

APPROVED
OCT 23 2019

BOARD REPORT **BOARD OF RECREATION AND PARK COMMISSIONERS** **NO.** 19-205
DATE October 23, 2019 **C.D.** 14

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ELYSIAN PARK RECREATION CENTER – AGREEMENT WITH LOS ANGELES THEATRE ACADEMY, INC. FOR THE OPERATION OF A CHILDREN’S RECREATIONAL THEATER PROGRAM; CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) [ISSUANCE OF LICENSE] OF THE CITY CEQA GUIDELINES AND CHAPTER 19, SECTION 15301 OF CALIFORNIA CEQA GUIDELINES

AP Diaz _____ S. Pifia-Cortez _____
H. Fujita _____ C. Santo Domingo _____
V. Israel _____ *N. Williams NDW

Paul D. Walker
General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve a proposed three (3) year agreement, with one option to extend the term for an additional three (3) year period (Agreement), between the Department of Recreation and Parks (RAP) and Los Angeles Theatre Academy, Inc. (LATA), a California non-profit organization, attached hereto as Attachment 1, setting forth the terms and conditions for the continued shared use of certain portions of Elysian Park Recreation Center to provide recreational programs for children centered on the performing and theater arts, subject to the approval of the Mayor and City Council, and the City Attorney as to form;
2. Find, pursuant to Charter Section 371(e)(10), that the use of competitive bidding would be undesirable, impractical or impossible as there are few non-profit organizations in the area near Elysian Park that provide similar recreational programs LATA provides focused on the performing and theater arts to children five to sixteen (5-16) years old and LATA does not derive more than a nominal profit for such operations and is providing such services as a benefit for the public;
3. Find, pursuant to Charter Section 1022, that the services to be provided under the Agreement can be performed more economically and feasibly by LATA because RAP does not have in its employ personnel with the expertise and experience to provide the services mentioned in the summary of this Report;
4. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed Agreement to the Mayor in accordance with Executive Directive No. 3

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(Villaraigosa Series), to the City Council for approval, and to the City Attorney for review and approval as to form;

5. Find that the proposed Agreement is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) [Issuance of License] of the City CEQA Guidelines and Chapter 19, Section 15301 Of California CEQA Guidelines, and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk's Office;
6. Authorize the Board President and Secretary to execute the Agreement upon receipt of the necessary approvals; and,
7. Direct RAP's Chief Accounting Employee to deposit fees for utility and other cost recovery reimbursements received from LATA in the accounts 302/89/89707H; General Recreation Activity Program, Sub-Account TA established for such purposes.

SUMMARY

Elysian Park is one of the oldest parks in Los Angeles, consisting of 600 acres. Within Elysian Park is Elysian Park Recreation Center (Center) located at 929 Academy Road, Los Angeles, CA 90012. Prior to July 2010, the Center was used to foster the development of independent, social and recreation skills of developmentally disabled youth. However, the challenging economic environment and resulting staff and service reductions at that time led to the closure of the Center in June 2010. With the availability of space at the facility, RAP's Metro Region administration allowed LATA to occupy and share the use of the Center with RAP's LA KIDS Program.

The Center has a performance stage with sliding doors at the back, which when open expose the stage to an outdoor amphitheater where audiences are often seated during performances. Alternatively, this also allows performers and props to access the stage from the exterior of the building if the audience is seated in the auditorium facing the stage; a rather unique set-up. Thus, the Center is well-suited to provide recreational programs focused on the performing and theater arts.

LATA, a non-profit community based organization, has been dedicated to providing theater arts, after school, and summer day camp programs to the community surrounding Elysian Park since 2008. LATA currently offers theatre arts programs that include four (4) full stage productions, an annual children's theatre summer festival, arts in education programs, an after-school club, and summer and spring camps which support working parents when children are off from school. LATA designs and creates the costumes for program participants, and the stage props for its theatrical performances. Program participants pay modest program fees which are consistent with fees charged by other child after-school day care and summer day camp programs in the surrounding area. However, in LATA's case participants also receive an additional value provided through the theatrical arts program, which is something not offered through traditional day care and seasonal programs. LATA serves approximately sixty to ninety (60-90) participants each year in its various programs, with many being returning participants (average of 50 to 70 per

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week), with ages ranging from five to twelve (5-12) years old. LATA receives grant funding from the Los Angeles County Department of Arts and Culture, and the Los Angeles City Department of Cultural Affairs in support of LATA's programming.

LATA has been successfully serving the community while operating under a previous six (6) year Agreement (No. 3482), which expires in December 2019; hence the need for a new agreement. Due to certain changes in previous arrangements between RAP and LATA, including an expansion of RAP programming at the Center requiring the shared-use of certain rooms and programming to be modified, it was determined that a new agreement would best address the current and future situation at the Center. For example, LATA will now be restricted from using the Center's lobby area for its programs in order to differentiate from RAP programming. Another difference is that RAP will retain priority use of the Center to operate a winter camp, should RAP choose to do so. Previously under Agreement No. 3482, such period was reserved for LATA to operate a winter camp in addition to its spring camp. Thirdly under the proposed Agreement, LATA will be required to replace at its expense, any tables and chairs LATA uses in the Center that have, through wear and tear, deteriorated to the point where they are unsightly or no longer functional, with similar type and similar or better quality. RAP's increase in permit and staff fees will be incorporated into the future operation and implementation of the proposed agreement as well.

The use of a competitive bidding process such a Request for Proposals (RFP) was determined to be impractical as only a few nonprofit organizations exist in the Los Angeles region that offer the type of theatrical based, recreational programming that LATA provides. Due to this lack of such programming in the area to satisfy parental demands for such programming, LATA also provides additional theater and cultural programming at a separate, privately-owned and leased facility nearby on Riverside Drive – Studio Theater Playhouse at 1944 Riverside Drive, Los Angeles, 90039. Staff understands through discussions with LATA that this facility is being considered for sale, which if this comes to fruition LATA will be displaced, leaving the Center as the only location available for LATA to continue serving the community.

Staff researched a list of community arts providers on the Los Angeles County ArtsEd Collective website (<https://www.lacountyartsedcollective.org>) which identifies only two organizations that provide similar theatrical programs for children in Los Angeles. One is located in Redondo Beach and the other in Sunland. Neither provides the ongoing and consistent weekly program services that LATA provides. The Sunland organization is a roaming program that provides periodic workshops at schools, parks, and private club-type organizations, with fees that vary depending on venue, number of participants, and scope of workshop. Due to the Sunland's organization operating model which is distinct to LATA's in that it is not located in one primary location or community, it would not be a fair comparison with LATA.

