

# APPROVED

MAY 20 2021

## BOARD OF RECREATION AND PARK COMMISSIONERS

**BOARD REPORT**

NO. 21-095

DATE May 20, 2021

C.D. Various

### BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH THE U.S. CENTER FOR SAFESPORT FOR THE EDUCATION AND TRAINING OF DEPARTMENT OF RECREATION AND PARKS STAFF AND VOLUNTEERS IN SUPPORT OF YOUTH SAFETY AND ABUSE PREVENTION IN SPORTS

AP Diaz	_____	* M. Rudnick	<u>MR</u>
H. Fujita	_____	C. Santo Domingo	_____
J. Kim	_____	N. Williams	_____

*M. Stuss*  
General Manager

Approved   X   Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

If Approved: Board President *Sylvia Patanunas* Board Secretary *H. Ainsworth*

### RECOMMENDATIONS

1. Approve the award and execution of an agreement between the City of Los Angeles (City) through the Department of Recreation and Parks (RAP), and the U.S. Center for SafeSport (SAFESPORT), a Colorado 501c(3) non-profit organization, attached hereto as Attachment 1, for the provision of education and training services relating to the protection of participants in youth sports from emotional, physical and sexual misconduct, for a term which commences on the date of execution of the agreement and terminates on December 31, 2028 (Agreement), subject to the approval of the Mayor and City Council, and approval of the City Attorney as to form;
  
2. Find, pursuant to Charter Section 371(e)(2), the services to be provided consist of professional, scientific, expert, technical and/or other special services of a temporary and occasional character for which competitive bidding is not practicable or advantageous, as it is necessary for RAP to develop SAFESPORT protocols and practices as a condition of receiving grant funds from the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 for the City's Youth Sport Partnership Program;
  
3. Find that under Charter Section 371(e)(10), the services to be provided by SAFESPORT are for the performance of professional, scientific, expert or technical services, and that the use of competitive bidding would be undesirable, impractical or impossible, or is otherwise excused by common law;

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4. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the Agreement concurrently to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series), and the City Attorney for review as to form;
5. Authorize RAP's General Manager to execute the Agreement upon receipt of the necessary approvals; and
6. Authorize RAP staff to make technical corrections as necessary to the Agreement as necessary to carry out the intent of this Report.

### SUMMARY

In 2017, the United States Congress passed the Protecting Young Victims from Sexual Abuse and Safe Sport Authorization Act of 2017 ("Safe Sport Act"), which was written to promote high standards of care over organizations serving youth across the country. The Safe Sport Act purpose is to expand existing mandated sexual abuse or misconduct reporting laws to all youth sport organizations that participate in international or interstate sporting events. The Safe Sport Act is being implemented by national and international governing bodies such as USA Gymnastics, USA Swimming, and other Olympic sports.

Under the Safe Sport Act, SAFESPORT, a Colorado non-profit organization, has been designated to serve as the independent national safe sport organization to develop national policies and procedures to prevent the potential for emotional, physical, and sexual abuse of amateur athletes.

On March 16, 2020 the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 ("LA 2028") and the City of Los Angeles, by and through RAP, entered into the 2028 Youth Sport Partnership Agreement stipulating the terms and conditions for the implementation of the City's Youth Sport Partnership Program. The 2028 Youth Sport Partnership Agreement provides the City with financial support from LA 2028 and mandates that RAP develop SAFESPORT protocols and practices as a condition to receiving grant funds from LA 2028 for the City's Youth Sport Partnership Program.

Approval of the proposed Agreement will enable RAP to receive grant funds from LA 2028, and will create a mechanism for RAP staff and volunteers to receive additional education materials and supplemental training that will augment the periodic training that staff and volunteers receive during the performance of their regular duties under existing RAP youth sport programming. The LA2028 grant funds to be received will enable RAP to develop additional education, response and resolution performance models in collaboration with SAFESPORT. This will ultimately enhance the City's current safety and reporting requirements through the implementation of the SAFESPORT model. RAP and SAFESPORT will work to create and implement educational, response and resolution models for the purpose of developing effective abuse awareness and prevention protocols while creating the capacity and knowledge for building safe environments for youth sports participants, and responding to abuse and sexual misconduct that may occur against youth sports participants. By informing and training the participants, parents and guardians of participants, as well as coaches, officials, volunteers, and

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staff involved in the administration and provision of RAP's youth sports programs, RAP will continue to meet the programmatic and on-the-ground facility needs of RAP, but with additional prevention and response protocols in place to address any such occurrences in a timely and appropriate manner.

The term of the proposed Agreement will commence on the date of execution and will terminate on December 31, 2028, the year the Olympic Games will be hosted by the City of Los Angeles. Under the terms of the proposed Agreement, the City may pay SAFESPORT up to, but not to exceed Two Million Dollars (\$2,000,000.00).

The Board of Recreation and Park Commissioners' approval of the proposed Agreement will enable necessary grant funding and resources from LA 2028 to be used by RAP and SAFESPORT to facilitate the continued expansion of youth sports programs up to the point of the 2028 Olympic Games in Los Angeles.

### SCOPE OF WORK AND DISCOVERY PHASE

SAFESPORT initiated some Discovery Phase activities with RAP in July 2019, which provided insight into RAP's existing abuse prevention related resources, practices, and processes. RAP has agreed to compensate SAFESPORT in the amount of \$54,983 for these activities under this Agreement. SAFESPORT will restart Discovery Phase activities which will include multiple informational meetings, key staff interviews, key RAP partner provider interviews, and an extensive review of RAP's existing programs and resources related to abuse prevention.

A detailed summary of the Discovery Phase key deliverables can be found in Attachment A to the Agreement. The Discovery Phase will result in a comprehensive report that will include a set of recommendation and next steps for the implementation of enhanced abuse prevention programs, practices and protocols. The Discovery Phase will take approximately ten (10) months to complete at a compensation rate of \$40,000 per month. The Discovery Phase will also include a \$25,000 Climate Survey and \$10,000 in supplies/materials.

