

APPROVED

MAR 06 2019

BOARD REPORT

BOARD OF RECREATION
AND PARK COMMISSIONERS

NO. 19-045

DATE: March 6, 2019

C.D. Various

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: YOUTH SPORTS PROGRAM VOLUNTEERS - MEMORANDUM OF AGREEMENT WITH COACHING CORPS TO TRAIN AND PROVIDE VOLUNTEER COACHES TO BE PLACED AT VARIOUS PARK SITES

AP Díaz	_____	V. Israel	_____
R. Barajas	_____	S. Pina-Cortez	_____
H. Fujita	_____	* N. Williams	<u>NDW</u>



 General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve a proposed Memorandum of Agreement (MOA) between the Department of Recreation and Parks (RAP) and Coaching Corps, to provide trained volunteer coaches for sports leagues and programming at various RAP operated recreation centers;
2. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed MOA, to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series) and concurrently to the City Attorney for review as to form; and,
3. Authorize the Board President and Secretary to execute the MOA upon receipt of the necessary approvals.

SUMMARY:

Coaching Corps is a California 501(c)(3) non-profit corporation that recruits and trains volunteer coaches for participation in youth sports programs operated by nonprofit organizations, schools, and municipalities during after-school hours and weekends. Youth coaches trained by coaching corps help to bridge the gap between youth sports programs during non-school hours and days that are in need of committed, trained coaches and volunteers who wish to help communities while gaining leadership skills and mentoring youth through athletics. Coaching Corps' mission is, "To ensure that all kids get to reap the benefits of playing sports with a trained, caring coach." This is achieved through their 14,000 coaches serving 150,000 youth in youth sports programs participating in organized sports programs provided by over 500 of their partner organizations and agencies across the United States.

RAP conducts various sports programs and leagues during after-school and evening hours, and/or weekends for youth who participate in RAP sports programs at recreation centers throughout the City of Los Angeles. RAP recognizes the need to provide quality coaches, so

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having qualified, available volunteers enables RAP to offer affordable recreational, physical and cultural opportunities for all Los Angeles residents. Coaching Corps coaches assist RAP under the oversight of paid staff to ensure communities receive an excellent value and quality activities. RAP has been successfully working with Coaching Corps for several years.

Maintaining this mutually beneficial relationship provides RAP with much needed additional resources. The prior MOA with Coaching Corps was for a three (3) year term that expired on October 6, 2018. The MOA expired during time that Coaching Corps and RAP were discussing the terms of a new MOA to determine if any changes or corrections would be needed. One of the changes included a new responsibility for Coaching Corps to provide a performance report annually. This will allow RAP to monitor the success of the program and value of the partnership. The proposed MOA before the Board today serves the same purpose as the prior, to establish the respective roles and responsibilities of Coaching Corps and RAP Recreation Services staff.

Coaching Corps' primary responsibility is to recruit volunteers from colleges in and around the City of Los Angeles and in the vicinity of local recreation centers, train them as youth coaches and mentors, then integrate those coaches into RAP operated youth sports programs. Recreation Services staff will continue to be responsible for ensuring that all volunteers are fingerprinted and cleared through the RAP Volunteers Program in coordination with the Human Resources Division, before any volunteer coach is placed at a center and performs any coaching assignment. Recreation Services staff also assign such volunteers to appropriate teams and supervise them throughout each sports season. As a result of RAP's past success in working with Coaching Corps, Recreation Services staff support continuing the relationship through similar terms and conditions included in the prior MOA, but now under a new five (5) year MOA with an option to extend the term for an additional five (5) years at the discretion of RAP's General Manager or designee. With the Board's approval of the proposed MOA, RAP and Coaching Corps will be allowed to continue this successful relationship for many years to come, providing a much needed benefit for not only the youth participating in RAP sports programs, but also for the future of our local communities as a whole.

