

APPROVED

MAY 05 2022

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 22-099

DATE: May 05, 2022

C.D.

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: FIRST AMENDMENT TO CONTRACT NO. 1155 BETWEEN THE CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS AND NYLA PRODUCTIONS INCORPORATED FOR INSTRUCTIONAL AND CONSULTING SERVICES IN MEDIA PRODUCTION FOR THE EXPO CENTER

AP Diaz

M. Rudnick

H. Fujita

C. Santo Domingo

*J. Kim

N. Williams

[Handwritten signature]

[Handwritten signature] General Manager

Approved X

Disapproved

Withdrawn

If Approved: Board President [Handwritten signature]

Board Secretary [Handwritten signature]

RECOMMENDATIONS

- 1. Approve the First Amendment to Contract No. 1155 between the City of Los Angeles Department of Recreation and Parks (RAP) and NYLA PRODUCTIONS INCORPORATED (Contractor) to extend the term of Contract No. 1155 (Contract) by 12 months for a new termination date of August 25, 2022 for the provision of instructional and consulting services in media production for the EXPO Center, substantially in the form attached as Attachment 1 to this Report (First Amendment) and subject to approval of the City Attorney as to form;
2. Authorize RAP's General Manager or designee to make technical corrections as necessary to carry out the intent of this Report;
3. Authorize the General Manager to execute the First Amendment upon receipt of all necessary approvals.

SUMMARY

RAP staff recommends that the term of Contract No. 1155 with the Contractor be amended to extend the term of the Contract by twelve months with a new expiration date of August 25, 2022, as set forth in the First Amendment attached as Attachment 1 of this Report.

Through the Contract, the Contractor was hired to provide script writing classes, field trips, and identify industry mentors in media production for EXPO Center's youth ages 13 to 17.

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On August 26, 2020, RAP entered into Contract No. 1155 with NYLA PRODUCTIONS INCORPORATED for these instructional and media production services. The term of the Contract was for one year with a compensation amount of \$15,000.

The COVID-19 pandemic required RAP to postpone certain field trips and in-person classes which were to be provided under the Contract. In addition, due to the pandemic, production studios as well as the EXPO Center have been closed from March 13, 2020 to present. The contractor was unable to deliver all the services to be provided under the Contract. For example, Contractor was able to conduct two class sessions via Zoom but could not complete the third. RAP desires the Contractor to complete the services under the Contract during the upcoming 2022 summer quarter. The final sessions will allow youth to produce a teen talk show in person, where youth will be responsible for filming, script writing, and attending an industry field trip. The proposed First Amendment will extend the term of the Contract by an additional twelve months with a new expiration date of the Contract being August 25, 2022. Since the proposed amendment modifies the term of the Contract so that it is over one year, approval by the Board of Recreation and Park Commissioners (Board) is required. The scope of work and compensation amounts under the Contract will remain unchanged.

FISCAL IMPACT

Approval and execution of the First Amendment has no immediate impact to RAP's General Fund.

STRATEGIC PLAN INITIATIVES AND GOALS

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

Goal No. 2: Offer Affordable and Equitable Recreational Programming

Outcome No. 1: Improved health and social equity for young Angelenos

This Report was prepared by Belinda Jackson, Executive Director EXPO Center.

LIST OF ATTACHMENTS/EXHIBITS

- 1) Attachment 1 – First Amendment to Contract No. 1155
- 2) Attachment 2 – Original Contract No. 1155

**FIRST AMENDMENT TO CONTRACT NO. 1155
BETWEEN THE CITY OF LOS ANGELES,
DEPARTMENT OF RECREATION AND PARKS
AND NYLA PRODUCTIONS INCORPORATED**

This First Amendment to Contract No. 1155 (“First Amendment”) is entered into this _____ day of _____ 2022, by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as “CITY”) acting by and through its Department of Recreation and Parks (hereinafter referred to as “RAP”), and NYLA PRODUCTIONS INCORPORATED, a California corporation (herein referred to as “CONTRACTOR”).

RECITALS

WHEREAS, on August 26, 2020, Contract No. 1155 was entered into by and between the CITY and CONTRACTOR to provide certain instructional and consulting services in media production via in-person instruction or online instruction format with a focus on scriptwriting and editing for RAP’s EXPO Center’s Youth FX Urban Media program (“Contract”); and

WHEREAS, the Contract had a term of one (1) year commencing on August 26, 2020; and

WHEREAS, the COVID-19 pandemic required RAP to postpone certain field trips and in-person classes that were to be provided under the Contract; and

WHEREAS, due to the COVID-19 pandemic, only two of three virtual classes to be provided under the Contract have been completed and one remains incomplete; and

WHEREAS, the RAP and CONTRACTOR each desires to amend the Contract to extend the term of the Contract by 12 months such that the term of the Contract shall expire on August 25, 2022 in order to provide more time to deliver the services to be provided under the Contract.

