

APPROVED

JUNE 01 2023

**BOARD OF RECREATION
AND PARK COMMISSIONERS**

BOARD REPORT

NO. 23-114

DATE June 01, 2023

C.D. 5

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: CHEVIOT HILLS RECREATION CENTER – PROPOSED LICENSE AGREEMENT WITH THE UNITED STATES GOLF ASSOCIATION FOR USE OF A PORTION OF THE PARKING LOT IN CONNECTION WITH THE 2023 U.S. OPEN GOLF CHAMPIONSHIP CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) [ISSUANCE, RENEWAL OR AMENDMENT OF ANY LEASE, LICENSE OR PERMIT TO USE AN EXISTING STRUCTURE OR FACILITY INVOLVING NEGLIGIBLE OR NO EXPANSION OF USE] OF CITY CEQA GUIDELINES AS WELL AS TO ARTICLE 19, SECTION 15301 OF CALIFORNIA CEQA GUIDELINES

B. Aguirre _____ M. Rudnick _____

C. Santo Domingo _____

*B. Jackson BQ _____ N. Williams _____

[Signature]
General Manager

Approved X _____ Disapproved _____ Withdrawn _____

If Approved: Board President [Signature] Board Secretary [Signature]

RECOMMENDATIONS

1. Approve the proposed License Agreement (Agreement), between the Department of Recreation and Parks (RAP) and the United States Golf Association (USGA), substantially in the form attached hereto as Attachment No. 1, for the use of a portion of the Cheviot Hills Recreation Center parking lot, as described in the Summary of this Report, in connection with the 2023 U.S. Open Golf Championship, subject to City Attorney approval as to form;
2. Determine that the project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) [Issuance, renewal or amendment of any lease, license or permit to use an existing structure or facility involving negligible or no expansion of use] of City CEQA Guidelines and Article 19, Section 15301 of California CEQA Guidelines and direct RAP staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;

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3. Authorize RAP's Chief Accounting Employee to prepare a check for Seventy-Five Dollars (\$75.00) to the Los Angeles County Clerk for the filing of the NOE; and
4. Authorize RAP's General Manager or designee to execute the Agreement upon the completion of all required approvals; and
5. Authorize RAP staff to make necessary technical corrections to carry out the intent of this Report.

SUMMARY

Cheviot Hills Recreation Center (Cheviot Hills) is located in West Los Angeles at 2551 Motor Ave, Los Angeles, CA 90064. The facility has a large parking lot on Motor Avenue containing 325 parking spaces. The USGA is requesting to use a portion of the parking lot (225 parking spaces) (Premises) for overflow parking during the 2023 U.S. Open Golf Championship (US Open) which is being held at the Los Angeles Country Club. The term of the proposed License Agreement for use of the Premises is June 12, 2023 to June 18, 2023, and the portion of the parking lot licensed to USGA is depicted in Exhibit A of the License Agreement. Hours of use would be from 12:01 am on June 12, 2023 to 11:59 pm on June 18, 2023, which may be extended in the event the US Open requires additional days to complete. RAP shall have no obligation to provide staff, supplies, equipment, services, or funding. Staff has been in communication with our various groups about the impact and signage which will be up the week prior to the licensed use to notify the community.

Under the License Agreement, the fee to be paid by USGA for its use of the Premises area shall be \$25,000.00. Additionally, prior to the US Open, the USGA will provide for public viewing and picture taking at the City's Rancho Park Golf Course ("Rancho") the U.S. Open championship trophy on a date and time as mutually agreed USGA and RAP. Also, participants of RAP's summer day camps are invited to the US Open Fan Fest at the Westfield mall in Century City. RAP's Cheviot Hills employees have informed all permit groups and municipal sports office of USGA's use of the Premises, and there will be signage placed in the parking lot starting on Monday, June 5th informing the community of the use of the Premises by USGA.