FISCAL IMPACT STATEMENT:

The Board's approval of the proposed MOA will have no negative impact to RAP's General Fund, as the in-kind services and benefits provided to RAP and local youth, involve no monetary exchange between RAP and Coaching Corps, and are provided at no cost to RAP.

This report was prepared by Joel Alvarez, Senior Management Analyst II, and Edneisha Lee, Management Assistant, Partnership Section.

LIST OF ATTACHMENT(S)

1. Proposed Memorandum of Agreement

**MEMORANDUM OF AGREEMENT
BETWEEN CITY OF LOS ANGELES
AND
COACHING CORPS
FOR THE PROVISION OF VOLUNTEER SERVICES**

This MEMORANDUM OF AGREEMENT (“MOA” or “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 Board of Recreation and Park Commissioners (“RAP”), and Coaching Corps, a California 501(c)(3) non-profit corporation (referred to herein as “COACHING CORPS” or “ORGANIZATION”). RAP and COACHING CORPS may be referred to herein individually as “PARTY” or collectively as PARTIES.

WHEREAS, RAP owns and operates recreation centers and sports centers throughout the City of Los Angeles, at which RAP conducts a variety of sports programs and leagues which may occur during after-school and evening hours, and/or weekends, for youth with the assistance of volunteer coaches under the oversight of paid staff; and,

WHEREAS, COACHING CORPS’ purpose is to bridge the gap between sports-focused after-school programs that need committed, trained coaches and volunteers who wish to gain leadership skills and mentor youth through coaching athletics; and,

WHEREAS, the PARTIES to this MOA recognize that there is a need to provide quality coaches for the youth sports leagues at various recreation centers throughout the City of Los Angeles (“CITY”), and that maintaining this successful and mutually beneficial relationship between PARTIES provides RAP with much needed additional resources to do so; and,

WHEREAS, COACHING CORPS is governed by its Articles of Incorporation and Bylaws, and its activities and affairs are conducted by, and its corporate powers exercised by or under, the direction of its Board of Directors, the members of which are designated, selected, and elected in accordance with COACHING CORPS Bylaws; and,

WHEREAS, the purpose of this MOA is to establish in writing the respective roles and responsibilities of and between RAP and COACHING CORPS for the benefit of the general public through COACHING CORPS’ assistance to RAP through their volunteer recruitment services (“COACHING CORPS SERVICES”); and,

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. AUTHORIZED REPRESENTATIVES

RAP: MICHAEL A. SHULL
General Manager
221 N. Figueroa Street, Suite 1550
Los Angeles, CA 90012

COACHING CORPS: CHRIS FAJARDO
Director of Regional Operations
1625 W. Olympic Boulevard, Suite 706
Los Angeles, CA 90015

2. OBJECTIVES

The objective of this MOA is to establish in writing the respective roles and responsibilities of and between RAP and COACHING CORPS for the solicitation of Volunteer Coaches to participate as RAP volunteers by supplementing the existing volunteers who are recruited directly by RAP, in accordance with the COACHING CORPS Program Description, attached hereto and incorporated herein by reference as Exhibit A.

This beneficial collaboration between PARTIES will provide RAP with much needed additional volunteer resources for the enhancement of youth sports programming city-wide.

3. TERM AND TERMINATION

The term of this MOA shall be five (5) years ("TERM") from the COMMENCEMENT DATE of this MOA, with one (1) option to renew for an additional five (5) years ("OPTION"), subject to the discretion of the RAP General Manager. Should COACHING CORPS wish to exercise the OPTION, COACHING CORPS shall submit a written request to the RAP General Manager for such consideration, no less than six (6) months prior to the expiration of this MOA.

Either party shall have the right to terminate this MOA for any reason, upon ninety (90) days written notice to the other PARTY.

4. OBLIGATION OF PARTIES

RAP and COACHING CORPS hereby understand and agree to the following.

