

APPROVED

JUNE 18 2020

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 20-100

DATE June 18, 2020

C.D. 8

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: ALGIN SUTTON RECREATION CENTER - AGREEMENT WITH LOS ANGELES BROTHERHOOD CRUSADE - BLACK UNITED FUND, INC., FOR OPERATION OF THE "SOCCER FOR SUCCESS" AFTER-SCHOOL PROGRAM FOR YOUTH

AP Diaz	_____	S. Piña-Cortez	_____
H. Fujita	_____	C. Santo Domingo	_____
V. Israel	_____	* N. Williams	<u>now</u>

N. Williams

General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve a proposed three (3) year agreement, in the form attached hereto as Attachment 1 (Agreement), between the Department of Recreation and Parks (RAP) and the Los Angeles Brotherhood Crusade-Black United Fund, Inc. (Brotherhood), a 501(c)(3) non-profit organization, setting forth the terms and conditions for Brotherhood's use of the existing synthetic soccer field at Algin Sutton Recreation Center (Center), to operate the "Soccer for Success" After-School Soccer Program for youth, subject to appropriate approvals;
2. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the Agreement to the City Attorney for review and approval as to form; and,
3. Authorize the Board President and Secretary to execute the Agreement upon receipt of the necessary approvals.

SUMMARY

Brotherhood is a California 501 (c)(3) non-profit corporation founded in 1968, whose principal mission is building and sustaining an institution that raises funds and resources from within the community, and distributing those funds directly back into the community. On June 11, 2014, the Board approved a gift agreement with Brotherhood for installation of a privately funded, synthetic-turf soccer field now commonly referred to as, "LA Galaxy Field at Algin Sutton Recreation Center" (Field), replacing the prior, worn and deteriorated natural-turf field (Report No. 14-151). Brotherhood's generous gift to the City of Los Angeles through RAP was made possible through charitable contributions to Brotherhood from the Los Angeles Galaxy Foundation, United States Soccer Foundation, California Endowment, Cal South Soccer Foundation, and The Leon Lowenstein Foundation.

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Since January 1, 2015, Brotherhood has operated the "Soccer for Success" after-school soccer program (Program) at the Field, initially under a three-year agreement approved by the Board on November 5, 2014 (Report No. 14-279), and executed on April 15, 2015, for boys and girls ages five (5) to eighteen (18), free to participants at Brotherhood's own expense and with no direct cost to the City. Following said agreement's expiration in April of 2018, and because of certain changes in Program operations in conjunction with RAP's expanded operation of youth soccer league programming at the Field, Brotherhood was issued Right-of Entry Permit No. PD-ROE-087, with subsequent Amendments 1 and 2 executed in March of 2019 and 2020, respectively. Through planning and coordination discussions between the Center's Director in Charge (DIC) and Brotherhood, a revised Field schedule and use structure was prepared allowing for Brotherhood to continue operating the Program through youth soccer clinics and camps, which complement the Center's youth soccer leagues at the Field.

As provided in the Agreement, the Program will be operated by Brotherhood three (3) days per week (Monday, Wednesday, and Friday - 2:00 p.m. to 5:30 p.m.), with each day's activities comprising two (2) ninety (90) minute sessions, and thirty (30) minutes before and after for set up and breakdown, 1:30 pm to 2:00 pm and 5:30 pm to 6:00 pm, respectively. Daily programming consists of nutrition and related education, character development, physical and recreational activities, including but not limited to practice drills, skills training, and intra-squad scrimmage. The Program, which is free to participants, has benefitted many youth participants in developing their soccer skills and helping shape their character.

RAP has primary use of the Field during all days and times not allocated to Brotherhood, with the understanding that RAP's use of the Field on Tuesdays and Thursdays from 3:00 pm to 6:00 pm, and Saturday mornings from 8:00 a.m. to 12:00 p.m., will focus on RAP recreational programming (leagues and tournaments) for youth. The intent is that Brotherhood's Program, which consists primarily of soccer clinics, and RAP's programming, which consists primarily of leagues and tournaments, will complement each other, thus optimizing available recreational resources to the benefit of local youth. RAP's use of the Field during weekdays (Monday thru Friday) from 7:00 pm to 10:00 pm, and all day on Sundays is reserved for RAP permitting, as coordinated between Center staff and RAP's Municipal Sports Section.

Brotherhood's operation of the Program and fulfillment of its obligations and commitments will continue to be monitored and evaluated through the Partnership Section's annual performance review process.

FISCAL IMPACT

The proposed Agreement will have no adverse impact on RAP's General Fund, as costs associated with Program operations will be paid by Brotherhood, at no expense to the RAP. Future Field maintenance will be funded through the existing maintenance budget and future requests through the annual budget process.