Following the production of the Discovery Phase report, RAP will issue Task Orders to SAFESPORT for assistance with the implementation of the recommendations under specified service categories, including Customized Content Development, Training and Capacity Building, Public Outreach Services, and Miscellaneous services. RAP may also seek the assistance of SAFESPORT to provide these services for the benefit of organizations who have contracted or partnered with RAP in the delivery of the Youth Sports Partnership. RAP anticipates that SAFESPORT will engage with RAP on a continuous basis up through the Los Angeles 2028 Olympic and Paralympic Games.

### FISCAL IMPACT

Approval of the proposed Agreement will have no adverse impact on RAP's General Fund as the programs and services described will be funded by the grant funding received from LA 2028, with payments made directly to SAFESPORT for the educational and training services provided to RAP staff and volunteers.

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STRATEGIC PLAN INITIATIVES AND GOALS

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

**Goal No. 7:** Maintain a Diverse and Dynamic Workforce through innovative collaborations

**Outcome No. 2:** Strengthened capacity of staff to promote public health and safety.

This report was prepared by Joel Alvarez, Senior Management Analyst II, Raymond Chang, Management Analyst, and reviewed by Matthew Rudnick, Acting Assistant General Manager of Special Operations Branch and AP Diaz, Executive Officer and Chief of Staff.

LIST OF ATTACHMENTS/EXHIBITS

Proposed SAFE SPORT Agreement and Scope of Work

**PROFESSIONAL SERVICES AGREEMENT**

**between**

**THE CITY OF LOS ANGELES**

**and**

**THE UNITED STATES CENTER FOR SAFESPORT**

**for**

**SAFE SPORT SERVICES  
for the Los Angeles City**

**Said Agreement is Number C-XXXXXX**

**Professional Services Agreement  
SAFE SPORT SERVICES**

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## **ATTACHMENTS**

Attachment A – Scope of Services to be Provided

Attachment B – Standard Provisions (Rev. 10/17 [v.3])

Attachment C – Insurance Requirements

**AGREEMENT NUMBER C-XXXXXX**  
**BETWEEN**  
**THE CITY OF LOS ANGELES**  
**AND**  
**THE UNITED STATES CENTER FOR SAFESPORT**  
**FOR SAFE SPORT SERVICES**

**THIS AGREEMENT** (“AGREEMENT”) is made and entered into by and between the City of Los Angeles, a municipal corporation (“CITY”), by and through its Department of Recreation and Parks (“RAP”), and the United States Center for SafeSport, a Colorado 501(c)(3) nonprofit organization (“SAFESPORT”) (collectively, the “PARTIES,” or individually, a “PARTY”).

**WHEREAS**, in 2017, the U.S. Congress passed The Protecting Young Victims from Sexual Abuse and Safe Sport Authorization Act of 2017 (“Safe Sport Act”), which was created to provide the highest standards of care over organizations serving youth across the country; and

**WHEREAS**, the Safe Sport Act’s purpose is to expand existing mandated reporting laws to all youth sport organizations that participate in international or interstate sporting events; and

**WHEREAS**, the Safe Sport Act is being implemented by national and international governing bodies such as, but not limited to USA Gymnastics, USA Swimming, and other Olympic sports; and

**WHEREAS**, the Safe Sport Act can positively impact camps, public and private schools, collegiate sports, country clubs, community organizations, recreational sport facilities, and other such facilities; and

**WHEREAS**, under the Safe Sport Act, SAFESPORT has been designated to serve as an independent national safe sport organization to develop national policies and procedures to prevent the potential for emotional, physical, and sexual abuse of amateur athletes; and

**WHEREAS**, the CITY, through RAP, and the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 (“LA 2028”) entered into the 2028 Youth Sport Partnership Agreement (“YSA”) to memorialize the terms relating to the implementation of the CITY’s Youth Sport Partnership Program (“YSP”); and

**WHEREAS**, the YSA mandates RAP to develop Safe Sport protocols and practices as a condition to receiving grant funds for the CITY’s YSP program; and

**WHEREAS**, the CITY desires to develop an education, response and resolution model in partnership with SAFESPORT to augment the CITY's current safety and reporting requirements, and implement a SAFESPORT model for the protection of youth sports participants from emotional, physical, and sexual misconduct, by informing and training the participants, parents and guardians of participants, as well as coaches, officials, volunteers, and staff involved in the administration and provision of youth sports programs ("Related Persons"), while meeting the programmatic and on-the-ground facility needs of RAP; and

**WHEREAS**, the PARTIES have agreed to create and implement such educational, response and resolution models for the purpose of developing effective abuse awareness and prevention protocols while creating the capacity and knowledge for building safe environments for youth sports participants, and responding to abuse and sexual misconduct that occur to youth sports participants; and

**WHEREAS**, pursuant to Charter Section 371(e)(2), the services to be provided are professional, scientific, expert, technical or other special services of a temporary and occasional character for which competitive bidding is not practicable or advantageous, as it is necessary for RAP to be able to call on SAFESPORT to perform this work as-needed and on an occasional, but frequent, basis without engaging in a new competitive process for each individual project to be performed; and,

**WHEREAS**, pursuant to Charter Section 371(e)(10) the services to be provided by SAFESPORT are for the performance of professional, scientific, expert or technical services and the use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by the common law because, under the Safe Sport Act, Congress has designated SAFESPORT with the authority to independently respond to reports of sexual misconduct within U.S. Olympic & Paralympic sporting activities; and

**WHEREAS**, pursuant to Charter Section 1022, RAP does not have available in its employ, personnel with sufficient time or the necessary expertise to undertake the specialized professional tasks sought in a timely manner, and therefore it is more feasible and economical and in the RAP's best interest to secure these services by contract with SAFESPORT on as-needed and on an occasional, but frequent basis; and

**WHEREAS**, SAFESPORT is experienced in providing the services of the type required, possesses sufficient knowledge, expertise, and experience and is willing and able to provide the services requested by RAP in performance of its obligations for the City's YSP program;

**NOW, THEREFORE, CITY AND SAFESPORT**, in consideration of the terms, covenants, and conditions contained herein, agree as follows:

## **1.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES**

### **1.1 PARTIES to the AGREEMENT**

- 1.1.1 The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California, 90012.
- 1.1.2 SAFESPORT, the United States Center for SafeSport, a Colorado 501(c)(3) nonprofit organization, having its principal address at 1385 S. Colorado Blvd., Suite A-706, Denver, CO 80222.