- a. COACHING CORPS shall, at no charge to RAP:
 - i. Seek to match one or more volunteer coaches recruited and trained by COACHING CORPS ("Volunteer Coaches") with various recreation centers' youth sports leagues. COACHING CORPS and the Recreation Facility

Directors (“Directors”) will work together to determine the number of Volunteer Coaches who will volunteer with each of the youth sports leagues and who the volunteer(s) will be. The Directors are not required to accept, or retain, any Volunteer Coach into the RAP program, and COACHING CORPS is not obligated to place any Volunteer Coaches with any of the various recreation centers. Volunteer Coaches are primarily college students. The length of their volunteer activities typically lasts one or two semesters. The exact period of each Volunteer Coach’s commitment is to be agreed upon by the after-school program Director and the Volunteer Coach. COACHING CORPS shall advise recruited volunteers that RAP will conduct mandatory background checks, including fingerprinting prior to final assignment.

- ii. Offer an initial training session for the Volunteer Coaches, which will occur before the Volunteer Coaches begin their volunteer activities. COACHING CORPS may also hold additional training sessions for the Volunteer Coaches at various times throughout the year.
- iii. Assist the Directors in understanding their role as a Volunteer Coach supervisor. RAP acknowledges and agrees that the Volunteer Coaches will be volunteers of said youth sports leagues (not of COACHING CORPS), and that RAP will be solely responsible for the activities of the Volunteer Coaches while they are volunteering.
- iv. Once a month, meet with the Volunteer Coaches to discuss various coaching topics and provide additional tools and resources; Communicate with the Director(s) regarding the Volunteer Coaches to address any matters requiring attention; and Consult with the Director(s) if a Volunteer Coach leaves his or her position as a volunteer with the recreation center for any reason before the end of the Volunteer Coach’s agreed-upon term, and matching another Volunteer Coach with the program at the subject recreation center. COACHING CORPS is not obligated, however, to recommend another Volunteer Coach for the vacant position if such is not feasible due to current circumstances.
- v. Designate a member of the COACHING CORPS team who will be the primary contact for each recreation center.

b. RAP shall, at no charge to COACHING CORPS:

- i. Notify Directors about the availability of opportunities to utilize the services of COACHING CORPS to obtain Volunteer Coaches and ensure information is provided to register and communicate with COACHING CORPS.
- ii. Direct and supervise the Volunteer Coaches while they are engaged in their volunteer activities with the youth sports leagues and conduct regularly scheduled meetings with the Volunteer Coaches to discuss their activities as volunteers. RAP acknowledges and agrees that it is solely responsible for supervising and directing the work of the Volunteer Coaches and that COACHING CORPS will have no responsibility for or control over the recreation centers youth sports league curriculum or over the Volunteer Coaches. While the Volunteer Coaches are engaged as volunteers with

RAP, COACHING CORPS will not provide any direction or supervision of the Volunteer Coaches or exercise any control over the Volunteer Coaches; accordingly, the Director may terminate the services of any Volunteer Coach at any time for any reason, with no notice and no cause required. No actions of RAP or COACHING CORPS under this MOA will give rise to any partnership or joint venture of COACHING CORPS and each recreation centers youth sports league.

- iii. Require Directors to serve as Coach Supervisors that will oversee and supervise the activities of the Volunteer Coaches, serve as the primary contact with COACHING CORPS PROGRAM staff, and communicate with the designated member of the COACHING CORPS team regularly about the Volunteer Coaches to help COACHING CORPS monitor and improve the COACHING CORPS PROGRAM. RAP staff will provide a comprehensive site orientation at each recreation center for the Volunteer Coaches to introduce the Volunteer Coaches to key youth sports league personnel and site policies and procedures.
- iv. Conduct all legally required background checks on the Volunteer Coaches, including but not limited to fingerprinting. COACHING CORPS makes no representations regarding a Volunteer Coach's qualifications or suitability to be a volunteer with RAP or to work with children. To the extent that COACHING CORPS conducts background or other informational checks on the Volunteer Coaches, the checks are for the benefit of COACHING CORPS only and RAP may not access or rely on any information gathered by COACHING CORPS about the Volunteer Coaches.
- v. Permit the Volunteer Coaches to attend COACHING CORPS training sessions.
- vi. Participate in an evaluation of the COACHING CORPS PROGRAM, including an evaluation of the Volunteer Coaches at the end of the season.