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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 facilities

Result: Continue providing youth access to soccer programs

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 BROTHERHOOD CRUSADE – BLACK UNITED FUND, INC.
FOR THE OPERATION OF A
SOCCER FOR SUCCESS YOUTH AFTER-SCHOOL PROGRAM
AT ALGIN SUTTON RECREATION CENTER**

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 Board of Recreation and Park Commissioners (“CITY”), and Los Angeles Brotherhood Crusade – Black United Fund, Inc., a California 501(c)(3) non-profit corporation (BROTHERHOOD). CITY and BROTHERHOOD may be referred to herein individually as “PARTY” or collectively as “PARTIES.”

WHEREAS, CITY, through its Department of Recreation and Parks (“RAP”), owns and operates real property commonly referred to as Algin Sutton Recreation Center (PARK), located at 8800 South Hoover Street, Los Angeles, California, 90044, which contains a synthetic surface soccer field known as “Los Angeles Galaxy Field at Algin Sutton Recreation Center” (FIELD), as depicted on the site map attached hereto and incorporated herein by reference as Exhibit A; and,

WHEREAS, BROTHERHOOD’s mission as a charitable organization is building and sustaining an institution that raises funds and resources from within the community and distributes those funds directly back into the community; and,

WHEREAS, BROTHERHOOD has agreed to operate, at its own expense and at no cost to the CITY, the United States Soccer Foundation’s (US Soccer Foundation) “Soccer for Success” youth after-school program (PROGRAM) for boys and girls ages 5-18 which is funded by the US Soccer Foundation, to be conducted at the FIELD during specified days and times throughout the three (3) year term of this AGREEMENT, in coordination with RAP staff, subject to BROTHERHOOD’s receipt of awarded grant funds from the US Soccer Foundation, in accordance with the terms and conditions of this AGREEMENT; and,

WHEREAS, CITY desires to accept this offer of PROGRAM services and to authorize BROTHERHOOD to use the FIELD for such purposes, in accordance with the terms and conditions of this AGREEMENT and as more fully described by the Program Description attached hereto and incorporated herein by reference as Exhibit B; and,

WHEREAS, CITY has approved this Agreement at the meeting of the Board of Recreation and Park Commissioners (“BOARD”) on _____ *date* (Board Report No. *XX-XX*).

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

1. USE OF THE FIELD.

In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to BROTHERHOOD by this AGREEMENT, the non-exclusive use of the FIELD at the PARK for the operation of the PROGRAM as described herein, which shall be performed by BROTHERHOOD in accordance with the terms and conditions of this AGREEMENT. RAP shall have no obligation to provide staff, supplies, equipment, services, or funding for the operation of the PROGRAM, and if such is requested from RAP by BROTHERHOOD, BROTHERHOOD agrees to reimburse RAP for any financial impacts resulting from RAP's provision of such, in accordance with RAP standard Schedule of Rates and Fees and/or permitting requirements.

2. TERM AND TERMINATION.

The term of this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be a maximum of **three (3) years** from the COMMENCEMENT DATE, subject to annual performance evaluations (ANNUAL PERFORMANCE REVIEWS) more fully described below in Section 3 of this AGREEMENT.

- a. Commencement and Expiration. This AGREEMENT shall take effect on the COMMENCEMENT DATE above, and shall end upon the expiration of the TERM.
- b. Termination. In addition to the City's right terminate this AGREEMENT for an uncured breach or default as set forth in Section 19, CITY and BROTHERHOOD may terminate this AGREEMENT upon written notice of termination given to the other party no less than sixty (60) days prior to the date of termination.
- c. Cease to Operate. The phrase "cease to operate" shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of BROTHERHOOD'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 BROTHERHOOD's purposes or function as contained in BROTHERHOOD's corporate charter or grant of non-profit status ("Stated Purposes"); (iii) a material change in the delivery of services by BROTHERHOOD from that described herein; or (iv) the failure of BROTHERHOOD to use the FIELD for any of the PERMITTED USES or any other default of the terms and conditions or other obligations contained in this AGREEMENT, for a consecutive period of sixty (60) calendar days; unless prevented from doing so because of damage, destruction, major repairs or

refurbishment of the improvements within the FIELD, or for reasons beyond BROTHERHOOD's control. Under such circumstances, BROTHERHOOD shall immediately cease and desist from all use of the FIELD, and this AGREEMENT shall be deemed terminated upon BROTHERHOOD's receipt of such notification of immediate termination from RAP.

3. ANNUAL PERFORMANCE REVIEWS.

PARTIES mutually agree to a series of ANNUAL PERFORMANCE REVIEWS, which shall be conducted by the RAP General Manager or his or her designee, to determine the feasibility and benefit of continuing the collaborative relationship between the PARTIES under this AGREEMENT.