### **1.2 Representatives of the PARTIES**

The representatives of the PARTIES who are authorized to administer this AGREEMENT and to whom formal notices, demands, and communications will be given are as follows:

- 1.2.1 The CITY's representative is, unless otherwise stated in this AGREEMENT for contact and invoices:

Matthew Rudnick  
Assistant General Manager  
City of Los Angeles Department of Recreation and Parks  
221 N. Figueroa Street, Suite 300  
Los Angeles, California 90012  
(213) 202-2633

- 1.2.2 SAFESPORT representatives are unless otherwise stated in this AGREEMENT:

Heath Phillips  
Senior Legal Counsel  
United States Center for SafeSport  
1385 S. Colorado Blvd., Suite A-706  
Denver, CO 80222  
(303) 998-9952

- 1.3 Formal notices, demands and communications to be given hereunder by either PARTY must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.
- 1.4 If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be provided as described in this AGREEMENT, within five (5) business days of such change.

## **2.0 TERM OF AGREEMENT**

The term of this AGREEMENT commences on the date of execution and shall terminate on December 31, 2028, unless terminated earlier as provided herein.

### **2.1. Ratification Clause**

Due to the need for SAFESPORT services to be provided continuously on an ongoing basis, SAFESPORT may have provided services prior to the execution of this AGREEMENT. To the extent that SAFESPORT services were performed in accordance with the terms and conditions of this AGREEMENT, those services are hereby ratified.

## **3.0 SCOPE OF SERVICES TO BE PROVIDED**

- 3.1 Upon execution of this AGREEMENT, SAFESPORT will be authorized to perform the services set forth in Attachment A, entitled "Scope of Services to be Provided," and by this reference, incorporated in and made a part of this AGREEMENT. After the "Discovery" phase of the project, the services to be performed shall be on an occasional, as-needed basis as may be determined in the sole discretion of CITY, and the CITY makes no guarantee or estimate regarding the volume or amount of work to be received by, or the amount of compensation to be paid to, SAFESPORT other than as explicitly set forth below.
- 3.2 SAFESPORT shall initially perform all services in the "Discovery" category of services for the budget amount set forth for such category. The "Discovery" services will focus on the initial work on Safe Sport. "Safe Sport" is defined as RAP's implementation of the education and response recommendations developed with, and approved by SAFESPORT to protect athletes from emotional, physical, and sexual misconduct by informing and training participants, parents and guardians of participants, coaches, officials, volunteers, and staff related to youth sports programs and establishing an effective response and resolution mechanisms.
- 3.3 Thereafter, RAP, in its sole discretion, shall issue Task Orders to SAFESPORT for services in any other category of services in Attachment A. Upon receipt of a Task Order, SAFESPORT will provide RAP with a proposal for the requested work which will include milestones, deliverables, timeframe, and all costs associated with proposed tasks for such services. RAP reserves the right to negotiate each proposal and SAFESPORT agrees to work with RAP before any final proposal is accepted. Upon acceptance, RAP will issue a Notice to Proceed (NTP) and SAFESPORT will perform the services approved in the NTP. All Task Orders agreed to by both the CITY and SAFESPORT and authorized by an NTP shall be incorporated into this AGREEMENT and SAFESPORT and RAP shall be

made parties thereof. CITY warrants and represents that upon the issuance of any NTP, CITY has already made an appropriation of funds equal to or in excess of its obligation under such NTP to make payments as provided in this AGREEMENT from funds designated by LA2028 specifically for the purpose of funding this AGREEMENT.

- 3.4 PARTIES agree to make a good faith effort to ensure all services which CITY may request SAFESPORT to provide under this AGREEMENT shall be for activities or services that are in addition to and not currently performed or provided by CITY and/or RAP in their role as mandated reporters under applicable state and federal laws.
- 3.5 CITY and SAFESPORT shall have monthly progress meetings to make sure the services are progressing to both Parties' satisfaction.
- 3.6 CITY acknowledges SAFESPORT has provided services pursuant to an understanding between the Parties prior to the execution of this AGREEMENT ("Prior Services"). Prior Services are summarized as follows:

In July and August 2019, SAFESPORT and RAP began discussions regarding a partnership to initiate a Safe Sport initiative within RAP. Weekly meetings were convened and a team of four SAFESPORT representatives traveled to LA for a 2-day site visit August 1-2, 2019 to meet with RAP staff and visit six different recreation centers across Los Angeles. SAFESPORT staff reviewed City of Los Angeles and RAP policies, protocols, and educational materials, and drafted a report outlining initial recommendations based on meetings, feedback and initial conversations.

#### **4.0 RELATED AGREEMENTS NOT PROHIBITED**

##### **4.1 Other Contractors**

SAFESPORT understands nothing in this AGREEMENT prohibits the CITY and its staff from entering into contracts or using existing contracts with other contractors to assist in the development and implementation of abuse prevention related protocols and practices.