5. EMPLOYMENT PRACTICES

COACHING CORPS will make all hiring, retention, and compensation decisions with respect to its employees. All such decision shall be subject to all applicable laws. COACHING CORPS will maintain its own employee handbook. COACHING CORPS employees are employees of COACHING CORPS and are not employees of RAP.

6. INTELLECTUAL PROPERTY

RAP and COACHING CORPS acknowledge that each of the PARTIES' names and other intellectual property of RAP and COACHING CORPS have substantial goodwill. RAP further acknowledges and agrees that all use of the COACHING CORPS name pursuant to this AGREEMENT shall inure to the sole and exclusive benefit of COACHING CORPS and RAP agrees to use the COACHING CORPS name solely in accordance with the terms and conditions set forth in this AGREEMENT. Additionally, COACHING CORPS further acknowledges and agrees

that all use of the RAP and CITY name pursuant to this AGREEMENT shall inure to the sole and exclusive benefit of RAP and CITY, and COACHING CORPS agrees to use the RAP and CITY name solely in accordance with the terms and conditions set forth in this AGREEMENT.

7. ANNUAL PERFORMANCE AND FINANCIAL REPORTING

COACHING CORPS shall provide RAP with an annual performance summary and financial statement (collectively, "REPORT") to RAP by June 30th each year. The REPORT shall include, but not be limited to the following:

- a. Annual Budget and Expenditures;
- b. Data on number of volunteers that serviced RAP programming and at what facilities;
- c. Sample copies of recruitment materials, press materials, and/or other publications used to promote and implement the PROGRAM; and,
- d. Discussion of PROGRAM changes, issues, and/or challenges.

During the TERM of this MOA, RAP shall reserve the right to request and receive current information in the above categories or other information pertinent to the COACHING CORPS PROGRAM should the need arise.

8. INSURANCE

COACHING CORPS shall be fully insured, and as a requirement of this MOA, COACHING CORPS shall additionally insure the City of Los Angeles for the coverage specified by the City Administrative Officer's (CAO) Risk Manager on Form 146R attached hereto and incorporated herein reference as Exhibit B. COACHING CORPS shall maintain during the TERM of this MOA evidence of insurance acceptable to the CAO Risk Manager and shall obtain approval of such insurance prior to COACHING CORPS's performance of this MOA and in accordance with instructions for submitting insurance to the City, included herein as part of Exhibit B and incorporated herein by reference.

CITY self-administers, defends, settles and pays third-party claims for bodily injury, personal injury, death and/or property damage. Protection under CITY's program is warranted to meet or exceed \$5 million, combined single limit, per occurrence. Additionally, the City is permissively self-insured for Workers' Compensation under California law. The City of Los Angeles will provide 30 days' written notice of any modification or cancellation of the program.

9. 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 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 the 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 ORGANIZATION's employees and agents, or damage or destruction of any property of either party hereto or third parties, arising in any manner by reason of an act, error, or omission by ORGANIZATION, 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.

10. PUBLICITY

PARTIES shall acknowledge one another as collaborators in written material(s), news releases, and related marketing or publicity materials. RAP and COACHING CORPS 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. RAP and COACHING CORPS agree to notify each other in writing of any press release, public announcement, marketing or promotion of the PROPERTY. Further, any press release, public announcement, marketing materials, or brochures prepared by either RAP or COACHING CORPS, shall appropriately acknowledge the contributions of both RAP and COACHING CORPS.

COACHING CORPS agrees that any public release or distribution of information related to this AGREEMENT or related projects, programs or services, shall include the following statement at the beginning or introduction of such release:

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

11. SIGNAGE

No signs or banners of any kind will be displayed unless previously approved in writing by the Board of Recreation and Park Commissioners and/or RAP General Manager or his or her designee. RAP may require removal or refurbishment, at COACHING CORPS' expense, of any sign previously approved. Requirements for

signage shall be stipulated in a separate project permit or agreement if applicable, in accordance with RAP policies.