- a. Continuance of the CITY's collaboration with BROTHERHOOD under this AGREEMENT shall be contingent upon a favorable ANNUAL PERFORMANCE REVIEW, which shall include, but not be limited to:
 - (i) An evaluation of BROTHERHOOD's compliance with the terms and conditions of this AGREEMENT;
 - (ii) Fulfillment of BROTHERHOOD's obligations under this AGREEMENT for the operation of the PROGRAM at the FIELD, specifically, as described under the PERMITTED USES specified herein, and further defined by BROTHERHOOD's Program Description attached hereto and incorporated herein by reference as Exhibit B;
 - (iii) Adequacy of BROTHERHOOD's funding provided by the US Soccer Foundation to continue operating the PROGRAM for the benefit of Los Angeles youth throughout the TERM of this AGREEMENT;
 - (iv) The volume of the public's participation in the PROGRAM; and,
 - (v) BROTHERHOOD's cooperation with CITY staff.
- b. Every year during the TERM of this AGREEMENT, for purposes of completing the ANNUAL PERFORMANCE REVIEW process, BROTHERHOOD shall submit to RAP during the period of January 1st through February 1st of each year, an annual performance or program report ("PERFORMANCE REPORT") based on the prior calendar year's PROGRAM activities. This PERFORMANCE REPORT shall include, but not be limited to:
 - (i) Data on participants and program results;
 - (ii) Copies of marketing, recruitment, and press materials; and,
 - (iii) Discussion of program changes or challenges.

- c. The RAP General Manager or his or her designee reserves the right to request additional materials or clarifying information following an initial 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 recreational and operations and maintenance staff at the PARK. A sample Performance Report 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 BROTHERHOOD as well as the continued collaboration under this AGREEMENT. CITY shall not unreasonably withhold its determination of the ANNUAL PERFORMANCE REVIEW.

4. ACCESS TO THE FIELD.

BROTHERHOOD and any authorized third party associated with the PROGRAM at the FIELD will abide by the terms and conditions expressed in this AGREEMENT and will cooperate fully with CITY's employees in the performance of their duties. Any third-party participation in the PROGRAM shall be supervised by BROTHERHOOD at all times while such third party is present on the FIELD, and RAP on-site Staff shall be made aware of such third-party activities. Use of the FIELD by RAP shall take precedence during time periods other than the days and hours of use allocated to BROTHERHOOD under Section 6 of this AGREEMENT. Authorized representatives, agents, and employees of CITY shall have the right to enter the FIELD for purposes of fulfilling their normal duties, performing inspections, conducting events or programs, or in case of emergencies. If required for public safety as may be determined by the CITY, CITY may immediately suspend and/or terminate BROTHERHOOD activities involving the FIELD.

5. PERMITTED USES.

BROTHERHOOD shall not expand and/or change the scope of PERMITTED USES without the prior written approval and consent of the BOARD through an amendment to this AGREEMENT. BROTHERHOOD, at its sole cost and expense, shall:

- a. Provide the PROGRAM, consisting of youth soccer activities including but not limited to, nutrition information and awareness, character development, practice drills and skills development, and intra-squad scrimmages, in accordance with the Program Description attached hereto and incorporated herein by reference as Exhibit-B.
- b. Operate on the FIELD only during the specified days and hours listed below in Section 6 of this AGREEMENT.

- c. Be authorized to place a storage container ("CONTAINER") on site at a pre-designated location within PARK grounds in the vicinity of the existing baseball field. Such CONTAINER shall measure in size up to approximately 6' x 6' x 6', and be used solely for purposes of storing soccer equipment associated with the operation of the PROGRAM. BROTHERHOOD agrees that it shall be solely responsible for the security and maintenance of the CONTAINER and its contents, as CITY shall bear no responsibility or liability for any damage and/or necessary repairs or replacement caused by normal wear and tear, neglect, accident or vandalism, including graffiti; nor loss of its contents due to theft.
- d. Provide sufficient staff necessary to perform the operation of the PROGRAM, including the provision of services as agreed to herein, providing all materials, supplies, equipment, and funds necessary to operate the PROGRAM permitted herein, to the reasonable satisfaction of the CITY.
- e. Ensure BROTHERHOOD's protocol for selecting and authorizing any person to participate in PROGRAM activities on the FIELD complies with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors and subcontractors engaging in the PERMITTED USES described herein, including maintenance, such as, certifications, licensing, background checks, and finger printing.
- f. Ensure that no photographs of minors or depiction of their likeness is included in any publication without obtaining prior written consent from the child's parent or legal guardian.
- 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 one of the PERMITTED USES authorized herein, and therefore shall not be permitted to occur on the FIELD under any circumstances.
- h. Not sub-let or issue any permit for use of the FIELD, unless first approved in writing by the RAP General Manager or his or her designee.
- i. Comply, and ensure any of BROTHERHOOD's employees, volunteers and authorized third parties complies, with all applicable CITY, State and Federal rules, laws and regulations in the performance of this AGREEMENT and in the operation of the PROGRAM.
- j. Be responsible for the actions of all individuals and/or organizations participating in the PROGRAM at the FIELD, and shall ensure that such individuals and/or organizations agree in writing to abide by all conditions set forth in this AGREEMENT.