NOW THEREFORE, BE IT RESOLVED, that RAP and the CONTRACTOR hereby amends the Contract effective August 24, 2020 as follows:

1. The first paragraph of Subsection A of Section II entitled “TERM OF PERFORMANCE” is hereby amended in its entirety and restated as follows in quotation marks:

“The term of this Contract shall commence at execution of this Agreement by the CITY and terminate August 25, 2022, (2) years from such execution date, subject to early termination by RAP as provided in the “Termination” (PSC-9) section of

the Standard Provisions for City Contracts (Rev. 10/17)[v.3] which is attached to this Agreement as Exhibit A and incorporated herein by this reference (“Term”).”

2. The following paragraph in quotation marks is hereby added as Section X of the Contract:

"Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders."

3. Other than as amended or modified by way of this First Amendment, all other terms and conditions of the Contract shall remain unchanged and in full force and effect.

(Signature page to follow)

**FIRST AMENDMENT TO CONTRACT NO. 1155
BETWEEN THE CITY OF LOS ANGELES,
DEPARTMENT OF RECREATION AND PARKS
AND NYLA PRODUCTIONS INCORPORATED**

Department of Recreation and Parks
City of Los Angeles
221 N. Figueroa Street 3rd Floor
Los Angeles, CA 90012

NYLA PRODUCTIONS INCORPORATED
4451 Don Ricardo Dr., Unit 20
Los Angeles, CA 90008

Michael A. Shull

Sherri McGee McCovey, President

Date: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: _____
Steven Hong, Deputy City Attorney

Date: _____

AGREEMENT BETWEEN
THE CITY OF LOS ANGELES DEPARTMENT OF
RECREATION AND PARKS
AND
NYLA PRODUCTIONS INCORPORATED

This Agreement ("Contract" or "Agreement") is entered into this 26 day of August, 2020, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as "CITY"), and NYLA PRODUCTIONS INCORPORATED, an California corporation (hereinafter referred to as "CONTRACTOR"), with its principal office located at 4451 Don Ricardo Dr., Unit 20, Los Angeles, CA 90008, regarding the provision of consulting services to be provided by CONTRACTOR's employee, SHERRI MCGEE MCCOVEY, to EXPO Staff in areas of the media production industry in the performance of the services set forth in this Agreement. The CONTRACTOR'S employee, SHERRI MCGEE MCCOVEY, will provide scriptwriting classes, field trips, and identify industry mentors in media production for EXPO Center's Youth FX Urban Media program which has 200 active participants, as more fully set forth in this Agreement. CITY and CONTRACTOR shall be referred to collectively herein as the "PARTIES".

RECITALS

WHEREAS, the Department of Recreation and Parks of the City of Los Angeles (hereinafter referred to as the "RAP") owns, operates and maintains various parks and recreational facilities throughout the City of Los Angeles; and

WHEREAS, the CONTRACTOR'S employee, SHERRI MCGEE MCCOVEY, is a well-known script and freelance writer, producer, and author whom has worked on shows such as the NAACP Image Award winning late night talk show *Mo`Nique*, award winning music competition show *Sunday Best*, *Family Food Fight* competition show with Ayesha Curry, and is a member of the Writer's Guild and a board member of the Hope in a Suitcase charitable organization; and

WHEREAS, RAP seeks to offer programs seeking to empower young women to tell their stories and to produce training in multi-media production; and

WHEREAS, CONTRACTOR, through its employee SHERRI MCGEE MCCOVEY, is experienced in providing services of the type required, is willing to perform such services, and can provide such service to RAP; and

WHEREAS, it is in RAP's best interest to secure said services from CONTRACTOR; and,

WHEREAS pursuant to the Los Angeles Administrative Code Section 10.1.1 (a), RAP's General Manager is authorized to approve contracts which obligate the CITY for periods not exceeding one (1) year and which involve consideration reasonably valued at up to Twenty Thousand Dollars (\$20,000); and

WHEREAS, pursuant to Charter Section 509 (d), the General Manager of RAP controlled by the Board of Recreation and Park Commissioners has authority to expend the funds of RAP in accordance with the provisions of the budget appropriations or appropriation made after the adoption of the budget; and

WHEREAS, pursuant to Charter Section 371 (e)(1), competitive bidding is not required for contracts valued at less than Twenty Thousand Dollars (\$20,000); and

WHEREAS, the total compensation to be provided to CONTRACTOR is for a small amount valued at Fifteen Thousand Dollars (\$15,000), and the cost of soliciting bids or proposals would be unwarranted and wasteful in comparison the amount of services required or compensation paid by RAP, and would result in an expenditure of funds in excess of any benefit that could be gained by soliciting bids or proposals.