The Assistant General Manager of the Recreation Services Branch, Superintendent of the West Region, and the Principal Recreation Supervisor II, have reviewed and support the Agreement.

ENVIRONMENTAL IMPACT

The proposed Project consists of issuance of a license to use an existing facility involving negligible or no expansion of use.

According to the parcel profile report retrieved on May 27, 2023, this area resides in the methane zone. All the activities included in the license agreement are going to take place outdoors and no

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enclosed structures will be placed on the site, therefore the proposed project will not increase the risk of exposing subjects to methane seepage. The construction of this Project will not create conditions that could lead to liquefaction.

This site is not within a coastal or liquefaction zone, so there is no reasonable possibility that the proposed Project may impact on an environmental resource of hazardous or critical concern. The proposed uses will be limited to a very short period of time therefore the project will not have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed Project. As of May 27, 2023, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) and the State Water Resources Control Board (SWCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Project site or any contaminated sites near the Project area (within 500 feet). According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the proposed Project or within its site. Furthermore, the proposed Project is not located in proximity of a known historical resources and will not cause a substantial adverse change in the significance of any historical resource.

Based in this information, staff recommends that the Board of Recreation and Parks Commissioners (Board) determine that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) of City CEQA Guidelines and Article 19, Section 15301 of California CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.

FISCAL IMPACT

The proposed Agreement will have no adverse impact on RAP's General Fund as costs and expenses associated for the intended use will be paid by the USGA.

STRATEGIC PLAN INITIATIVES AND GOALS

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

Goal No. 6: Build Financial Strength and Innovative Partnerships

Outcome No. 2: Improve management of facilities and concessions.

This Report was prepared by Sonya Young Jimenez, Superintendent, West Region.

LIST OF ATTACHMENTS/ EXHIBITS

- 1) Proposed License Agreement, between RAP and USGA for the use of Cheviot Hills Recreation Center Parking Lot.

LICENSE AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND
THE UNITED STATES GOLF ASSOCIATION
TO USE PARKING FACILITIES

This LICENSE AGREEMENT ("AGREEMENT") is entered into effective as of June XX, 2023 ("COMMENCEMENT DATE"), by and between the City of Los Angeles, a municipal corporation ("CITY") acting by and through its Board of Recreation and Park Commissioners ("BOARD"), and the United States Golf Association, a not-for-profit corporation organized under the laws of the State of Delaware, located at Golf House, 77 Liberty Corner Road, Liberty Corner, New Jersey 07938 ("LICENSEE"). CITY and LICENSEE may be referred to herein individually as "PARTY", or collectively as "PARTIES".

WHEREAS, the LICENSEE will host the 2023 U.S. Open Championship (the "Championship") at The Los Angeles Country Club (the "Club") from Monday, June 12, 2023, through Sunday, June 18, 2023, including any such succeeding day or days that may be required for a play-off or postponement of the Championship; and

WHEREAS, the LICENSEE desires to use a portion of the parking lot for Cheviot Hills Recreation Center, located at 2551 Motor Avenue, Los Angeles, California 90064, which is owned by the CITY and is set forth in the attached Exhibit A which is attached hereto and made a part of this Agreement (the "PREMISES"), for LICENSEE's operational use during the Term (as such term is defined below) in accordance with the terms and provisions of this AGREEMENT; and

WHEREAS, the CITY, through its Department of Recreation and Parks (RAP) desires to provide use of the PREMISES to LICENSEE upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and conditions hereinafter set forth and other good and valuable consideration, LICENSEE and the CITY hereby agree as follows:

1. License to Use and Description of Premises.

In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to LICENSEE by this AGREEMENT, the use of the PREMISES solely for the purpose set forth in Section 4 ("PERMITTED USE"). RAP shall have no obligation to provide staff, supplies, equipment, services, or funding for the operation of the PERMITTED USE. The PREMISES authorized for use by LICENSEE under the terms and conditions of this AGREEMENT are:

- a. That portion of Cheviot Hills Recreation Center parking lot (225 parking spaces) as denoted on the Site Map attached hereto as Exhibit A.