6. DAYS AND PERIODS OF USE.

PARTIES understand that the intended use of the FIELD is primarily, but not exclusively, to be used by RAP, and BROTHERHOOD will operate the PROGRAM for the provision of soccer programs and recreational opportunities provided to, and for the benefit and enjoyment of, the youth of Los Angeles during the hours of 2:00 pm to 5:30 pm, Monday, Wednesday, and Friday, in accordance with the respective days and times of use specified below.

- a. BROTHERHOOD shall be entitled to use the FIELD to provide the PROGRAM during the days and times specified below (“PERMITTED TIMES”):
 - (i) PROGRAM Days of Operation: Monday, Wednesday, and Friday.
 - (ii) PROGRAM Hours: 2:00 p.m. – 5:30 p.m.
 - (iii) Access for PROGRAM preparation and clean-up: Monday, Wednesday, Friday 1:30 p.m. – 2:00 p.m. and 5:30 p.m. – 6:00 p.m.
 - (iv) BROTHERHOOD is authorized to operate the following two (2) PROGRAM periods (Seasons) during the TERM of this AGREEMENT:
 - Spring – March through May
 - Summer – Subject to coordination with the PARK Director-in-Charge or RAP assigned designee. Upon determination of a mutually acceptable PROGRAM schedule in coordination with RAP programming schedule(s), the agreed upon schedule will be shared between RAP and BROTHERHOOD for their records.
 - (v) Special Events: BROTHERHOOD may make requests for use of the FIELD or portions thereof for special events and activities other than operations, repair or maintenance by completing a “Building Use Application” at least thirty (30) days in advance of the particular activity or event and submitting it to PARK Director-in-Charge. No application fees will be charged for such special events if conducted during PERMITTED TIMES. For any special events, fundraising, or other activities conducted during times other than PERMITTED TIMES, such events and/or activities may be subject to RAP permitting requirements, including permit fees and staff costs (supervision, security, maintenance, clean up, break-down, etc.) if applicable.

Upon approval by RAP, which shall not be unreasonably withheld, the special event or activity hours may be extended beyond normal closing time but not beyond 10:30 p.m., in accordance with Los Angeles Municipal Code Section 63.44.

- (vi) BROTHERHOOD shall cooperate with RAP personnel and Park staff on all matters relative to the conduct of operations or any activity, event, and/or special use or fundraiser, including concerns related to parking, traffic, security, and attendance.
 - (vii) Any modification or adjustment to the PERMITTED TIMES shall be requested in writing by BROTHERHOOD to the PARK Director In Charge. RAP, at its sole discretion, reserves the right to determine if PERMITTED TIMES shall be changed.
- b. RAP shall use the FIELD for its recreational programs and/or permit its use to other organizations during days and times not allocated to BROTHERHOOD.
 - c. RAP shall retain use of the FIELD when not in use by BROTHERHOOD during its PERMITTED TIMES.

7. PARKING.

During the Term of this Agreement and during the PERMITTED TIMES specified above in Section 6 of this Agreement, BROTHERHOOD, its staff, and public patrons and/or guests, whether involved or not in BROTHERHOOD activities at the FIELD or PARK, shall have the non-exclusive right to park vehicles within any available parking spaces at the PARK on a first-come-first-served basis. Exclusive or designated parking shall not be allowed.

8. MAINTENANCE AND REPAIR OF FIELD AND CONTAINER.

During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, BROTHERHOOD shall keep the FIELD and CONTAINER in a clean condition and shall be responsible for pick up and disposal of any trash and debris left following BROTHERHOOD'S use of the FIELD. The FIELD shall be left a condition suitable for RAP use following BROTHERHOOD's use.

BROTHERHOOD shall immediately repair, or cause to be repaired, any damages to the FIELD which occur during BROTHERHOOD's operations, or that is caused by BROTHERHOOD's use of the FIELD; BROTHERHOOD recognizes that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the FIELD immediately cease.

No offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, shall be permitted or allowed to remain on the FIELD.

9. FUNDING.

BROTHERHOOD shall maintain sufficient funds available to operate the PROGRAM as described herein, in accordance with the Program Description attached hereto as Exhibit B. If for any reason BROTHERHOOD fails to secure funding to carry out its obligations and commitments under this AGREEMENT, CITY may terminate this AGREEMENT pursuant to a Breach and Default of this AGREEMENT. No fees shall be charged to participants in programs conducted under this AGREEMENT.

