbox"/> Earthquake <input type="checkbox"/>					
<input type="checkbox"/> <b>Pollution Liability</b>					
<input type="checkbox"/> <b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b>	100% of the contract price				
<input checked="" type="checkbox"/> <b>Crime Insurance</b>	<u>\$100,000</u>				

Other: General Notes:  
 1) If a contractor has no employees and decides not to cover himself/herself 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>  
 2) 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.

Form Gen. 133 (Rev. 05/12)

## CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION  
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

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

1. **Agreement/Reference.** All evidence of insurance must identify the nature of your business with the CITY. Clearly show any assigned number of a bid, contract, lease, permit, etc. or give the project name and the job site or street address to ensure that your submission will be properly credited. Provide the **types of coverage and minimum dollar amounts** specified on the Required Insurance and Minimum Limits sheet (Form Gen. 146) included in your CITY documents.
2. **When to submit.** Normally no work may begin until a CITY insurance certificate approval number ("CA number") has been obtained, so insurance documents should be submitted as early as practicable. For **As-needed Contracts**, insurance need not be submitted until a specific job has been awarded. **Design Professionals** coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.
3. **Acceptable Evidence and Approval.** Electronic submission is the preferred method of submitting your documents. **Track4LA™** is the CITY's online insurance compliance system and is designed to make the experience of submitting and retrieving insurance information quick and easy. The system is designed to be used primarily by insurance brokers and agents as they submit client insurance certificates directly to the City. It uses the standard insurance industry form known as the **ACORD 25 Certificate of Liability Insurance** in electronic format – the CITY is a licensed redistributor of ACORD forms. Track4LA™ advantages include standardized, universally accepted forms, paperless approval transactions (24 hours, 7 days per week), and security checks and balances. The easiest and quickest way to obtain approval of your insurance is to have your insurance broker or agent access **Track4LA™** at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

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

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

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

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

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

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

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

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

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

**EXHIBIT- E**  
**Standard Provisions for City Contracts**

[Attached as a Separate Document]

Northeast Valley Multipurpose Senior Center

SITE MAP

Pursuant to Section 1 of this AGREEMENT, the PREMISES commonly referred to as the Northeast Valley (Alicia Broadous-Duncan) Multipurpose Senior Center is located at 11300 Glenoaks Boulevard, Pacoima, CA 91331. The PREMISES is comprised of a 25,400 sq. ft. stand-alone building with offices, a community room, and ancillary building improvements. The exterior of the PREMISES includes an outdoor fitness zone and a 73-space parking lot. The building is on property consisting of 2.07 acres delineated within the red lines below.