2. Term and Termination

The term of this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be from June 12, 2023 and ending on Sunday, June 18, 2023. CITY may revoke this AGREEMENT at any time or if LICENSEE does not comply with the conditions contained herein. Upon receipt of the written notice of termination, LICENSEE shall return the property to its original condition and discontinue all use of the PREMISES permitted under this AGREEMENT.

3. Access to Premises

LICENSEE, shall, and shall cause any of its authorized third parties to, abide by the terms and conditions expressed in this AGREEMENT and will cooperate fully with RAP and its employees in the performance of their duties. Any third party access and use of the PREMISES shall be supervised by the LICENSEE at all times while such third-party is present at the PREMISES, and RAP on-site staff shall be made aware of such third-party activities

LICENSEE's access and use of the PREMISES shall be as follows (PERMITTED TIMES"): From 12:01 am on June 12, 2023 to 11:59 pm on June 18, 2023 for parking for staff, media and volunteers during the Championship, which may be extended to accommodate additional days required to complete the Championship. LICENSEE shall not utilize PREMISES during hours other than the authorized PERMITTED TIMES, without RAP's prior written authorization. LICENSEE shall cooperate with RAP personnel and staff on all matters relative to the conduct of operations or any activity, event, and/or special use, including concerns related to parking, traffic, security, and attendance, at the PREMISES.

Authorized representatives, agents, and employees of RAP shall have the right to enter the PREMISES at any and all times. In no event shall CITY be responsible or liable to LICENSEE for any inconvenience, disturbance, or other damage to LICENSEE by reason of the performance by CITY of any activities or work in, upon, above or under the PREMISES or for bringing materials, tools, and equipment in, through, above, or under the PREMISES, nor shall the same constitute any grounds for any payments, or abatement of payments, hereunder.

CITY makes no warranties whatsoever regarding the condition of the PREMISES. LICENSEE has inspected the PREMISES and found it suitable for LICENSEE's purposes. CITY shall not be liable for any personal injury or damage to property which LICENSEE or its guests or invitees may incur, regardless of the cause thereof. LICENSEE hereby releases CITY from all such liability, it being the intent of the Parties that LICENSEE shall maintain adequate insurance to cover any such

losses. If a governmental body with jurisdiction over the PREMISES and/or the CITY or RAP determines that a certain activity, or all of the activities, conducted on the PREMISES are material threats to public safety as may be determined by the CITY, CITY may immediately suspend and/or terminate LICENSEE's right to conduct such activities at the PREMISES by providing written notice to LICENSEE of such suspension. Such activities shall remain suspended until they are no longer deemed a threat to public safety, at which time the CITY shall promptly provide written notice to LICENSEE of same.

It is understood by PARTIES that the PREMISES are located in public PARKS and therefore shall not be considered exclusive to the LICENSEE, nor shall access to the PREMISES be restricted to the general public.

4. Permitted Use and Use Restrictions

LICENSEE shall not expand and/or change the scope of PERMITTED USE set forth in this Section without the prior written approval and consent of the BOARD through an amendment to this AGREEMENT. LICENSEE is authorized to use the PREMISES in accordance with the following conditions:

- a. PERMITTED USE: LICENSEE shall use the PREMISES solely for the following: LICENSEE shall operate the Cheviot Hills Parking lot for parking staff, media and volunteers for the Championship. No more than 225 vehicles shall be allowed on the PREMISES during the PERMITTED TIMES. LICENSEE shall provide on the PREMISES at its own expense parking attendants to assist with parking. LICENSEE shall be responsible for all costs and expenses related to its use of the PREMISES and the maintenance of any supplies, property and equipment it provides as part of its use of the PREMISES.
- b. LICENSEE shall comply with all RAP policies and procedures as well as all Federal, State, County, and local regulations, orders and mandates, including but not limited to health and safety orders and guidelines related to COVID-19, and background checks and fingerprinting for any volunteer or paid staff participating in the activities at the PREMISES, throughout the TERM of this AGREEMENT. In doing so, LICENSEE shall maintain regular communication with RAP staff to ensure LICENSEE's compliance with such policies, procedures, regulations, orders and requirements and LICENSEE shall be solely responsible for all costs related to ensuring such compliance.
- c. LICENSEE shall not sub-let or issue any permit for use of the PREMISES.
- d. LICENSEE shall comply, and ensure any of its employees, volunteers and authorized third parties complies with all applicable CITY, State and Federal