10. CONSIDERATION.

Pursuant to the terms and conditions of this AGREEMENT, the consideration for this AGREEMENT in exchange for BROTHERHOOD's use of the FIELD, shall be the provision of the PROGRAM at no charge for the benefit of the general public, particularly the youth of Los Angeles, and at no cost to the CITY. CITY shall have no responsibility for payment of any fees for the provision of the PROGRAM at the FIELD.

11. INSURANCE.

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

- a. BROTHERHOOD shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving BROTHERHOOD thirty (30) calendar days written notice.
- b. If any of the required insurance contains aggregate limits or applies to other operations of BROTHERHOOD outside of this AGREEMENT, BROTHERHOOD shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. BROTHERHOOD shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within thirty (30) 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, BROTHERHOOD 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 BROTHERHOOD.
- d. BROTHERHOOD's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate this AGREEMENT, or, at its discretion, pay to procure or renew such insurance to protect CITY's interest, and BROTHERHOOD agrees to reimburse CITY for all money so paid for such procurement or renewal.
- e. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of BROTHERHOOD's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

12. INDEMNIFICATION.

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

13. WAIVER OF DAMAGES.

BROTHERHOOD hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the FIELD or which may otherwise arise by reason of

the use of FIELD pursuant to this AGREEMENT, and release and discharges the CITY from any claims therefore.

14. CASUALTY AND CONDEMNATION.

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

15. PUBLICITY.

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

BROTHERHOOD agrees that any public release or distribution of information related to this AGREEMENT or related project, 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"

16. SIGNAGE.

No signs or banners of any kind shall be displayed by BROTHERHOOD unless previously approved in writing by the BOARD when required pursuant to RAP policy and protocol(s), and/or the RAP General Manager or his or her designee. RAP may require removal or refurbishment, at BROTHERHOOD's expense, of any sign previously approved by RAP and installed, or caused to be installed, by BROTHERHOOD. On signage at the FIELD, BROTHERHOOD shall provide the following credit or as proportions of signage allow similar credit as approved by RAP in writing:

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

17. FILMING.

It is the policy of the City of Los Angeles to facilitate the use of City-controlled properties as film locations when available and appropriate. RAP has established a Park Film Office to coordinate and document the use of park property for film production purposes. Any commercial filming at the FIELD shall be subject to approval by RAP and the Film Office. All fees for use of the FIELD by film production companies 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. BROTHERHOOD shall not charge any fees for film production conducted at FIELD.

18. BREACH OR DEFAULT BY BROTHERHOOD.

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

BROTHERHOOD shall not be considered in breach or default of this AGREEMENT should BROTHERHOOD not be able to provide PROGRAM services due to reasons beyond its control, such as in the case of declared emergencies due to pandemics and natural disasters such as earthquakes.

19. BREACH OR DEFAULT BY BROTHERHOOD – CITY'S REMEDIES.

Upon the occurrence of one or more events of breach or default by BROTHERHOOD, CITY may, at its election and without waiving any right to select any other remedy provided in this Section or elsewhere in this AGREEMENT, initiate any of the following:

- a. Notice to Cure Breach or Default. CITY may issue a written notice of breach or default to BROTHERHOOD, and if BROTHERHOOD does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may, by delivering a second written notice to BROTHERHOOD, terminate this AGREEMENT without further delay, whereupon BROTHERHOOD shall terminate its activities at the FIELD within fourteen (14) calendar days. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.
- b. CITY's Right to Cure. CITY at its sole discretion and with no obligation to do so, subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing breach or default by BROTHERHOOD, perform or cause to be performed any of BROTHERHOOD's unperformed obligations under this AGREEMENT. CITY may enter the FIELD and remain there for the purpose of correcting or remedying the continuing breach or default. Such action by CITY shall not be deemed to waive or release said breach or any default or CITY's right to take further, preventative action.

20. NOTICES.

Any notice, request for consent, or statement ("NOTICE"), that CITY or BROTHERHOOD is required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below. Either CITY or BROTHERHOOD may designate a different address for any NOTICE by written statement to the other in accordance with the provisions of this Section. NOTICES shall be delivered personally or sent by confirmed facsimile transmission, by reliable courier providing tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested.