However, the Redondo Beach organization provides traditional theatrical and performance classes for talent development and improvement, as well as a summer camp. This organization partners with the community, businesses, and schools to provide off-site workshops, performances, and interactive events. Although the LATA and the organization's programs are structured differently, the fees on average charged by this organization, which depend on the child's age, the number of weeks participating, and the scope of the performance and training,

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exceed LATA's fees by approximately sixty percent (60%). Using 2019 summer camp fees as an example, LATA's fee is One Hundred Ninety Dollars (\$190) per week (daily from 8:00 am to 6:00 pm), while the organization's fee is Four Hundred Forty Dollars per week (9:00 am to 3:00 pm). Additionally, LATA offers an after school program for a fee of Fifty-Five Dollars per week, while the organization does not offer an after-school program.

LATA's program is unique in that it has consistent and ongoing programs that serve community families for years, not just short periods or through one-time or periodic workshops. Further, LATA is providing its services as a public benefit to the surrounding community since the tuition LATA charges for its programs are at a significant discount which is not enough to cover LATA's operating expenses. Rather, LATA offsets its operating costs through a combination of tuition, donation and grants.

Staff recommends approval of the proposed Agreement so that LATA may be allowed to continue providing youth programs with recreational benefits through theater, which is in the best interest of the Elysian Park community. Should the proposed Agreement be approved, LATA's performance will be monitored through an annual performance review to ensure compliance with terms of the Agreement. LATA will continue to pay a Cost Recovery Fee in the amount of \$433.00 per month for utilities, solid waste disposal, and staff impacts. In addition, LATA will also reimburse RAP for as-needed staff costs at the rate of thirty dollars (\$30.00) per hour for staff presence during days and times when not scheduled at the Center, which rate is subject to change based on the current hourly rate in the RAP Schedule of Rates and Fees. LATA had been paying \$22.00 per hour previously for as-needed staff coverage costs under Agreement No. 3482. LATA will have the option to renew the Agreement for one additional three (3) year period beyond the original three (3) year term of the Agreement upon approval by RAP.

ENVIRONMENTAL IMPACT

The proposed Agreement will allow LATA to continue providing programs at an existing public facility. As such, RAP staff recommends that the Board determines that it is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14), of City CEQA Guidelines and to Article 19, Section 15301 of California CEQA Guidelines. An NOE will be filed with the Los Angeles County Clerk upon Board's approval.

FISCAL IMPACT

The proposed Agreement will have no adverse impact on RAP's General Fund as operations and program costs associated with LATA's use of park property will be paid for by LATA and any additional staff impact costs will be compensated through the collection of Board approved Cost Recovery Fees.

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STRATEGIC PLAN INITIATIVES AND GOALS

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

Goal No. 6: Build financial strength and innovative collaborations

to help expand and improve L.A. City parks and programs

Outcome No. 2: Improved management of rental facilities and concessions

Result: Continue providing youth access to theater arts programming and training

This Report was prepared by Joel Alvarez, Sr. Management Analyst II, and Raymond Chang, Management Analyst, Partnership Section.

ATTACHMENT

- 1) Proposed Agreement

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

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

WHEREAS, CITY, through its Department of Recreation and Parks (“RAP”), owns property commonly known as Elysian Park (“PARK”); and,

WHEREAS, pursuant to Agreement No. 3482 executed December 18, 2013, between LATA and CITY, by and through RAP, LATA is currently utilizing space at a building commonly known as Elysian Park Recreation Center, formerly known as Elysian Park Adaptive Recreation Center and/or Elysian Therapeutic Recreation Center, located at 929 Academy Road, Los Angeles, California 90012 (“CENTER”), as illustrated by the Site Plan attached hereto and incorporated herein by reference as Exhibit-A; and,

WHEREAS, LATA is an organization providing recreational arts-in-education programs within certain designated areas (“PREMISES”) within the CENTER, through after-school programs and seasonal day-camps, and has successfully served families in the Elysian Park community for many years, striving to create a structured and socially engaging recreation program focused on theater arts where participants can learn, act, and play in a nurturing and fun environment; and,

WHEREAS, LATA desires to continue providing this valuable resource to the community at the PREMISES, during the school year through after-school programming and during school breaks through seasonal day-camp programming, as described by the program description attached hereto and incorporated herein by reference as Exhibit-B (the “PROGRAM”); and,

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

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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. **Description of PREMISES.** In consideration of benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to LATA in accordance with the terms and conditions of this AGREEMENT, exclusive and shared use of the PREMISES and common areas of the CENTER, respectively, for the operation of the PROGRAM which shall be performed by LATA in compliance with the terms and conditions of this AGREEMENT, including payment of the Cost Recovery Reimbursement Fee to RAP as applicable, and performance of Maintenance Requirements as described herein. The CENTER's location within the PARK is delineated by the Site Plan attached hereto and incorporated herein by reference as Exhibit-A. The PREMISES within the CENTER includes the gymnasium, for exclusive use by LATA during PERMITTED TIMES, and for shared use the outdoor play area, outdoor amphitheater, and interior kitchen during PERMITTED TIMES. LATA's use of the designated areas of the PREMISES shall be restricted to those days and times as identified as PERMITTED TIMES under this AGREEMENT.
2. **Term and Termination.** The term of this AGREEMENT (for ease of reference shall be referred to herein as "TERM") shall be three (3) years, with one (1) subsequent three (3) year option to renew, exercisable by LATA upon no more than six (6) months prior to the expiration of the then current term of this AGREEMENT, subject to (i) concurrence and approval by the RAP General Manager, (ii) there being no default by LATA pursuant to the provisions of this AGREEMENT, and (iii) the satisfactory results of annual performance evaluations ("ANNUAL PERFORMANCE REVIEWS"), as more fully described herein.
 - a. **Commencement and Expiration.** This AGREEMENT shall take effect on the COMMENCEMENT DATE above and shall end upon the expiration of the TERM.
 - b. **Termination.** In addition to termination for an uncured breach or default, or if LATA ceases to operate under this AGREEMENT, or CITY issues written termination notice to LATA effective after sixty (60) calendar days from the date of issuance due to an unfavorable ANNUAL PERFORMANCE REVIEW or for cause during the TERM, either CITY or LATA may terminate this AGREEMENT by giving the other sixty (60) calendar days advanced written notice. CITY and LATA reserve the right to terminate this AGREEMENT at their sole discretion for convenience, emergency, or necessity. If CITY or

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LATA should elect to terminate this AGREEMENT pursuant to any termination rights described herein, LATA agrees to use reasonable efforts to cease all operations and other activity as promptly as possible, remove all personal property and equipment and to peacefully surrender the PREMISES to CITY within sixty (60) calendar days of receiving or providing a written notice of termination. If LATA fails to remove all its personal property and equipment within sixty (60) calendar days of receiving or providing a written notice of termination. If LATA fails to remove all its personal property and equipment within sixty (60) calendar days after termination of this AGREEMENT, CITY, at its option, may remove such property and equipment, in which event LATA shall pay to the CITY, upon demand, the reasonable cost of such removal, plus the cost of transportation and disposition thereof.