##### **4.2 Use of SAFESPORT Materials**

The terms of Section 4.1 notwithstanding, CITY and RAP agree that they will only (a) use the terms "SafeSport" or "SafeSport Trained" trademarks or designations (collectively, the "MARKS") in performance of the obligations under this AGREEMENT or in programs, resource materials, and activities associated with the YSP or under the YSA; (b) not use any name, logo or icon likely to cause confusion with the MARKS; or (c) not use, distribute, copy, make derivative works from, or make available any SAFESPORT

content, materials or training for any purpose whatsoever, except for the performance of their respective obligations under this AGREEMENT or as related under the YSP or YSA. Under no circumstances will the MARKS be used in conjunction with materials, programs, content or training not developed by SAFESPORT pursuant to this AGREEMENT.

## **5.0 COMPENSATION AND METHOD OF PAYMENT**

### **5.1 Compensation**

The CITY may pay SAFESPORT up to, but not exceeding, a total amount of Two Million Dollars (\$2,000,000.00) for all services performed by SAFESPORT under this Agreement based on and pursuant to the completion of RAP's requested and agreed-upon Task Orders authorized by an NTP and completed by SAFESPORT in accordance with the terms and conditions of this AGREEMENT. Notwithstanding the foregoing, SAFESPORT shall perform all services set forth in the "Discovery" category for a compensation amount of \$40,000 per month for up to ten (10) months, in addition to \$25,000 for a Climate Survey and \$10,000 for equipment and miscellaneous costs.

SAFESPORT further understands and agrees execution of this AGREEMENT does not guarantee that any or all of these funds will be expended.

Notwithstanding any other provision of this AGREEMENT (but subject to Section 3.3), including any attachments incorporated herein, and in order for the CITY to comply with its governing legal requirements, the CITY shall only have the obligation to make payments to SAFESPORT for the "Discovery" category of services, and those SAFESPORT agreed-upon Task Orders authorized by an NTP and completed by SAFESPORT, and only if the CITY has first made an appropriation of funds equal to or in excess of its obligation to make payments as provided in this AGREEMENT from funds designated by LA2028 specifically for the purpose of funding this AGREEMENT. SAFESPORT agrees that services provided by SAFESPORT, purchases made by SAFESPORT, or expenses incurred by SAFESPORT without an NTP issued by CITY as part of a CITY approved Task Order shall be free and without charge to CITY and CITY shall have no obligation to pay for said services, purchases, or expenses. SAFESPORT shall have no obligation to provide any services, provide any equipment, or incur any expenses without a validly issued NTP, which is the only indication that CITY has appropriated additional funds under this AGREEMENT, in compliance with the designation of funding by LA 2028 to RAP.

Notwithstanding any provision of this AGREEMENT, CITY agrees to

compensate SAFESPORT for the Prior Services in the amount of \$54,983.00 within thirty (30) days of the execution of this AGREEMENT. City represents that it has reviewed travel expenses incurred in the amount of approximately \$4,600 as part of the Prior Services and agrees to compensate SAFESPORT for such services.

## 5.2 Method of Payment

### 5.2.1. Invoices

For services provided under this AGREEMENT, SAFESPORT shall be paid by the CITY pursuant to invoices received from SAFESPORT related to (a) the "Discovery" category of services; or (b) RAP requested and approved and SAFESPORT agreed-upon Task Orders and the other conditions and provisions of this Section, within thirty (30) calendar days after receipt and approval of the SAFESPORT invoice(s) by the CITY, but in any case, within sixty (60) calendar days after receipt of the SAFESPORT invoice(s) absent a good faith dispute between the PARTIES on a particular invoice.

SAFESPORT must include the following information on each invoice:

1. Date of invoice
2. Invoice number
3. AGREEMENT number
4. Description of services, including, but not limited to:
  - a) Month of work performed
  - b) Description of tasks and deliverables performed
  - c) Progress updates on task and deliverables
  - d) Relevant materials associated with tasks and deliverables as requested by CITY
5. Amount of invoice

***Failure by SAFESPORT to adhere to these policies for more than thirty (30) days after written notification from CITY may result in delayed payment, nonpayment, or non-approval of demands, pursuant to Charter Section 262(a), which requires the City of Los Angeles Controller to inspect the quality, quantity and condition of services, labor, materials, supplies, or equipment received by any CITY office or department, and approve such demands before they are drawn on the Treasury.***

## 6.0 INDEPENDENT CONTRACTOR

The SAFESPORT relationship with CITY in the performance of this AGREEMENT

is that of an independent contractor and not as an agent or employee of CITY. Therefore, neither SAFESPORT, nor any of its subcontractors, are entitled to any vacation, sick leave, Workers' Compensation, pension, or any other CITY benefit(s). SAFESPORT personnel performing services under this AGREEMENT shall at all times be under SAFESPORT exclusive direction and control, and shall be employees or subcontractors of SAFESPORT and not of CITY. Further, SAFESPORT shall pay all wages, salaries, and other amounts due its employees and subcontractors in connection with this AGREEMENT, and shall be responsible for all related reports and obligations including, but not limited to, social security, income tax withholding, unemployment compensation, and workers' compensation. In addition to any indemnity obligations set forth elsewhere in this AGREEMENT, SAFESPORT shall indemnify and hold the CITY and each of its respective officers, employees, and agents harmless from and against any and all liabilities, claims, demands, damages, and expenses arising from any determination (whether judicially or administratively) that a relationship, other than that of independent contractor, exists between SAFESPORT or SAFESPORT'S personnel and the CITY.

## **7.0 RETENTION OF RECORDS**

Except as otherwise expressly directed by CITY in writing, SAFESPORT shall maintain records, including records of financial transactions, pertaining to the performance of this AGREEMENT, in their original form, in accordance with requirements prescribed herein. These records must be retained for a period of no less than forty-eight (48) months following final payment made by CITY hereunder, the expiration date of this AGREEMENT, or the termination date of this AGREEMENT, whichever occurs last. Records will be subject to examination and audit by authorized CITY personnel or by the CITY's representative at any time during normal business hours, and with twenty-four (24) hours' written notice during the term of this AGREEMENT or within the same aforementioned forty-eight (48) months following the final payment made by CITY hereunder, the expiration of this AGREEMENT, or the termination date of this AGREEMENT, whichever occurs last. SAFESPORT shall provide any reports requested by CITY regarding performance of this AGREEMENT.