12. NOTICES

Any notice, request for consent, or statement (“Notice”), that RAP or COACHING CORPS 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 COACHING CORPS 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: Partnership Division
City of Los Angeles
Department of Recreation and Parks
221 n. Figueroa Street, Suite 180 (Mail Stop 628-9)
Los Angeles, California 90039

Tel.: (213) 202-5600;
Email: rap.partnerships@lacity.org

If to COACHING CORPS: Coaching Corps
Chris Fajardo, Dir. Of Regional Operations
1625 W. Olympic Boulevard, Suite 706
Los Angeles, CA 90015

Tel.: (650) 773-1769
Email: chris.f@coachingcorps.org

13. ENTIRE AGREEMENT

Except as specified herein, this MOA and incorporated documents shall supersede any prior oral or written understanding or communications between the PARTIES and constitutes the entire agreement of the PARTIES with respect to the subject matter hereof. This MOA may not be amended or modified, except in writing and signed by both parties hereto.

14. 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. COACHING CORPS shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will COACHING CORPS 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 COACHING CORPS the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

15. INCORPORATION OF DOCUMENTS

The following documents are incorporated and made a part hereof by reference:

Exhibit A: Coaching Corps Program Description

Exhibit B: Insurance Requirements and Instructions

The order of precedence in resolving conflicting language, if any, in the documents shall be: 1) This MOA exclusive of attachments; 2) Exhibit-A; 3) Exhibit-B.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this MOA 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

COACHING CORPS, a California 501 C(3) 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

Program Description

PURPOSE OF PROGRAM

The purpose of Coaching Corps is to bridge the gap between sports-focused after-school programs that need committed, trained coaches and volunteers who wish to gain leadership skills and mentor youth through coaching athletics. By entering into this Memorandum of Understanding (“MOU”), as attached and incorporated by reference as Exhibit-A in the City of Los Angeles Memorandum of Agreement (“MOA”) which shall supersede this MOU, Coaching Corps will seek to match volunteers trained by Coaching Corps with Department of Recreation and Parks (“RAP”) youth sports leagues which may occur during after-school and evening hours and/or weekends, and RAP will seek to place these volunteers in its local youth sports leagues, pursuant to the terms and conditions set forth herein.

RESPONSIBILITIES

Coaching Corps will:

- Seek to match one or more volunteer coaches recruited and trained by Coaching Corps (the “Volunteer Coaches”) with RAP youth sports leagues. Coaching Corps and RAP Director(s) will work together to determine the number of Volunteer Coaches who will volunteer with the youth sports leagues and who the volunteer or volunteers will be. RAP is not required to accept, or retain, any Volunteer Coach into its program, and Coaching Corps is not obligated to place any Volunteer Coaches with the youth sports leagues. Because many of the Volunteer Coaches are college students, the length of their volunteer activities typically lasts one or two semesters, the exact period of each Volunteer Coach’s commitment to be agreed upon by the RAP Director(s) and the Volunteer Coach.
- Offer an initial training session for the Volunteer Coaches, which will occur either before or soon after the Volunteer Coaches begin their volunteer activities. Coaching Corps may also hold additional training sessions for the Volunteer Coaches at various times during the semester.
- Assist RAP Director(s) in understanding its role as a Volunteer Coach supervisor. RAP acknowledges and agrees that the Volunteer Coaches will be volunteers of said youth sports leagues (not of Coaching Corps), and that RAP will be solely responsible for the activities of the Volunteer Coaches while they are volunteering.
- Once a semester, meet with RAP Director(s) to provide additional training to the Volunteer Coaches as Coaching Corps sees fit or deems appropriate.
- Communicate with the Program Coordinator and/or Site Supervisor (designated below) at least twice per semester about questions that the Coordinator and/or Supervisor may have about the Volunteer Coaches.
- If a Volunteer Coach leaves his or her position as a volunteer with the youth sports league for any reason before the end of the Volunteer Coach’s agreed-upon term, the Director(s) may consult with Coaching Corps regarding matching another Volunteer Coach with the program. Coaching Corps is not obligated, however, to recommend another Volunteer Coach for the vacant position.
- Designate a member of the Coaching Corps team who will be the primary contact for the youth sports league.