NOW, THEREFORE, CITY and CONTRACTOR, in consideration of the recitals above and of the terms, covenants, and conditions contained herein, agree as follows:

I. SCOPE OF SERVICES

Under the direction of RAP's Principal Recreation Supervisor I, Patricia Delgado, the CONTRACTOR shall, through its employee Sherri McGee McCovey, provide consulting services in media production via in-person instruction or online instruction format with a focus on scriptwriting and editing. RAP will not provide or be responsible for any equipment used by CONTRACTOR or any of its employees for online instruction and CONTRACTOR shall provide any and all such equipment necessary for its employees to provide such online instruction to participants. All such services performed shall be approved prior to performance by RAP and subject to review by RAP for satisfactory completion, and all services to be provided under this Agreement shall be provided by CONTRACTOR's employee Sherri McGee McCovey. Such services shall include, without limitation, the following:

- 1) As requested, develop media scriptwriting workshops for the following programs:
 - a. Girls and Media Program will empower young women to tell their stories through digital media, building technical skills while also igniting community activism and sparking social change,
 - b. FX Media Program will provide youth ages 14-18 with access to music and video production software and equipment to create multimedia projects.
- 2) Develop a program evaluation plan.
- 3) Identify and secure three (3) industry field trips for EXPO Center youth per quarter (winter, spring and summer, seven weeks each). All field trips will be contingent on approval by State and County regulations. During the COVID -19 pandemic, field trips will be replaced with three (3) similar or alternative online events in type, content and format to be approved by RAP.

- 5) Provide consultation to staff and youth for the RE@CH Festival, an annual Clubhouse Network Program. Work with youth participants and staff to produce a communication film project for EXPO Center.
- 6) Draft a final evaluation report including surveys of students and performance evaluation of the programs and field trips.
- 7) Develop an instructor manual for EXPO Center media programs.

II. TERM OF PERFORMANCE

- A. The term of this Contract shall commence at execution of this Agreement by the CITY and terminate one (1) year from such execution date, subject to early termination by RAP as provided in the "Termination" (PSC-9) section of the Standard Provisions for City Contracts (Rev. 10/17) [v.3] which is attached to this Agreement as Exhibit A and incorporated herein by this reference ("Term").

The Representatives of RAP shall be:

Belinda Jackson
Executive Director
Department Recreation and Parks
EXPO Center
3980 Bill Robertson Lane
Los Angeles, CA 90037

The Representatives of the CONTRACTOR shall be:

Sherri McCovey
4451 Don Ricardo Dr., Unit 20
Los Angeles, CA 90008

III. COMPENSATION

RAP shall pay CONTRACTOR an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) for services provided pursuant to this Agreement. RAP shall pay CONTRACTOR, during the term, for services rendered under this Agreement, on an as needed basis. The CONTRACTOR will be compensated for 3 quarters (Winter, Spring and Summer, 7 weeks each), as follows:

- 21 writing workshops - \$500 per workshop session (to include final film

- 4) Develop and implement script writing workshops for various genres to include TV, sitcom, and reality shows.

- project) (in-person or online as may be determined by RAP)
- Coordination and implementation of three field trips per quarter at \$500 per quarter, or alternative on-line events in-lieu of field trips as may be determined and approved by RAP).
 - Upon receipt of the final evaluation report and an instructor manual - \$1,000 (one-time payment)
 - Provide consultation for the Annual RE@CH Festival – CONTRACTOR to be compensated no more than \$2,000 for this one item, billed at a rate of \$200 per hour (CONTRACTOR will be paid \$200 an hour for up to 10 hours).