## **8.0 NO THIRD-PARTY BENEFICIARIES**

Nothing herein is intended to create a third-party beneficiary in any subcontractor. The CITY has no obligation to any subcontractor. No privity is created with any subcontractor by this AGREEMENT. Even if SAFESPORT uses contractors, SAFESPORT remains responsible for complete and satisfactory performance of the terms of this AGREEMENT.

## **9.0 CONFIDENTIALITY**

All data, documents, records, recorded testimony, audiotapes, videotapes,

materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted orally, in writing, or by any other media, to SAFESPORT by the CITY, and other documents to which SAFESPORT has access during the term of this AGREEMENT are confidential information (“Confidential Information”).

Subject to its obligations as a mandated reporter, and to report waste, fraud or abuse under applicable state and federal law, SAFESPORT agrees that both during and after the term of this AGREEMENT, CITY’s Confidential Information shall be considered and kept as the private and privileged records of CITY and will not be divulged to any person, firm, corporation, or other entity except on the prior direct written authorization of CITY.

SAFESPORT shall ensure that each worker working on a Task Order under this AGREEMENT has executed a Confidentiality Agreement that is at least as restrictive as the terms of this Section prior to commencing any such tasks. SAFESPORT agrees to provide the signed Confidentiality Agreement to the CITY prior to all workers commencing any tasks for any Task Order. The Confidentiality Agreement to be used is attached hereto as Attachment B. SAFESPORT is responsible for ensuring compliance of all workers with the Confidentiality Agreement.

#### **10.0 SAFESPORT INTERACTION WITH THE MEDIA**

SAFESPORT shall refer all inquiries from the news media pertaining to this AGREEMENT to RAP. SAFESPORT shall immediately contact RAP to inform of the inquiry, and shall comply with the procedures of RAP regarding statements to the media relating to this AGREEMENT, or SAFESPORT services hereunder.

#### **11.0 REQUIREMENTS APPLY TO ALL SAFESPORT SUBCONTRACTORS**

SAFESPORT will ensure that the requirements of Section 9.0 and 10.0 are provided to and apply to all subcontractors used by SAFESPORT in the performance of this AGREEMENT.

#### **12.0 CONTINUED REQUIREMENTS**

The requirements of Section 9.0, 10.0, and 11.0 shall survive termination of this AGREEMENT.

#### **13.0 BORDER WALL BID DISCLOSURE**

SAFESPORT shall comply with Los Angeles Administrative Code (“LAAC”) Section 10.50 *et seq.*, “Disclosure of Border Wall Contracting.” CITY may terminate this Contract at any time if CITY determines that SAFESPORT failed to fully and

accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1. The required affidavit must be submitted online at [www.labavn.org](http://www.labavn.org).

#### **14.0 STANDARD PROVISIONS**

SAFESPORT must comply with the Standard Provisions for CITY Contracts (Rev. 10/17) [v.3] (“Standard Provisions”), attached hereto and incorporated herein by reference as Attachment C. All references to “Contractor” in the Standard Provisions shall be deemed to refer to SAFESPORT, and all references to “Contract” in the Standard Provisions shall refer to this Agreement and its attachments.

Notwithstanding the foregoing, the following sections of the Standard Provisions are hereby modified as follows:

Section PSC-6 is modified to add the following new paragraph to the end of such section: “Notwithstanding anything contained in this Section PSC-6, no Force Majeure Event shall excuse CITY from its obligations to pay for Services performed in accordance with the Contract, provided such payment obligation may be postponed due to such Force Majeure Event.”

Section PSC-9.B.1. is modified to read as follows: “Except as provided in PSC-6, if CONTRACTOR fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, the CITY shall give the CONTRACTOR written notice of said claimed default which indicates a time period to cure such default to the satisfaction of the CITY. Such time period to cure shall be no less than sixty (60) days from the date of such notice, and the CONTRACTOR shall use good faith efforts to diligently cure the claimed default to the satisfaction of the CITY. In the event such claimed default is not cured within said time period to cure, the General Manager of the Department of Recreation and Parks and the CEO of the Contractor, along with a representative of LA28, shall meet and confer to resolve the claimed default. If, after forty-five (45) days from such meeting, the claimed default is not resolved to the satisfaction of the CITY and CONTRACTOR, the CITY may terminate this Contract due to such claimed default.

Section PSC-9.B.6. is deleted in its entirety.

Section PCS-12’s first sentence is modified to read as follows: “Neither Party may, unless it has first obtained the written permission of the other Party:”

Section PCS-16’s third sentence is modified to read as follows: “The records will be subject to examination and audit by authorized CITY personnel or CITY’s representatives at any time during normal business hours with no less than 12 hour written notice.”

Section PSC-18 is modified to read in its entirety as follows: "Except for the active negligence or willful misconduct of CITY or any of its boards, officers, agents, employees, assigns and successors in interest, and except for the willful and malicious misconduct of any third party, CONTRACTOR shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation( including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever ("CLAIMS"), for death or injury to any person, including CONTRACTOR'S employees and agents, or damage or destruction of any property of either party hereto or of third parties, related to an act, error, or omission by CONTRACTOR, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. Except for the active negligence or willful misconduct of CONTRACTOR or any of its boards, officers, agents, employees, assigns and successors in interest, and except for the willful and malicious misconduct of any third party, CITY shall defend, indemnify and hold harmless CONTRACTOR from and against all CLAIMS arising from the CITY adopting any particular policy or procedure, notwithstanding the fact that said policy or procedure may have been recommended for adoption by CONTRACTOR. The rights and remedies of each Party 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."