All NOTICES shall be addressed as follows:

- | | |
|-----------------|---|
| If to CITY: | City of Los Angeles
Department of Recreation and Parks
Attn: Partnership Section
221 North Figueroa Street, Suite #180
Los Angeles, California 90012
Tel.: (213) 202-5600 |
| With a copy to: | City of Los Angeles
Department of Recreation and Parks
Pacific Region Superintendent
1670 Palos Verdes Drive North
Harbor City, California, 90710
Tel: (310) 548-7675, Fax: (310) 832-5373 |

If to BROTHERHOOD: Brotherhood Crusade – Black United Fund
Attn: Charisse Bremond Weaver, Executive Director
200 East Slauson Avenue
Los Angeles, California, 90011
Tel: (323) 846-1649, Fax: (323) 235-5536

21. RAP DIRECTOR-IN-CHARGE.

BROTHERHOOD shall at all times abide by the rules and regulations adopted by RAP or that may hereafter be adopted, and shall cooperate fully with RAP employees in the performance of their duties. For daily operational concerns with the facility and to coordinate programming schedules, BROTHERHOOD shall contact:

Deanna Tunstalle, Recreation Facility Director
Algin Sutton Recreation Center
8800 South Hoover Street
Los Angeles, CA 90044
Tel.: (323) 753-5808

22. REPRESENTATIONS AND WARRANTIES.

CITY and BROTHERHOOD 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 BROTHERHOOD, enforceable in accordance with its terms and conditions.

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

24. 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.

25. ORDINANCES AND STANDARD PROVISIONS.

The "Standard Provisions for City Contracts (Rev. 10/17) [v.3]" are incorporated herein by reference and attached hereto as Exhibit E. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 10/17) [v. 3]" and this AGREEMENT, the language of this AGREEMENT shall prevail. In addition, BROTHERHOOD will provide documentation of compliance with all required Ordinance Provisions as determined by CITY.

26. MERCHANDISE.

No merchandise shall be sold or authorized to be sold by BROTHERHOOD, on the FIELD or at the PARK.

27. SAFETY PRACTICES.

BROTHERHOOD shall correct violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents or deaths occurring on the FIELD or PARK. In the event of death or serious injury (requiring an emergency room hospital visit), BROTHERHOOD must notify the Director-in-Charge at Algin Sutton Recreation Center as soon as possible but no later than twenty-four (24) hours after the incident. Notice of non-serious injuries occurring on the FIELD or PARK, shall be provided to the Director-in-Charge at Algin Sutton Recreation Center within seventy-two (72) hours. BROTHERHOOD shall keep internal documentation of the incident(s) and provide the RAP General Manager or his or her designee with such information upon request.

28. SUSPECTED CHILD ABUSE.

BROTHERHOOD or BROTHERHOOD's parents, volunteers, agents, contractors and subcontractors, and/or any person participating in BROTHERHOOD's PROGRAM or activities at the FIELD must contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at FIELD. BROTHERHOOD will notify the Director-in-Charge at Algin Sutton Recreation Center within twenty-four (24) hours of any such report.

29. RATIFICATION.

At the request of RAP, and because of the need therefore, BROTHERHOOD may have begun performance of the responsibilities herein required prior to the execution hereof. By its execution hereof, RAP hereby accepts such services subject to all the terms, covenants, and condition of this AGREEMENT, and ratifies its AGREEMENT with BROTHERHOOD for such services.

30. INCORPORATION OF DOCUMENTS.

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

Exhibit A: Site Map

Exhibit B: Soccer for Success Program Description

Exhibit C: Annual Performance Report

Exhibit D: Insurance Requirements and Instructions

Exhibit E: Standard Provisions for City Contracts (v.3 Rev. 10/17)

In order of precedence in resolving conflicting language, if any, in the documents shall be: 1) This AGREEMENT exclusive of attachments; 2) Exhibit A; 3) Exhibit B; 4) Exhibit E; 5) Exhibit D; 6) Exhibit C.

[SIGNATURE PAGE TO FOLLOW]

Los Angeles Brotherhood Crusade
Algin Sutton Recreation Center Agreement

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 BROTHERHOOD CRUSADE – BLACK UNITED FUND, INC., a California 501(c)(3) non-profit corporation

By: _____
President

By: _____

By: _____
Secretary

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney

Date: _____

Exhibit A

Site Map

Los Angeles Galaxy Field at Algin Sutton Recreation Center
8800 S. Hoover Street, Los Angeles, CA 90044



Exhibit B
Soccer for Success Program Description

Brotherhood Crusade Soccer for Success

Soccer for Success is a uniquely innovative program that combines physical activity with health and nutrition education and then integrates the resulting strategy with family and community engagement to create a comprehensive physical activity and nutrition education program. Ultimately, the **goal** is to significantly improve community health (both physical and public) in the marginalized community of South Los Angeles. As such, the **objective** is to increase physical activity, reduce obesity, improve nutrition education and increase community engagement by facilitating joint use agreements on school campuses and providing quality fee-free sports-based youth development and other physical activities to students, their families and every resident within the community.

Soccer for Success is an in and out of school time program which is free to the public and operated by Brotherhood Crusade at Algin Sutton Recreation center. The Program is to be conducted on Mondays, Wednesdays and Fridays for two 12-week sessions (Spring and Summer). The Program shall operate three days per week for one hundred eighty (180) minutes each day, through two (2) ninety (90) minute sessions in the afternoon. Daily programming consists of nutrition education, character development and one or more of four activities: Drills and Skills; Intra-Squad Scrimmage Games; Inter-Squad Scrimmage Games; and League or Tournament Games.