- c. **Cease to Operate.** In addition to the termination rights described herein, CITY may terminate this AGREEMENT, subject to the terms of subsection (b) above, if LATA ceases to operate at the PREMISES. The phrase “cease to operate” shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of LATA’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 LATA’s purposes or function as contained in LATA’s corporate charter or grant of non-profit status (“STATED PURPOSES”), unless LATA obtains the prior approval of CITY for such change; (iii) a material change in the delivery of services by LATA, as described herein, unless LATA obtains the prior approval of CITY for such change; (iv) the failure of LATA to use the PREMISES for any of the PERMITTED USES or any other material default of the terms and conditions or other obligations contained in this AGREEMENT or fails to remain open for business as contemplated herein, 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 LATA’s control.
3. **Annual Performance Reviews.** PARTIES mutually agree to the ANNUAL PERFORMANCE REVIEWS, which shall be conducted by RAP in a reasonable manner, to determine the feasibility and benefit of continuing the collaborative relationship between PARTIES under this AGREEMENT.

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- a. Continuance of CITY's collaboration with LATA shall be contingent upon a favorable ANNUAL PERFORMANCE REVIEW, which shall include, but not be limited to:
 - (i) An evaluation of LATA's compliance with the terms and conditions of this AGREEMENT;
 - (ii) Fulfillment of LATA's obligations for the operation and maintenance of the PREMISES under this AGREEMENT, including the provision of the PROGRAM at the PREMISES;
 - (iii) Adequacy of LATA's funding; and,
 - (iv) LATA's cooperation with CITY staff.
- b. Every year during the life of this AGREEMENT, for purposes of completing the ANNUAL PERFORMANCE REVIEW process, LATA shall submit to RAP during the period of July 1st through August 30th of each year, an annual performance or program report ("PERFORMANCE REPORT"), generally describing LATA's PROGRAM activities, issues, accomplishments, etc., to provide RAP with an understanding of LATA's performance during the prior fiscal year (July through June). This PERFORMANCE REPORT shall specifically include, but not be limited to:
 - (i) Annual Financial Statement (Revenue and Expenditures for prior fiscal year);
 - (ii) Annual Budget for upcoming fiscal year (July through June); and,
 - (iii) PROGRAM participant data describing the number of persons served during the prior fiscal year.
- c. RAP reserves the right to request reasonable additional materials or clarifying information upon review of the submitted PERFORMANCE REPORT.
- d. CITY's approval to continue the collaborative relationship shall be based on findings obtained through the ANNUAL PERFORMANCE REVIEW, evaluation of the PERFORMANCE REPORT, and a review of compliance with the terms and conditions of this AGREEMENT, including interviews with RAP's operations and maintenance staff at the PREMISES, if any are on-site. A sample Performance Evaluation Form that is completed by RAP staff as part

of the annual evaluation process, is attached hereto and incorporated herein by reference as Exhibit-C. Results of the ANNUAL PERFORMANCE REVIEW may be used in determining future collaborations with LATA. CITY shall not unreasonably withhold its determination.

4. Access and Use of PREMISES.

- a. LATA is authorized to utilize the following PREMISES areas:
- (i) The gymnasium (a.k.a. "auditorium), which includes a stage and storage areas near the stage;
 - (ii) The outdoor playground and amphitheater;
 - (iii) The interior kitchen (as shared space with RAP), craft room, and restrooms for the operation of its PROGRAM; and,
 - (iv) The meeting room, subject to availability when not in use by RAP.

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

- b. LATA and any authorized third party associated with LATA's activities at the PREMISES will abide by the terms and conditions expressed in this AGREEMENT, and will cooperate fully with RAP and its employees in the performance of their duties.
- c. Authorized representatives, agents and employees of CITY will have the right to enter the PREMISES for purposes of fulfilling normal duties. If a governmental body with jurisdiction over the PREMISES and/or the CITY or RAP determines that a certain activity, or all of the activities, conducted on the PREMISES are material threats to public safety, CITY may immediately suspend and/or terminate LATA's right to conduct such activities at the PREMISES by providing written notice to LATA of such suspension. Such activities shall remain suspended until they are no longer deemed a threat to public safety, at which time the CITY shall promptly provide written notice to LATA of same.
- d. The CENTER is a designated public emergency shelter site, and therefore RAP shall retain the right to maintain access to and use any portion of the PREMISES in case of a natural disaster or emergency,

such as an earthquake, fire, etc., without advance prior notice to LATA. However, RAP shall make reasonable effort to alert or notify LATA in advance of such required use, to the best of its ability at the time. Such use shall take precedence over regularly scheduled LATA activities. In such case, LATA's obligation to pay the established Cost Recovery Reimbursement Fee ("CRRF"), to the CITY as defined in Section 12 of this AGREEMENT, shall be suspended during such time period that CITY has taken over the PREMISES for the above use.

5. LATA's Obligations. LATA shall:

- a. Operate the PROGRAM in accordance with the terms and conditions of this AGREEMENT, at the PREMISES on the specified days and within the hours listed in Section 6 of this AGREEMENT. Any exception to this schedule must be coordinated with and approved in writing by RAP in advance of such arrangements being implemented.
- b. Maintain the PREMISES in accordance with Section 9 of this AGREEMENT.
- c. Provide sufficient staff necessary to perform the operation of its PROGRAM, including the provision of services, providing all materials and supplies.
- d. Ensure LATA's protocol for selecting and authorizing any person to provide PROGRAM activities on the PREMISES complies with applicable local, State, and/or Federal protocols for employees, volunteers and contractors engaging in the PERMITTED USES described herein, including background checks, finger printing, and any certifications, licenses and approvals to the extent required by applicable law.
- e. Obtain any and all operating permits and/or licenses that may be required in connection with its operations, including but not limited to, tax permits, business licenses, health permits, certifications, etc. City shall reasonably cooperate with LATA to the extent necessary for LATA to obtain any permits and/or licenses.
- f. Punctually pay or cause to be paid all LATA financial obligations incurred in connection with the operation and maintenance of the PREMISES as set forth in this AGREEMENT. LATA shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection

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with LATA's use of the PREMISES to the extent such claims do not arise due to any CITY action or omission.