Section PSC-21 is modified to include the following paragraph: "Notwithstanding anything to the contrary in PSC-21, all documents, materials, courses, procedures, graphic designs, marks, logos, or processes and combinations thereof existing prior to this Agreement and owned by the CONTRACTOR ("Pre-existing Works") shall remain the property of the CONTRACTOR and shall not be considered "Work Product" and CITY is hereby granted a non-exclusive, non-transferable, perpetual, royalty-free license to use such Pre-existing Works as part of this Agreement for any governmental purpose, except that CITY may not distribute, sell, license or otherwise disclose any Pre-existing Works to any non-CITY persons, entities or agencies without CONTRACTOR's prior written consent.

Section PSC-22.A. is modified to read in its entirety as follows:

"A. CONTRACTOR shall protect, using the most secure means and technology that is commercially reasonable and available, CITY-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). CONTRACTOR shall notify CITY in writing as soon as reasonably feasible, and in any event within twenty-four hours, of CONTRACTOR'S discovery or reasonable belief of any unauthorized access

of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security(a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. CONTRACTOR shall begin remediation immediately. CONTRACTOR shall provide daily updates, or more frequently if required by CITY, regarding findings and actions performed by CONTRACTOR until the Data Breach or Security Incident has been effectively resolved to CITY'S satisfaction. CONTRACTOR shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with CITY. At CITY'S sole discretion, CITY and its authorized agents shall have the right to lead or participate in the investigation. CONTRACTOR shall cooperate fully with CITY, its agents and law enforcement."

Section PSC-22.B. is modified to read in its entirety as follows:

"B. If CITY is subject to liability for any Data Breach or Security Incident, then CONTRACTOR shall fully indemnify and hold harmless CITY and defend against any resulting actions, but only to the extent such liability arises in any manner by reason of an act, error or omission by CONTRACTOR, its Subcontractors, or their boards, officers, agents, employees, assigns, and successor in interest."

Section PSC-24 is modified to read in its entirety as follows: "Throughout the term of this Contract, CONTRACTOR shall offer CITY the best terms, prices, and discounts that are offered to any of CONTRACTOR's customers for similar goods and services provided under this Contract, taking into account the volume, complexity, time frame, and other relevant factors affecting the services."

Section PSC-43 is modified to read in its entirety as follows:

"All documents, information and materials provided to one Party by the other Party or developed by either Party pursuant to this Contract (collectively "Confidential Information") are confidential. Neither Party shall provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by the disclosing Party or as required by law. A Party shall immediately notify the other Party of any attempt by a third party to obtain access to the other Party's Confidential Information. The terms of this Section PSC-43 shall not limit CITY's ability to disclose CONTRACTOR's confidential Information to any person making a request pursuant to the California Public Records Act (CPRA). In the event a CPRA request is made to the City for CONTRACTOR's records, City shall provide written notification to CONTRACTOR of such request prior to disclosure of such records. In the event CONTRACTOR requests City to withhold any such records from disclosure under a CPRA request, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless the City and any of its boards, officers, agents and employees from and against all suits, claims, and causes of action brought against the City for City's refusal to disclose such records pursuant to CONTRACTOR's request. Such indemnity obligations include, but are not limited to, all reasonable attorney's fees (both in-house and outside counsel), reasonable

costs of litigation incurred by the City or its attorneys (including all actual costs incurred by the CITY, not merely those costs recoverable by a prevailing party, and specifically including costs of experts and consultants) as well as all damages or liability of any nature whatsoever arising out of any such suits, claims, and causes of action brought against the CITY, through and including any appellate proceedings. This provision will survive expiration or termination of this Contract.”

## **15.0 ORDER OF PRECEDENCE**

In the event of any conflict or inconsistency between the body of this AGREEMENT and the attachments to this AGREEMENT, the order of precedence is as follows:

- 1) The body of this AGREEMENT; 2) Attachment A – Scope of Services to be Provided; 3) Attachment B - the Standard Provisions for City Contracts (Rev. 10/17) [v.3]; and 4) Attachment C - Insurance Requirements

## **16.0 ENTIRE AGREEMENT**

This AGREEMENT, and any attachments or documents incorporated herein by inclusion or by reference, constitutes the complete and entire AGREEMENT between the PARTIES, and supersedes any prior representation, understandings, communications, commitments, agreements, or proposals, oral or written. No verbal agreement or conversation with any officer or employee of either PARTY will affect or modify any of the terms and conditions of this AGREEMENT. Any modifications, additions, and/or amendments to this AGREEMENT must be in written form approved and executed by the PARTIES to this AGREEMENT, and subject to approval by the Board of Recreation and Park Commissioners.

This AGREEMENT is executed in three (3) duplicate originals, each of which is deemed to be an original.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS THEREOF**, the PARTIES hereto have caused this AGREEMENT to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES,

By:

Name[Name]  
[Title][Title]

Date:

**THE UNITED STATES CENTER FOR SAFESPORT,**  
a Colorado nonprofit corporation

By:

\_\_\_\_\_  
Name  
[Title]

\_\_\_\_\_  
[Name]  
[Title]

Date:

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By:

\_\_\_\_\_  
STEVEN HONG  
Deputy City Attorney

Date:

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By:

\_\_\_\_\_  
Deputy City Clerk

Date:

City Business License Number \_\_\_\_\_

Internal Revenue Service Taxpayer Identification Number \_\_\_\_\_

Agreement Number C-XXXXXX \_\_\_\_\_

## **AGREEMENT BETWEEN RAP AND U.S. CENTER FOR SAFESPORT (SAFESPORT) SCOPE OF SERVICES TO BE PROVIDED**

This document details key deliverables and tasks related to the Discovery phase and contains brief descriptions of the types and categories of professional services authorized to be performed under this AGREEMENT.