RAP will:

- Direct and supervise the Volunteer Coaches while they are engaged in their volunteer activities with the youth sports league and conduct regularly scheduled meetings with the Volunteer Coaches to discuss their activities as volunteers. RAP acknowledges and agrees that it is solely responsible for supervising and directing the work of the Volunteer Coaches and that Coaching Corps will have no responsibility for or control over the youth sports league's curriculum or over the Volunteer Coaches. While the Volunteer Coaches are engaged as volunteers with the youth sports program, Coaching Corps will not provide any direction or supervision of the Volunteer Coaches or exercise any control over the Volunteer Coaches; accordingly, RAP may terminate the services of any Volunteer Coach at any time for any reason, with no notice and no cause required. No actions of RAP or Coaching Corps under this MOU will give rise to any partnership or joint venture of Coaching Corps and RAP.
- Designate a Coach Supervisor to oversee and supervise the activities of the Volunteer Coaches, and to serve as the primary contact with Coaching Corps program staff.
- Provide a comprehensive site orientation for the Volunteer Coaches to introduce the Volunteer Coaches to key youth sports league personnel and site policies and procedures.
- Conduct any legally required background checks on the Volunteer Coaches. Coaching Corps makes no representations regarding a Volunteer Coach's qualifications or suitability to be a volunteer with RAP or to work with children. To the extent that Coaching Corps conducts background or other informational checks on the Volunteer Coaches, the checks are for the benefit of Coaching Corps only and RAP may not access or rely on any information gathered by Coaching Corps about the Volunteer Coaches.
- Permit the Volunteer Coaches to attend Coaching Corps training sessions.
- Participate in an evaluation of the Coaching Corps program, including an evaluation of the Volunteer Coaches at the end of the season.
- Cause the Coach Supervisor to communicate with the designated member of the Coaching Corps team to discuss matters related to the Volunteer Coaches to help Coaching Corps monitor and improve the Coaching Corps program.

STAFFING AND REPORTING RELATIONSHIPS**Coaching Corps:**

- Chris Fajardo at Coaching Corps will contact the RAP Partnership Division with concerns regarding program administration or Volunteer Coach development issues.

RAP:

- RAP Partnership Division will contact Chris Fajardo at Coaching Corps to deal with any program or Volunteer Coach related issues.

Exhibit B Insurance Requirements

Form Gen. 146 (Rev. 6/12)

Required Insurance and Minimum Limits

Name: Coaching Corps

Date: 02/21/20'9

Agreement/Reference: for the provision of volunteer 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"/> Workers' Compensation (WC) and Employer's Liability (EL)	WC <u>Statutory</u> EL <u>1,000,000</u>
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City	
<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	
<input checked="" type="checkbox"/> General Liability <u>City of Los Angeles must be named as an Additional Insured Party</u>	<u>1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations	<input checked="" type="checkbox"/> Sexual Misconduct: <u>1,000,000</u>
<input type="checkbox"/> Fire Legal Liability _____ <input type="checkbox"/> _____	
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	<u>1,000,000</u>
<input type="checkbox"/> Professional Liability (Errors and Omissions)	
Discovery Period _____	
<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 _____	<input type="checkbox"/> _____
<input type="checkbox"/> _____	
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds	
<input type="checkbox"/> Crime Insurance	

Other: Provided to: Ednaisha Lee @ RAP; ph: 213 202-5600
If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>
In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

CITY OF LOS ANGELES

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

(Share this information with your insurance agent or broker)

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

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

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

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

<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

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

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

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

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

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

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

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