- g. Prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages), which is not allowed on park property without prior written authorization and therefore not authorized herein, and therefore shall not be permitted to occur on the PREMISES or CENTER under any circumstances.
 - h. Provide RAP with the opportunity to review and approve any proposed future tuition or fee increases in order to ensure that such tuition or fees shall remain reasonably affordable for the community.
6. **Days and Periods of Use.** LATA shall be entitled to use the PREMISES only during the times specified below ("PERMITTED TIMES") to operate the PROGRAM in accordance with this AGREEMENT, including the operation of related functions, events, and other agreed upon uses:
- a. **PROGRAMMING.**
 - (i) **Theater Arts After-School Program:** During the school year, months of September to May:

Monday, Wednesday, Thursday, Friday, 3:00 p.m. to 6:00 p.m.; and,

Tuesday, 2:00 p.m to 6:00 p.m.
 - (ii) **Summer Theater Camp:** During the months of June, July, and August: Monday to Friday, 8:00 a.m. to 6:00 p.m.
 - (iii) **Spring Theater Camp:** months of March and April, Monday to Friday, 8:00 a.m. to 6:00 p.m. LATA will notify RAP by January 2nd if LATA intends to conduct a Spring Camp. Should LATA conduct a Spring Theater Camp, LATA will provide details regarding the camp to RAP staff, such as the dates or days and hours of the camp and pay applicable facility use permit fees.
 - b. **Outdoor Play Area:** LATA shall have access to and use of the outdoor play area when LATA operates its after-school program, summer theater camp, and spring camp. LATA shall share use of the outdoor playground with RAP during its summer and spring camps from 8:00 a.m. to 9:00 a.m. and from 4:00 p.m. to 6:00 p.m. when the playground is used by RAP during that time. During shared

use play area hours, both PARTIES will provide supervision at the play area of participants in their respective programs. Should RAP not require use of the play area during such shared use times, LATA may use the play area on its own with appropriate LATA supervision present.

- c. **Additional Hours and Staff Fees.** In the event LATA requests use of the PREMISES for days, times or hours not included in the PERMITTED TIMES stated above, and is granted use of the PREMISES for the requested times, and should during such time RAP full-time or part-time staff is not assigned or scheduled to be present at the CENTER, or are required to be away from CENTER for training or meetings elsewhere, LATA shall pay staffing costs to RAP at the prevailing hourly rate from the current RAP Schedule of Rates and Fees to have a RAP part-time staff be present when RAP full-time or other part-time staff would not be scheduled to be at the PREMISES or have to be away from CENTER for training or meetings elsewhere. The current hourly rate is \$30.00 per hour. LATA understands and agrees that RAP staff fees are separate from the CRRF listed in Section 12, and that the RAP staff fee hourly rate is subject to change should there be changes to the RAP Schedule of Rates and Fees. Should there be a change, LATA shall be given written notice of no less than sixty (60) days in advance.

RAP Staff Schedule. For LATA's awareness in scheduling future events and activities, RAP Staff shall provide LATA by the 15th day of each month, a staff work schedule for the following month so that LATA may take into account the amount of potential RAP staff fees that would have to be paid, should LATA request use of the PREMISES during days or hours not included in the PERMITTED TIMES.

RAP Staff Fee Payments. RAP staff fees shall be paid by check to the RAP Facility Director, made payable to the "City of Los Angeles." All such staff fee payments shall be made at the latest two (2) weeks prior to the period LATA is requesting use of the PREMISES.

- d. LATA shall use reasonable efforts to cooperate with RAP personnel and PARK staff on all matters relative to the conduct of LATA and PARK operations, or any activity, event, and/or special use or fundraiser, including concerns and/or matters related to parking, traffic, and attendance. In regard to activities, programs or events hosted by RAP at the CENTER, RAP shall equally use reasonable

efforts to minimize any interference, duplication, conflict, or overlap with the operation of LATA's PROGRAM at the PREMISES.

7. **Winter Camps.** RAP retains priority use of PREMISES and CENTER to operate annual Winter Camps. RAP staff at CENTER shall notify LATA no later than September 1st of each year whether RAP intends to conduct an upcoming Winter Camp. In the event that RAP does not intend to operate an upcoming Winter Camp, LATA may then request use of the PREMISES to operate a Winter Camp. Facility use permit fees would apply should LATA be issued a permit to operate a Winter Camp. LATA shall include with its request to RAP, proposed program details such as but not limited to, the dates or days, hours, and number of anticipated camp participants. Should RAP staff not be assigned or scheduled to be present at the CENTER during requested times, LATA shall pay staffing costs to RAP at the prevailing hourly rate from the current RAP Schedule of Rates and Fees to have RAP staff be present during such times that staff would not normally be present.
8. **Parking.** During the TERM of this AGREEMENT and during PERMITTED TIMES specified above in Section 6 of this AGREEMENT, LATA, its staff, and public patrons and/or guests, whether or not involved in LATA activities at the PREMISES, shall have the non-exclusive right to park vehicles within any available parking spaces at the CENTER on a first-come-first-served basis. If such parking is metered or normally requires a fee, LATA, its staff, and public patrons and/or guests shall be required to adhere to established parking requirements. Exclusive or designated parking shall not be allowed, unless previously approved in writing by RAP.
9. **Maintenance and Repair of PREMISES.** During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, LATA, at its sole cost and expense, shall perform the following maintenance obligations with respect to the PREMISES.
 - a. LATA accepts the PREMISES in its "as-is" condition at the date of execution of this AGREEMENT. Depending on resources available, RAP may, but is not required to, repair, remodel, replace, and/or reconstruct any building or facility feature, or any portion of the PREMISES under LATA's use, including but not limited to any appliance or fixture thereon, whether installed by RAP or LATA, and regardless of cause of damage, including heating-ventilation and air conditioning (HVAC) and other electrical systems. RAP shall utilize reasonable discretion when considering any required repairs and whether RAP is in a position or required to repair such deficiency.