### **DISCOVERY PHASE**

Working with RAP and CITY leadership, SAFESPORT shall initially perform services as part of the discovery phase of this AGREEMENT to gain a better understanding of the needs of the City as it relates to its abuse prevention practices. The services of this discovery phase shall include the following:

SAFESPORT will kick-off the partnership with RAP by resuming the discovery phase to better understand the needs of its youth, volunteers, staff and stakeholders. The initial discovery phase began in July 2019 and provided insight into RAP's existing abuse prevention related resources, practices, and processes. In addition to information already gathered, as part of the Discovery phase, SAFESPORT will conduct multiple informational meetings, key staff interviews, key RAP partner provider interviews, and a more extensive review of RAP's existing programs and resources including, but not limited to, the Youth Sports Program, safety policies, mandated reporting, reporting practices, and training.

SAFESPORT anticipates the discovery phase will focus on a key set of deliverables and will take approximately ten (10) months to complete. Within 60 days after the conclusion of this phase, SAFESPORT shall provide a comprehensive report that will include a set of recommendations and next steps to build upon existing processes to facilitate a comprehensive, state-of-the-art abuse awareness and prevention program, further preparing CITY for the 2028 Olympic and Paralympic Games.

### **Key Deliverables**

- Education and Training.
  - Provide the Center's online training to 500 RAP individuals (at all levels across RAP), and survey those individuals on current knowledge, and areas of opportunity.
  - Provide in-person (or virtual if necessary) SafeSport parent training to up to 100 parents.
  - Conduct at least one customized in-person (or virtual if necessary) group training to key RAP leadership and collect evaluation feedback.
  - LA RAP Key Personnel (as identified by RAP) to attend two or more U.S. Center for SafeSport trainings for the Olympic and Paralympic Movement in 2021 and complete a survey identifying future training needs and resources addressing abuse response.
    - Athlete Safety Coordinator Standards Training

- Investigations Training
- Evaluation.
  - Conduct in-depth evaluation of online, in-person, and virtual training provided to youth, parents, coaches, volunteers, and/or staff, including those utilized in youth programs, summer camp, and safety onboarding.
  - Conduct in-depth review of reporting mechanisms and provide relevant feedback
  - Conduct pre- and post-training tests for up to 500 RAP personnel to ascertain a baseline understanding of key abuse awareness and prevention concepts and to develop insights for further training. Evaluations will inform future format and modalities for delivering and modifying education and outreach to parents, coaches, volunteers, and staff on abuse prevention in identified neighborhood and community-based sites across LA, including developing a multi-cultural and multi-lingual outreach plan tailored for identified communities and RAP sites.
  - Conduct post-training surveying of trained parents to develop multi-lingual and multi-cultural customized training and outreach.
  - Collaborate with RAP to develop a customized organizational safety climate survey.
    - Use the data gathered to (a) guide improvements in RAP's youth-serving safety program; (b) measure and quantify RAP's success over time; and (c) share that success with the community and the world leading up to the 2028 LA Olympics and Paralympics.
- Policy and Protocol Review.
  - Review existing safety policies, trainings and protocols and then meet with additional key constituents to identify gaps and areas of improvement. Develop a plan for strengthening the youth sports abuse response protocol.
  - Conduct virtual and/or on-site visits to observe safety practices, identify gaps, and provide recommendations for improvement.
  - Convene key constituents, including but not limited to MyVoiceLA, other CITY representatives, RAP, LA2028, and local RAP sites to collect recommendations on current best practices for enhancing responses to abuse, and to develop a plan for strengthening the response protocol.
  - Provide access to sample safety policies and best practices to RAP.
- Outreach and Engagement.
  - Identify at least 10 representatives of RAP sites and leaders to cultivate local RAP site champions.
  - Evaluate current abuse prevention related marketing tools and resources to identify gaps and areas of improvement to facilitate a comprehensive marketing and outreach plan.
- Resource Development.

- Draft a list of recommendations for a comprehensive abuse prevention program from RAP, with a focus on recognizing, responding, and reporting abuse.
- Develop an outline for RAP specific training curriculum for parents, coaches, volunteers, and staff.
- Develop a draft Facility Action Kit and survey identified RAP personnel and volunteers on revisions and future needs for implementing facility action plans.
  - Checklists
  - Scenarios
  - FAQ's
  - Marketing and communications plan and talking points
  - Reporting protocols

### **Estimated Schedule**

#### Months 1-5

- Onboard LA-based Project Manager
- Online Training & Assessment to develop customized RAP training for different populations: volunteers, parents, coaches, staff
- Customized Climate Survey developed
- Response Protocol review, meetings

#### Months 1-10

- Access to Center's in person/virtual trainings
- In Person/virtual training & Assessment of Training Plan for developing RAP site-specific training plan
- Identify RAP-site leadership for YSP project
- Parent Training & Development of Multi-Cultural Outreach
- Communications and Marketing plan for phase one implementation
- Response Protocol Recommendations
- Develop Facility Action Kits

SAFESPORT will provide RAP with a Discovery Phase Project Plan within 60 days of the execution of the AGREEMENT.

### **Discovery Outcomes & Next Steps**

The final deliverable for the Discovery Phase will include, at a minimum: survey and evaluation results, recommendations, draft resources, and a detailed plan for the implementation of recommended actions, training, policies and materials leading up to the 2028 LA Olympics and Paralympics.

## **IMPLEMENTATION SERVICE CATEGORIES**

As described above, the Discovery Phase will result in a set of recommended actions for the implementation of a comprehensive abuse prevention program. These recommended actions and tasks will be performed pursuant to future Task Orders under the broad implementation service categories described below.