rules, laws and regulations in the performance of this AGREEMENT and in the operation of LICENSEE's activities on the PREMISES.

- e. LICENSEE is solely responsible for the actions of all individuals and/or organizations participating in its activities at the PREMISES, and shall ensure that such individuals and/or organizations agree in writing to abide by all conditions set forth in this AGREEMENT.
- f. The dispensing and /or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages) shall not be permitted on the PREMISES.
- g. No merchandise shall be sold or authorized to be sold on the PREMISES.

5. Obligations of LICENSEE. LICENSEE shall:

- a. Obtain any and all operating permits and/or licenses that may be required in connection with its operations, including but not limited to, tax permits, business licenses, health permits, certifications, etc.
- b. Punctually pay or cause to be paid all LICENSEE financial obligations incurred in connection with the use and maintenance of the PREMISES as set forth in this AGREEMENT. LICENSEE shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with LICENSEE's use of the PREMISES to the extent such claims do not arise due to any CITY action or omission.
- c. Prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages), which is NOT one of the PERMITTED USES authorized herein, and therefore shall not be permitted to occur on the PREMISES under any circumstances.
- d. Employees of LICENSEE and/or persons working on its behalf, including, but not limited to, its contractors, volunteers and subcontractors (collectively, "Contractor Personnel") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with City employees, contractors, or volunteers, (2) working on City property while performing services under this Agreement, and/or (3) coming into contact with the public while performing services under this Agreement (collectively, "In-Person Services"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel has 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, LICENSEE shall obtain proof that such Contractor Personnel has been fully vaccinated. LICENSEE shall retain such proof for no less than three years from the

COMMENCEMENT DATE and provide it to CITY upon request. LICENSEE shall grant medical or religious exemptions to Contractor Personnel as required by law.

6. Maintenance and Repair of Premises

During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, LICENSEE, at its sole cost and expense, shall perform the functions of maintenance and/or repair of the PREMISES as described herein.

- a. LICENSEE accepts PREMISES in its current condition and hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the PREMISES or which may otherwise arise by reason of the use of PREMISES, and releases and discharges the CITY from any claims therefore. CITY shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the PREMISES, nor any appliance or fixture thereon, whether installed by CITY or LICENSEE, and regardless of cause.
- b. LICENSEE, in performing all required maintenance and repair of the PREMISES, shall provide all staff and materials, supplies, equipment, and funds necessary to perform appropriate maintenance and/or repairs. All maintenance and/or repair shall be performed to the reasonable satisfaction of CITY and in consultation with CITY's designated representative, or by CITY's written request and/or instruction.
- c. LICENSEE shall perform the following maintenance duties on daily basis:
 - i. Maintain PREMISES in a clean condition removing all debris and trash;
 - ii. Keep the PREMISES and the nearby areas clean at all times;
 - iii. Pick up and dispose of trash and debris whether by LICENSEE activity or activity of a contracted vendor or any participant of LICENSEE services;
 - iv. Prevent any trash or debris matter or material from being or accumulating upon said PREMISES such that it is clearly visible to public view;
 - v. Maintain PREMISES in a manner that is consistent and in compliance with all Federal, State, County and local regulations, orders and guidelines, including but not limited to health and safety orders and guidelines related to COVID-19.
- d. LICENSEE shall ensure that no offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard

detrimental to the public health, is permitted or allowed to remain on PREMISES.