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- b. LATA, in performing required maintenance and/or repair of the interior of the PREMISES as stated in this section, shall notify RAP of the needed repair or replacement prior to performing any work, and if approved by RAP, shall provide at LATA's own expense, all staff and materials, supplies, equipment, and funds, to the extent applicable, and as necessary to perform. Such maintenance and/or repair shall be performed to the reasonable satisfaction of RAP, in accordance with the standards set forth herein and with advance notice to and in consultation with RAP's designated representative, or by RAP's written request and/or instruction.
- c. LATA shall be responsible to:
 - (i) Comply with RAP's posted kitchen rules when using the kitchen and ensure that the kitchen is clean after LATA's use;
 - (ii) Clean PREMISES areas and furniture utilized by LATA, such as daily sweeping and mopping of the auditorium and stage floors, and wiping off and cleaning tables and chairs used;
 - (iii) Pick up and dispose of trash and debris; and
 - (iv) Secure all items belonging to LATA at the conclusion of daily operations, including properly storing all its equipment.
- d. LATA shall promptly repair any damages to the PREMISES, which is caused by LATA and occurs during, or is associated with, LATA operations, or that is caused by LATA's use of the PREMISES; LATA recognizes that any damage which remains unrepaired may constitute a hazard to public safety in connection with its use thereof, unless such repair or damage is caused by the negligence or willful misconduct of CITY.
- e. LATA may use RAP owned tables and chairs at the PREMISES without charge, however, LATA agrees to be responsible to replace any tables and chairs LATA uses that have, through wear and tear, deteriorated to the point where they are unsightly or no longer function properly, with similar type and similar or better quality. RAP staff at PREMISES shall determine which tables and chairs are to be replaced and when. RAP staff at CENTER and LATA shall jointly decide when making purchasing decisions on replacement tables and chairs. Tables and chairs purchased by LATA to replace deteriorated ones will remain the property of RAP.

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- f. Any damage to any exterior or interior glass at the PREMISES or CENTER, caused by LATA's staff, contractors, vendors, service representatives or program participants, which occurs during the TERM of this AGREEMENT shall be promptly repaired or replaced at the sole cost and expense of LATA with glass of substantially the same size, kind, and quality.
 - g. To the extent resources are available, RAP may undertake to maintain or repair certain improvements, fixtures, trade fixtures, roof systems, plumbing, electrical, HVAC systems, building structure, and/or utility systems in place at the PREMISES or CENTER as of the execution of this AGREEMENT, if originally installed by RAP. LATA 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 LATA to conduct operations, (i) LATA may elect to undertake repairs at no cost to RAP or, (ii) may elect to suspend operations in accordance with Casualty and Condemnation, Section 16.
 - h. Subject to the provisions of this AGREEMENT, to the extent that needed repairs are not made, LATA waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.
 - i. RAP shall be responsible for maintenance and irrigation of the exterior grounds at the CENTER and around the PREMISES.
10. **Funding.** All funds, including grants, donations, or any other funding received by LATA in connection with the PROGRAM and/or related matters and activities covered by this AGREEMENT, or generated from PROGRAM or activities conducted on the PREMISES, shall be applied exclusively to the operation of the PROGRAM and maintenance of the PREMISES, and will be strictly accounted for as provided herein. Such funds shall not be comingled with other funds of LATA unrelated to this AGREEMENT and/or the operation and maintenance of the PREMISES. If for any reason LATA 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 of this AGREEMENT. LATA may charge its PROGRAM participants appropriate fees for programs, services, and/or activities offered by LATA on the PREMISES, which must be similar to fee amounts charged by other agencies or organizations providing similar programs in the immediate and/or surrounding community.

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

12. **Consideration.** LATA'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, LATA shall pay a Cost Recovery Reimbursement Fee ("CRRF") to RAP for costs related to utility, solid waste disposal (trash), and staff impacts incurred by RAP, which are associated with LATA's use of the PREMISES and not paid directly to respective service providers, as further described below. The total monthly CRRF is Four Hundred Thirty-Three Dollars (\$433.00), to be paid by LATA to RAP, due by the 10th of each month for that current month. The CRRF is subject to change by the BOARD with written notice of no less than sixty (60) days in advance. A breakdown of the total CRRF is provided below in each CRRF category.
 - (i) **Utilities.** Pursuant to the RAP policy regarding utility payments for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the Board on July 13, 2011 (Report No. 11-202), the estimated, annual pro-rata share of utility expenses (electricity and water) generated by LATA's operations at the PREMISES shall be borne by LATA. The estimated monthly utility expense for LATA is One Hundred Twelve Dollars (\$112.00), and shall be paid by LATA to RAP through utility fee reimbursements, which is included in the total monthly CRRF in paragraph 11(a) above.
 - (ii) **Trash and solid waste disposal.** Pursuant to RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the Board on February 1, 2012 (Report No. 12-028), removal of solid waste (trash) and recyclables generated by LATA's operations at the

PREMISES shall be at the sole expense of LATA. The estimated, monthly pro-rata share that LATA shall pay to RAP is Eighty-Five Dollars (\$85.00) as its monthly waste removal fee, which is the agreed upon cost of solid waste and recyclables removal and/or disposal, which is included in the total monthly CRRF in paragraph 11(a) above.

- (iii) Staff Impact. Pursuant to the RAP policy regarding the impact(s) on RAP staff resulting from the operational activities conducted by non-profit organizations on park property, approved by the Board on July 19, 2012 (Report 12-217), LATA shall pay to RAP a monthly Staff Impact fee in the amount of Two Hundred Thirty-Six Dollars (\$236.00), which is included in the total monthly CRRF in paragraph 11(a) above.
- b. Telephone and data lines. LATA shall be responsible for the cost of telephone and data lines utilized by LATA on the PREMISES and shall pay such costs directly to the service provider. CITY shall bear no costs in regards to the telephone and data lines on the PREMISES that LATA uses.
- c. Cost Recovery Reimbursement Fee Payments. Payment of Cost Recovery Reimbursement Fees shall be by check, money order, or cashiers check made payable to "City of Los Angeles Department of Recreation and Parks." RAP at its discretion may provide courtesy invoices, but LATA is wholly responsible for timely payment of the Cost Recovery Reimbursement Fee regardless of written notification which is not required. Payments are to be mailed to:

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

13. **Alterations, Improvements and Replacements.** No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PREMISES without prior written authorization by RAP, which written authorization shall not be unreasonably withheld or delayed. Should LATA propose a capital improvement project to be performed on the PREMISES by LATA, in accordance with Section 13 below, LATA shall provide RAP detailed information and specifications for review and written approval by RAP, which approval shall not be unreasonably withheld or delayed, including but not limited to an explanation of the project scope of work, design or architectural plans,

renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by RAP. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of LATA.