Soccer for Success targets eligible 5-18 year old low-income South Los Angeles youth of color, both male and female, their families and the residents of the communities in which they live. Eligibility for this free program is determined by household income based on federal free and fee-reduced lunch program eligibility, low- to moderate income criterion, and Supplemental Nutritional Assistance Program eligibility.

Evidence of Effectiveness: Program effectiveness includes observing participants either sustaining or improving their aerobic capacity, participants decreasing or maintaining their waist circumference size, participants improving their nutrition literacy, and participants who were either classified as overweight or obese at baseline moving out of the category and into a more improved classification. The program will have families engage in healthy lifestyles programming including nutrition education, healthy cooking, physical fitness and health education.

Culturally and Age Appropriate: *Soccer for Success* is also designed to be culturally and age appropriate. Four unique curricula exist: Grades K-2; Grades 3-5; Grades 6-8; and High School. Each focuses on the specific developmental needs of students in the specified age range (e.g., formal muscle strengthening is not prescribed for younger children, but may be incorporated into the program for high school youth) while ensuring moderate to vigorous physical activity that concentrates on aerobic activity, muscle strengthening and bone strengthening three days per week for a minimum of 60 minutes per day (*2008 Physical Activity Guidelines for Americans*). Moreover, in an effort to continuously improve and use evaluative feedback to inform correction, the curriculum has been updated four times in the last four years.

Similarly, the Experience has been specifically designed for low-income, highly urbanized South Los Angeles youth. On average, 70% of the diverse mentor coach staffing team are from and live in the community. Mentor coaches are trained with respect to issues that impact community residents such as gang violence-related trauma, poverty associated adverse public health conditions, gang culture and working with academically underperforming youth. In general, the program is designed to value diversity, conduct self-assessment, address issues that arise when different cultures interact, acquire and institutionalize cultural knowledge, and adapt to the cultures of the individuals and communities served. This is accomplished by providing an environment in which youth from diverse cultural and ethnic backgrounds feel comfortable discussing culturally derived health beliefs and sharing their cultural practices.

Staffing: *Soccer for Success* oversight is provided by an accredited project director who is responsible for community outreach; recruiting mentor/coaches, nutrition education instructors and volunteers; facilitating staff training & support; managing site relationships; supervising site coordinators; facilitating mentor/coach criminal background screening; and facilitating evaluation and monitoring.

Certified site supervisors help the director ensure compliance with all program requirements and effectuate program goals, objectives and desired outcomes by enrolling youth, their families and community residents; supervising mentor/coaches, instructors and staff; conducting the monitoring and evaluation of the program; and assigning mentor/coaches.

Head mentor/coaches are trained and experienced mentors that have also been certified through an industry-accepted and accredited program to facilitate instruction and train youth, their families, community members and staff in the fundamentals, rules and play of a particular sport.

Los Angeles Brotherhood Crusade
Algin Sutton Recreation Center Agreement

Trained mentor/coaches provide mentorship, instruction and supervision to program participants.

Space: It is anticipated that the programming at Algin Sutton Recreation Center will be conducted Mondays, Wednesdays and Friday in the after school hours. Appropriate equipment will be provided by Brotherhood Crusade for all activities. For example, every youth participating in the soccer program receives a jersey, shin guards, socks and ball.

Outreach: Outreach and recruitment is conducted in partnership with a school and local community outlets. Recruitment orientations at a school consist of assemblies where the program is demonstrated and then offered to the students. Parent recruitment is facilitated through the parent center. Various forms of media including radio and print are incorporated to engage community residents. Door-to-door community outreach is also conducted.

Success Measures: Once enrolled, participants are administered a series of baseline assessments designed to determine their basic physical fitness, aerobic capacity, body mass index (BMI), and neck and waist measures. These results are used for comparison purposes to monitor the participant's progress in realizing established objectives and ultimately to determine if, at the end of the programming period, the program was able to effectuate its desired outcomes. A full menu of assessments is conducted each quarter. This allows administrative staff to chart each participant's progress and modify the program, if necessary, to continuously improve programming. Primary assessment tools include the Brotherhood Crusade Grade-Specific Physical Education Assessment, which was developed in accordance with the Physical Education Model Content Standards for California Public Schools – 2005; the Brotherhood Crusade Stakeholder Evaluation, which ascertains parent, instructor/mentor coach, and peer input; and the Brotherhood Crusade Program Evaluation, which was developed using the six steps recommended in the Center for Disease Control's Framework for Program Evaluation in Public Health.ⁱ

¹ US Department of Health and Human Services, Centers for Disease Control and Prevention Morbidity and Mortality Weekly Report, Recommendations and Reports, Framework for Program Evaluation and Public Health, Atlanta, Georgia 30333, September 17, 1999, Vol. 48, No. RR-11.