**Customized Content Development.** Recommendations resulting from the Discovery process may form the basis for customized content development, focused on key foundational pieces that would support RAP's long-term abuse prevention and safety practices. This service category would therefore include the production of customized safety policies, reporting policies and practices, enhanced reporting policies and case management procedures, and multi-lingual training resources.

**Training and Capacity Building.** RAP is seeking to build greater understanding among those visiting, working, or volunteering at Los Angeles City parks regarding recognizing, responding to, and reporting abuse. Capacity building services may include, but are not limited to, online and in-person training, and other related capacity building activities.

**Public Outreach Services.** RAP intends to create larger awareness of its abuse prevention policies and procedures. Communications services, such as the development of marketing and promotional tools may include, but not be limited to, customized web pages, customized flyers and posters, parent resources, and promotional digital content.

**Miscellaneous.** Additional related services necessary for the implementation of a comprehensive abuse prevention program.

**Note:** RAP may choose to use some of these services for the benefit of organizations who have contracted or partnered with RAP in connection with the 2028 Youth Sports Partnership. Such work, if issued by RAP under a Task Order, shall be made a part of the Professional Services Agreement.

# STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### **PSC-1.** Construction of Provisions and Titles Herein

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

### **PSC-2.** Applicable Law, Interpretation and Enforcement

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

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

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

### **PSC-3.** Time of Effectiveness

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

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

**PSC-4. Integrated Contract**

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

**PSC-5. Amendment**

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

**PSC-6. Excusable Delays**

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

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

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

**PSC-7. Waiver**

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

**PSC-8. Suspension**

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

**PSC-9. Termination**

A. Termination for Convenience

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

B. Termination for Breach of Contract

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

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

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

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

**PSC-10. Independent Contractor**

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

**PSC-11. Contractor's Personnel**

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

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

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

**PSC-12. Assignment and Delegation**

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

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

**PSC-13. Permits**

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

**PSC-14. Claims for Labor and Materials**

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

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

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

**PSC-16. Retention of Records, Audit and Reports**

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

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

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

#### **PSC-17. Bonds**

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

#### **PSC-18. Indemnification**

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

#### **PSC-19. Intellectual Property Indemnification**

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

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

**PSC-20. Intellectual Property Warranty**

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

**PSC-21. Ownership and License**

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

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

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

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

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

**PSC-22. Data Protection**

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

**PSC-23. Insurance**

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

**PSC-24. Best Terms**

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

**PSC-25. Warranty and Responsibility of Contractor**

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

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

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

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

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

**PSC-27. Child Support Assignment Orders**

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

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

**PSC-28.** Living Wage Ordinance

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

**PSC-29.** Service Contractor Worker Retention Ordinance

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

**PSC-30.** Access and Accommodations

**CONTRACTOR** represents and certifies that:

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

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

**PSC-31. Contractor Responsibility Ordinance**

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

**PSC-32. Business Inclusion Program**

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

**PSC-33. Slavery Disclosure Ordinance**

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

**PSC-34. First Source Hiring Ordinance**

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

**PSC-35. Local Business Preference Ordinance**

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

**PSC-36. Iran Contracting Act**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PSC-42.** Possessory Interests Tax

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

**PSC-43. Confidentiality**

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

**EXHIBIT 1**

**INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

**CONTRACTUAL REQUIREMENTS**

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

## Required Insurance and Minimum Limits

Name: \_\_\_\_\_

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

Agreement/Reference: \_\_\_\_\_

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

	Limits
<p>___ <b>Workers' Compensation (WC) and Employer's Liability (EL)</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <p><input type="checkbox"/> Waiver of Subrogation in favor of City</p> <p><input type="checkbox"/> Longshore &amp; Harbor Workers</p> <p><input type="checkbox"/> Jones Act</p> </div> <div style="width: 45%; text-align: right;"> <p>WC _____</p> <p>Statutory _____</p> <p>EL _____</p> </div> </div>	
<p>___ <b>General Liability</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <p><input type="checkbox"/> Products/Completed Operations</p> <p><input type="checkbox"/> Fire Legal Liability</p> <p><input type="checkbox"/> _____</p> </div> <div style="width: 45%; text-align: right;"> <p><input type="checkbox"/> Sexual Misconduct _____</p> </div> </div>	
<p>___ <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)</p>	_____
<p>___ <b>Professional Liability</b> (Errors and Omissions)</p> <p style="margin-left: 20px;">Discovery Period _____</p>	_____
<p>___ <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)</p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <p><input type="checkbox"/> All Risk Coverage</p> <p><input type="checkbox"/> Flood _____</p> <p><input type="checkbox"/> Earthquake _____</p> </div> <div style="width: 45%; text-align: right;"> <p><input type="checkbox"/> Boiler and Machinery</p> <p><input type="checkbox"/> Builder's Risk</p> <p><input type="checkbox"/> _____</p> </div> </div>	_____
<p>___ <b>Pollution Liability</b></p> <p><input type="checkbox"/> _____</p>	_____
<p>___ <b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b></p>	_____
<p>___ <b>Crime Insurance</b></p>	_____

**Other:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## Required Insurance and Minimum Limits

Name: THE UNITED STATES CENTER FOR SAFESPORT

Date: 2/1/21

Agreement/Reference: SAFE SPORT SERVICES for the Los Angeles City

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

**Limits**

**Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory

EL 1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

**General Liability** City of Los Angeles must be named as additionally insured

1,000,000

Products/Completed Operations

Sexual Misconduct \_\_\_\_\_

Fire Legal Liability \_\_\_\_\_

\_\_\_\_\_

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

1,000,000

**Professional Liability** (Errors and Omissions)

Discovery Period \_\_\_\_\_

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

All Risk Coverage

Boiler and Machinery

Flood \_\_\_\_\_

Builder's Risk

Earthquake \_\_\_\_\_

\_\_\_\_\_

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

**Crime Insurance**

**Other:** Provided to: Matt Rudnick (213)202-2627

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.