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

14. **Capital Project Proposal.** When proposing a capital improvement project involving any alterations, additional improvements, and/or replacements to the PREMISES, LATA 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, LATA will be authorized to perform any required preliminary work or site assessments, either through a right-of-entry permit if required, or RAP's authorization and/or this AGREEMENT.
 - c. Depending on the scope of work and magnitude of the proposed project, LATA may be assessed an administrative fee for project review and all services provided by RAP staff. Such fee (if any) shall not exceed an amount that is equal to two percent (2%) of the construction hard costs, and shall be paid to the "City of Los Angeles Department of Recreation and Parks". Thirty percent (30%) of such fee shall have been paid upon completion of the RAP review and approval prior to completion of the project, with the remaining seventy percent (70%) of such fee to be paid by LATA upon completion of the project.
 - d. If necessary and pursuant to the recommendation of the City Attorney, a development agreement shall be prepared to set forth the terms and conditions under which the proposed project shall be implemented, depending on the scope of work and project magnitude.
 - e. When prepared, LATA shall submit fifty percent (50%) and ninety percent (90%) complete design drawings for RAP review and

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approval. Upon RAP's approval, all design and architectural work shall be completed by a California licensed architect and/engineer.

- f. PARTIES shall submit a proposed development agreement and final plans and specifications, respectively, to the BOARD for its consideration and final project approval.
- g. LATA 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. LATA shall submit approved plans and specifications for final approval to:

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

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

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

- a. LATA 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 LATA sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to LATA.
- b. If any of the required insurance contains aggregate limits or applies to other operations of LATA outside of this AGREEMENT, LATA shall

give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in LATA's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. LATA 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, LATA 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 LATA.
 - d. LATA's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may either (i) provide LATA five (5) calendar days written notice of such failure, upon receipt of which LATA shall have five (5) calendar days to cure such failure or CITY shall have the right to terminate the AGREEMENT or, (ii) at its discretion, pay to procure or renew such insurance to protect CITY's interest. LATA agrees to reimburse CITY for all money so paid.
- 16. Indemnification.**

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in Interest, LATA 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, attorneys' 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 LATA's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of a negligent act, error, or omission by LATA, 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.

17. **Casualty and Condemnation.** LATA shall be excused from its obligations in this AGREEMENT including, without limitation, the payment of the CRRF, the operation, maintenance and repair of any portion of the PREMISES or any improvement thereon that is damaged by casualty or taken by condemnation until any such portion or improvement is restored to at least its condition prior to said casualty or condemnation. CITY shall not be obligated to restore the PREMISES damaged by casualty in whole or in part. If CITY chooses not to restore the PREMISES, CITY shall provide notice to LATA thereof within thirty (30) days of such casualty, and this AGREEMENT shall terminate upon LATA's receipt of such notice. If the PREMISES is taken by condemnation, CITY shall provide notice to LATA thereof within thirty (30) days of such taking, and this AGREEMENT shall terminate upon LATA's receipt of such notice, and CITY shall not be obligated to provide LATA a replacement property for LATA's use.
18. **Hazardous Substances.** PARTIES agree that the PREMISES shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. LATA shall use the PREMISES in compliance with laws pertaining to hazardous substances. 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 LATA to any governmental agency or third party under applicable statute.
19. **Filming.** It is the policy of the City of Los Angeles to facilitate the use of City-controlled properties as film locations when appropriate. RAP has established a Park Film Office to coordinate use of park property for film production purposes. Any commercial filming at the CENTER and/or PREMISES shall be subject to approval by RAP and the Film Office, whose consent shall not be unreasonably withheld, conditioned, or delayed. Arrangements shall be established if possible, to ensure any such filming does not interfere with LATA's daily operations conducted at the PREMISES, unless agreed to in advance between LATA and the Park Film Office. All fees for use of park property by film production companies, including the CENER and PREMISES, shall be established and collected

by the Film Office in accordance with City and RAP policies. The Park Film Office may be reached at (323) 644-6220. LATA shall not charge any fees for film production conducted at the PREMISES.

- 20. Taxes and Possessory Interest.** LATA shall pay all taxes of whatever character that may be levied or charged upon the rights of LATA to use the PROPERTY, or upon LATA's improvements, fixtures, equipment, or other property thereon or upon LATA's operation hereunder. In addition, by executing this AGREEMENT and accepting the benefits thereof, a property interest may be created known as a "Possessory Interest" and such property interest will be subject to property taxation. LATA, 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.
- 21. Default by LATA.** The following occurrences shall constitute an event of default ("EVENT OF DEFAULT") under this AGREEMENT:
- a. Except where a specific time period is otherwise set forth for LATA's performance in this AGREEMENT, in which event the failure to perform by LATA within such time period shall constitute an EVENT OF DEFAULT by LATA under this Section 22, any failure by LATA to observe or perform any other material provision, covenant or condition of this AGREEMENT to be observed or performed by LATA where such failure continues for thirty (30) days after written notice thereof from CITY to LATA; provided that if the nature of such EVENT OF DEFAULT is such that the same cannot reasonably be cured within a thirty (30) day period, no EVENT OF DEFAULT shall be deemed to have occurred if LATA diligently commences such cure within such period and thereafter diligently proceeds to rectify and cure such EVENT OF DEFAULT;
 - b. LATA materially fails in the performance of any provision or condition of this AGREEMENT, such as failure to maintain required insurance coverage beyond the notice and cure period, failure to comply with applicable legal requirements, or failure to fulfill the obligation to operate, maintain and repair the PREMISES as specified herein; or
 - c. LATA attempts to assign its rights or obligations under this AGREEMENT without CITY's or RAP's prior written consent shall also constitute an EVENT OF DEFAULT.