Exhibit C

Annual Performance Report Questions



City of Los Angeles Department of Recreation and Parks Partnership Section

ANNUAL PERFORMANCE REPORT

ORGANIZATION NAME: _____

ADDRESS: _____

CONTACT NAME: _____ **PHONE NUMBER:** _____

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

Please send the completed Report to the Partnership Section at rap.partnerships@lacity.org, with "Annual Performance Report – *organization name*" on the subject line. You may contact Partnership Section staff at (213) 202-5600, should you have any questions.

A. PROGRAM

1. Describe the program and/or service(s) offered.
2. What are the hours of operation/sessions for the facility?
3. How many participants were enrolled during the performance period?
4. How many of the enrolled participants are from the community (within a 5-mile radius)?
5. How many employees does the organization have?
6. How many volunteers does the organization have?
7. Are any of the staff specialized, licensed, certified, or extraordinarily experienced in a specific field? Please explain briefly.
8. Is the organization able to accommodate participants who have special needs?
 - If so, what needs can be met?
 - Do any of the current, enrolled participants have special needs?
9. List the achievements and/or challenges that occurred during this performance period.
10. Please provide a copy of the schedule of events and activities that occurred during the performance period.

B. FINANCIAL

1. Provide the schedule of rates and fees for the public programs and services offered.
2. Did the rates/fees increase during this performance period?
3. Please provide a performance period Profit and Loss Report.
4. Please provide the Annual Budget for the upcoming performance period (fiscal year).
5. Please provide a copy of the organization's IRS most recent 990 form filed with the Internal Revenue Service (IRS).

C. OUTREACH

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

D. SAFETY COMPLIANCE

1. Are the organization's employees and volunteers fingerprinted under a Department of Justice background check?
2. What is the ratio of staff to participants?
 - Does this ratio satisfy applicable requirements for supervision and safety under industry regulations/guidelines?
3. Does all of the equipment and instructional supplies adhere to the appropriate safety specifications and requirements under standard industry guidelines and/or regulations?

E. ORGANIZATION COMPLIANCE

1. Is the organization in good legal standing as a nonprofit organization?
2. Does the organization sub-let any space to another entity?
3. Has the organization received any complaints?
 - If so, please describe the situation and how it was addressed/resolved.
4. Were any improvements or repairs to the facility performed by the organization or RAP? Please list the date(s) and name(s) of the entities involved, including RAP staff.
5. Does the organization have any staff or volunteer comments/issues/requests that the organization would like to discuss with RAP?

REQUIRED ATTACHMENTS (as applicable)

1. Annual Profit & Loss Report
2. Annual Schedule of Events and Activities
3. Program Handbook
4. Annual Budget for Upcoming Fiscal Year
5. Copy of IRS 990 form
6. Copies of:
 - Waiting List
 - Demographic Information (if applicable)
 - Annual Surveys of Participants
 - Marketing Materials
 - Insurance Confirmation Number (from Risk Management website)
 - Proof of 501(c)(3) status

Thank you for your cooperation in completing this process.

Exhibit D

Form Gen. 146 (Rev. 6/12)

Required Insurance and Minimum Limits

Name: Los Angeles Brotherhood Crusade - Black United Fund, Inc. Date: 4/10/2020

Agreement/Reference: Operation of a Soccer for Success Youth After-School Program at Algin Sutton RC

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

	Limits				
<hr/>					
<input checked="" type="checkbox"/> Workers' Compensation (WC) and Employer's Liability (EL)	<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: right;">WC</td> <td style="width: 50%; text-align: left;"><i>Statutory</i></td> </tr> <tr> <td style="text-align: right;">EL</td> <td style="text-align: left;">1,000,000</td> </tr> </table>	WC	<i>Statutory</i>	EL	1,000,000
WC	<i>Statutory</i>				
EL	1,000,000				
<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>	1,000,000
<input 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/>	

Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work) _____

Professional Liability (Errors and Omissions) _____
 Discovery Period _____

Property Insurance (to cover replacement cost of building - as determined by insurance company) _____

<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Flood _____ <input type="checkbox"/> Earthquake _____	<input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Builder's Risk <input type="checkbox"/> _____
---	--

Surety Bonds - Performance and Payment (Labor and Materials) Bonds _____

Crime Insurance _____

Other: Provided to: Raymond Chang @ RAP: ph: (213) 202-5681
If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <http://cao.lacity.org/risk/InsuranceForms.htm>
In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

(Rev. 05/18)

CITY OF LOS ANGELES
INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

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

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

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

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

Los Angeles Brotherhood Crusade
Algin Sutton Recreation Center Agreement

(<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.

Exhibit E

Standard Provisions for City Contracts

(DOCUMENT ATTACHED SEPARATELY)