To receive payments, CONTRACTOR shall submit invoices to:

Belinda Jackson
Executive Director
Department Recreation and Parks
EXPO Center
3980 Bill Robertson Lane
Los Angeles, CA 90037

The invoice shall conform to CITY standards and include, at a minimum, the following information:

1. Name and address of CONTRACTOR
2. Date of invoice and period covered
3. Contract Number
4. Description of the completed task and amount due for the task, including:
 - a. Name of personnel working on the task
 - b. Hours spent on the task and timesheet supporting charges (if applicable)
 - c. Rate per hour (if applicable) and/or total due
5. Remittance address (if different from company address)

All invoices shall be submitted on CONTRACTOR's letterhead, containing CONTRACTOR's official logo, or other unique and identifying information such as the name and address of CONTRACTOR. Evidence that tasks have been completed, in the form of monthly reports, shall be attached to all invoices. CONTRACTOR shall submit invoices within thirty (30) days of services performed. CITY shall endeavor to make payment within thirty (30) days after receiving the invoice.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. The CITY will not compensate CONTRACTOR for costs incurred in invoice preparation. The CITY may request changes to the content and format of the invoice and supporting documentation at any time. The CITY reserves the

right to request additional supporting documentation to substantiate costs at any time.

Any use of subcontractors by CONTRACTOR shall be approved by CITY in advance. Tasks completed by subcontractors shall be supported by subcontractor invoices, copies of digital or print designs, or other unique documentation that substantiates their charges. These charges shall be made to the CONTRACTOR and included as part of the invoice to the CITY (within the total agreed payment amount).

Failure to adhere to these policies may result in nonpayment pursuant to Charter Section 262(a), which requires the City Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

The contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. The professional services that RAP is requesting shall be on an as-needed basis; RAP, in entering into this Agreement, guarantees no minimum amount of business or compensation. This Contract shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts PSC - 9 (Rev. 10/17) [v.3].

IV. WARRANTY

- A. CONTRACTOR warrants that it will rectify, at no cost to the CITY, any defects in connection with service it supplies to CITY, whether performed by itself or its subcontractor, if CITY provides evidence that the service has been performed inadequately or inexpertly.
- B. The limitation period for warranty claims in connection with the service performed under this Agreement is six months after the Term.
- C. CONTRACTOR hereby makes the representations and warranties set forth in the "Intellectual Property Warranty" (PSC-20) section and the "Warranty and Responsibility of Contractor" (PSC-25) section of the Standard Provisions for City Contracts attached as Exhibit A to this Agreement and incorporated herein and made a part hereof by this reference.

V. INSURANCE

CONTRACTOR is required to carry General Liability, Employer Liability, and Worker's Compensation insurance as specified in the Standard Provisions for City Contracts (Exhibit A to this Agreement, PSC - 23) and specified on Form 146 (Exhibit B Form 146 Insurance Requirements).

VI. INDEMNIFICATION

CONTRACTOR agrees to the indemnification obligations, including the intellectual property indemnification, specified in the Standard Provisions for City Contracts (Exhibit A to this Agreement, PSC-18, PSC-19).

VII. OWNERSHIP AND LICENSE

CONTRACTOR acknowledges that its services performed and products delivered under this Agreement shall be considered "Work Product" for purposes of section PSC-21 "Ownership and License" of the Standard Provisions for City Contract, attached as Exhibit A to this Agreement and incorporated herein and made a part hereof by this reference, and CONTRACTOR agrees to comply with, and be bound by, the provisions of such section.

VIII. RATIFICATION

At the request of R A P , and because of the need therefore, CONTRACTOR began performance of the services required hereunder prior to the execution of this Contract. By its execution hereof, CONTRACTOR hereby accepts that such services are subject to all of the terms, covenants, and conditions of this Contract, and CONTRACTOR's performance of such services.

IX. INCORPORATION OF DOCUMENTS

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

- Exhibit A Standard Provisions for City Contracts (Rev. 10/17) [v.3]
- Exhibit B Form 146 Insurance Requirements

The order of precedence in resolving conflicting language, if any, in the documents shall be: (1) This Contract; (2) Exhibit B; and (3) Exhibit A.

(Signature Page to Follow)

AGREEMENT BETWEEN
THE CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS
NYLA PRODUCTIONS INCORPORATED

NYLA PRODUCTIONS INCORPORATED

4451 Don Ricardo Dr., Unit 20
Los Angeles, CA 90008

By *Sherri McCovey*

Sherri McGee McCovey, President

Date: 8-25-20

DEPARTMENT OF RECREATION AND PARKS
City of Los Angeles
221 North Figueroa Street, Suite 180
Los Angeles, CA 90017

By *M. Shull*

MICHAEL SHULL, General Manager

Date: 8/26/2020

Approved as to Form:

Date: 8/26/20

MICHAEL N. FEUER
City Attorney

By *Shy*

STEVEN HONG
Deputy City Attorney