- 22. Breach or Default by LATA – Remedies of CITY or RAP.** Upon the occurrence of one or more EVENTS OF DEFAULT by LATA, CITY and/or RAP may, at its election and without waiving any right to select any other remedy provided in this Section 24 or elsewhere in this AGREEMENT, initiate any of the following:
- a. Notice to Cure Event of Default. RAP may issue a written notice of EVENT OF DEFAULT to LATA, and if LATA does not cure said EVENT OF DEFAULT within sixty (60) calendar days of receipt of said notice, RAP may, by delivering a second written notice to LATA, terminate this AGREEMENT without further delay, whereupon LATA shall vacate the PREMISES within sixty (60) calendar days. For an EVENT OF DEFAULT involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.
 - b. RAP’s Right to Cure. RAP, at its sole discretion and with no obligation to do so, subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing EVENT OF DEFAULT by LATA, perform or cause to be performed any of LATA’s unperformed obligations under this AGREEMENT. RAP may enter the PREMISES and remain there for the purpose of correcting or remedying such EVENT OF DEFAULT. Such action by RAP shall not be deemed to waive or release said EVENT OF DEFAULT or RAP’s right to take further preventative action.
- 23. Notices.** Any notice, request for consent, or statement (“NOTICE”), that RAP or LATA 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 LATA 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 Section
City of Los Angeles Department of Recreation and Parks
221 N. Figueroa Street, Suite 180
Los Angeles, California 90039
Tel.: (213) 202-5600
Email: rap.partnerships@lacity.org

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If to LATA:

Los Angeles Theatre Academy
Attention: Ms. Alejandra Flores
1544 North Boylston Street
Los Angeles, CA 90012
Tel.: (323) 333-3787

24. **RAP Center Contact.** Elysian Park Recreation Center staff may be contacted at (310) 226-1402.
25. **Representations and Warranties.** CITY and LATA each represents and warrants to the other that it has full power and authority to execute this AGREEMENT and to perform its obligations and requirements hereunder. This AGREEMENT constitutes the valid and legal binding obligation of CITY and LATA, enforceable in accordance with its terms and conditions.
26. **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. LATA shall have no power to obligate or bind CITY in any manner whatsoever. Under no circumstances will LATA 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 LATA the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.
27. **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.
28. **Approval of Sub-Leases.** No sub-lease for space shall take effect unless approved by RAP, which approval shall not be unreasonably withheld or delayed. LATA shall require all individuals and organizations providing programs or services within the PREMISES to agree to abide by all conditions set forth in this AGREEMENT, as applicable to such programs or services.
29. **Safe Practices.** LATA shall shall cooperate in good faith with CITY in the investigation of accidents or deaths occurring at the CENTER or on the PREMISES. In the event of death or serious injury (requiring an emergency room hospital visit), LATA must notify the RAP Facility Director as soon as possible but no later than twenty-four (24) hours after LATA has knowledge of the incident by telephone call, with a follow up email notice. LATA shall

maintain at the PREMISES a record of non-serious injuries occurring on the PREMISES, copies of which shall be provided to the RAP Center contact referenced below upon receipt of a written request therefor. LATA shall keep internal documentation of the incident(s) occurring during the previous year and provide RAP with such information upon request.

30. **Ordinances and Standard Provisions.** The "Standard Provisions for City Contracts (Rev. 10/17 or current version)" are incorporated herein by reference and attached hereto as Exhibit-D. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 10/17 or current version)" and this AGREEMENT, the language of this AGREEMENT shall prevail. In addition, LATA will provide documentation of compliance with all required Ordinance Provisions as determined by CITY.
31. **Ratification.** At the request of CITY, and because of the need therefore, LATA began performance of the responsibilities herein required prior to the execution hereof. By its execution hereof, CITY hereby accepts such service subject to all the terms, covenants, and conditions of this AGREEMENT, and ratifies its AGREEMENT with LATA for such services.
32. **Incorporation of Documents.**

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

- Exhibit A: Site Plan
- Exhibit B: Program Description
- Exhibit C: Sample Performance Evaluation Form
- Exhibit D: Insurance Requirements and Instructions for Submission
- Exhibit E: Standard Provisions for City Contracts (Rev. 10/17)[v.3]

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

[SIGNATURE PAGE FOLLOWS]

Los Angeles Theater Academy Agreement
Elysian Recreation Center

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

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

By: _____
President

By: _____

By: _____
Secretary

Title: _____

Date: _____

By: _____

Title: _____

APPROVED AS TO FORM:

Date: _____

MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney

Date: _____

EXHIBIT A

SITE PLAN

**Elysian Park Recreation Center,
formerly known as Elysian Park Adaptive Recreation Center**

929 Academy Road, Los Angeles, CA 90012



Areas in Elysian Park Recreation Center building utilized by Los Angeles Theatre Academy (LATA)

Areas or rooms authorized for use by LATA include the stage, storage areas near the stage, gymnasium / auditorium, kitchen, adjacent outdoor playground, outdoor amphitheater, craft room and toilets. Kitchen use is shared with the Department of Recreation and Parks (RAP). The meeting room may be utilized when not in use by RAP staff and programs. LATA may not use the lobby for programming and activities. LATA may not use the facility director's office and weight room.

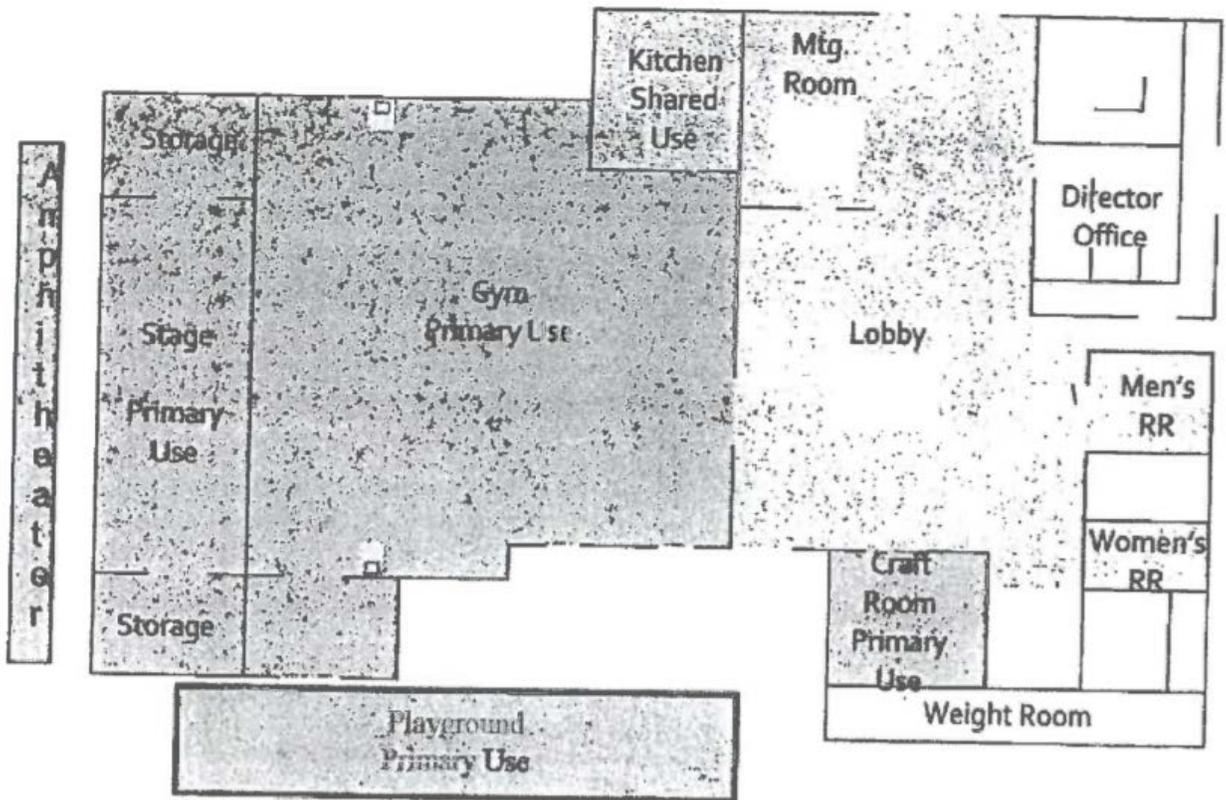


EXHIBIT B
Program Description

Institution of Performing Arts and After School Program for the Community of Los Angeles.

The Los Angeles Theatre Academy (LATA) proposes an offering of a community-based theatre program that involves community members in the theatre arts in addition to periodic offerings in the visual and communicative arts. The Los Angeles Theatre Academy (LATA) will expand artistic offerings to the community by building upon the foundation of its outstanding children's theatre company as it expands the arts programming at the amphitheatre.

The Los Angeles Theatre Academy (LATA) proposes a community-based theatre program involving local families in the arts. The program will expand its artistic offerings to the community not only through theatre classes, professional level performances and workshops for children and teens but also by providing classes in visual arts as well as music, dance and costume/set design. This will be done at the Elysian Recreation Center providing essential services in theatre arts productions.

The theatre program will remain open throughout the year and will produce a minimum of four stage productions in collaboration with members of the surrounding community. There will be productions throughout all the seasons to keep the theatre alive year-round with the presence of kids. The proposed programming schedule would include the following programs and after school enrichment activities:

- Seasonal Live Theatre Performances. Spring, Summer, Fall and Winter
- After School Program with emphasis on Performing Arts (Theatre)
- Summer/ Winter/ Spring Theatre Camp Supporting Working Parents
- Thanksgiving camp as per working parents request (Monday-Tuesday-Wednesday)
- Periodic visiting artists workshop as well as community leaders for children and teens

A Full-service non-profit arts space in service to the children of Los Angeles

Offering the following types of program:

*Surrounding Schools participate in the performing arts after school program.

*Music classes (guitar, ukulele, piano) and chorus program. Public presentations.

* Acting for Film and TV. TV-Film and video editing.

*Earth Science Workshop: Guided nature tours of the ecology of Elysian Park.

*Language Classes: Spanish and Chinese.

*Painting Classes: Watercolor and Pastel Classes.

*Teen & Adults Classes: Gardening, Pottery, Knitting, Yoga, Salsa Latin Dance, Flamenco, & Tango, Capoeira, Aerobics and more

*Possible performances for schools during day time.

*Possible International Exchange Theatre Camp program.

EXHIBIT C

Sample Performance Evaluation Form



City of Los Angeles Department of Recreation and Parks
PARTNERSHIP DIVISION

COMPLIANCE CHECK FOR PERFORMANCE REVIEW

PARTNER ORGANIZATION
PROJECT/PROGRAM
DEPARTMENT FACILITY(
ORGANIZATION TYPE <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
AGREEMENT TYPE <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
PERIOD COVERED

Payments made timely and accurately	
Provides required written reports including Annual Report	
Annual report data about the program is consistent with agreement terms including costs charged to participants	
Partner's annual budget is provided; sufficient funding is in place	
Partner is in good legal standing: check Sec of State website and (if applicable) 501(c)(3) status (attach printouts)	
Responsive in communications	
Performed and provided annual surveys of participants or about program	
Provided demographic information and analysis	
Marketing material provided; includes "In collaboration with the City of Los Angeles, Department of Recreation & Parks" and Department logo	
Partner web site links to the Department web site	
No unapproved marketing or public relations	
Insurance as determined by City Risk Manager is current: check website (attach printouts)	
Compliance with the other terms of the agreement	
Compliance Resolutions completed satisfactorily (if any)	
Public Complaints resolved (if any)	

New February 2012

Los Angeles Theater Academy Agreement
Elysian Recreation Center



**COMPLIANCE CHECK
PERFORMANCE REVIEW – PAGE 2**

ORGANIZATION
TITLE
PERIOD COVERED

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

<u>ADDITIONAL COMMENTS / RESULTS / RECOMMENDATIONS</u>

NAME AND TITLE OF EVALUATOR	
SIGNATURE OF EVALUATOR	DATE

ATTACHMENTS <input type="checkbox"/> Flyers and PR Materials <input type="checkbox"/> Insurance <input type="checkbox"/> Annual Report <input type="checkbox"/> Budget <input type="checkbox"/> Payment Summary <input type="checkbox"/> Legal/Insurance Status Printouts <input type="checkbox"/> Other _____

New February 2012

EXHIBIT D

Required Insurance and Minimum Limits

Name: Los Angeles Theatre Academy, Inc. Date: 05/15/2019

Agreement/Reference: Use of Elysian Recreation Center building to provide after-school care, summer and other school break day camps.
 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 - 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	
<hr/>		
<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"/> _____		
<hr/>		
<input checked="" type="checkbox"/> Automobile Liability	<u>(for any and all vehicles used for this contract, other than commuting to/from work)</u>	<u>\$1,000,000</u>
<hr/>		
<input type="checkbox"/> Professional Liability	<u>(Errors and Omissions)</u>	
Discovery Period	<u>12 Months After Completion of Work or Date of Termination</u>	
<hr/>		
<input type="checkbox"/> Property Insurance	<u>(to cover replacement cost of building - as determined by insurance company)</u>	
<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery	
<input type="checkbox"/> Flood _____	<input type="checkbox"/> Builder's Risk	
<input type="checkbox"/> Earthquake _____	<input type="checkbox"/> _____	
<hr/>		
<input type="checkbox"/> Pollution Liability		
<input type="checkbox"/> _____		
<hr/>		
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds		<u>100% of the contract price</u>
<input type="checkbox"/> Crime Insurance		
<hr/>		
Other:	_____	

Los Angeles Theater Academy Agreement
Elysian Recreation Center

(Rev. 05/18)

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

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

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

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

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

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

EXHIBIT E

Standard Provisions for City Contracts

(TO BE ATTACHED AS A SEPARATE DOCUMENT)