- e. LICENSEE shall be responsible for securing LICENSEE's equipment and materials at the PREMISES during PERMITTED TIMES and ensuring the same during non-operating hours. CITY and/or RAP shall not be responsible for the security of LICENSEE personal property before, during, or after PERMITTED TIMES.
- f. LICENSEE shall immediately repair, or cause to be repaired, any damages to the PREMISES which occur during LICENSEE's activities or operations, or that is caused by LICENSEE's use of the PREMISES; LICENSEE acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the PREMISES immediately cease.

7. FEES AND COSTS

LICENSEE shall pay to RAP \$25,000 for the use of the PREMISES as contemplated herein ("FEE"). Payment of the FEE is due no later than at the execution of this AGREEMENT.

Payment of the FEE shall be made by check payable to: CITY OF LOS ANGELES, DEPARTMENT OF RECREATION AND PARKS.

In the event LICENSEE cancels the use of the PREMISES licensed under this AGREEMENT, LICENSEE shall pay the following cancellation fees in lieu of the FEE:

91 days or more prior to first day of PERMITTED USE - 10% of FEE

61-90 days prior to first day of PERMITTED USE - 20% of FEE

31- 60 days prior to first day of PERMITTED USE - 30% of FEE

30 days or less prior to first day of PERMITTED USE - 40% of FEE

Any time after first day of PERMITTED USE – 100% of FEE

In addition to the payment of the FEE, LICENSEE shall provide for public viewing and picture taking at the City's Rancho Park Golf Course ("Rancho") the U.S. Open championship trophy on a date and time as mutually agreed by LICENSEE and RAP prior to the Championship. Participants of RAP's summer day camps shall also be invited to the US Open Fan Fest at the Westfield mall in Century City.

8. Insurance

Before accessing and using the PREMISES under this AGREEMENT, and periodically as required during its TERM, LICENSEE shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. LICENSEE or any third party providing work or services under this AGREEMENT shall name the City of Los Angeles and

its boards, officers, agencies, employees, assigns and successors in interest as an additional insured for all required coverage(s), as applicable. LICENSEE will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to CITY's Risk Manager and shall include the types and minimum limits set forth in Exhibit B attached hereto and incorporated herein by reference.

- a. LICENSEE shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving LICENSEE thirty (30) calendar days written notice.

If any of the required insurance contains aggregate limits or applies to other operations of LICENSEE outside of this AGREEMENT, LICENSEE shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. LICENSEE shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within thirty (30) calendar days of the knowledge of same.

If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY's interest, LICENSEE shall provide CITY at least thirty (30) calendar days (ten (10) calendar days for non-payment of premium) prior written notice of such intended election. The notice will be sent by receipted delivery addressed as follows: City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, California 90012, or to such address as CITY may specify by written notice to LICENSEE.

- b. LICENSEE's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate this AGREEMENT or, at its discretion, pay to procure or renew such insurance to protect CITY's interest, and LICENSEE agrees to reimburse CITY for all money so paid for such procurement or renewal.
- c. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of LICENSEE's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

9. Indemnification

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, LICENSEE 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, (1) 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), (2) damages or liability of any nature whatsoever, (3) for death or injury to any person, including LICENSEE's employees and agents, or (4) 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 LICENSEE, its subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT. This provision will survive expiration or termination of this AGREEMENT.

LICENSEE is aware of the condition of the PREMISES and accepts the PREMISES in its present condition, and agrees to abide by all health and safety regulations and orders. LICENSEE has carefully reviewed this document, understands its contents, and signs it voluntarily, without being subject to coercion.

LICENSEE further acknowledges and agrees that it knowingly and freely assumes all COVID-19 related risks, both known and unknown, relating to exercising the terms and conditions of this AGREEMENT and LICENSEE hereby forever releases, waives, relinquishes, and discharges CITY, along with its officers, agents, employees, or other representatives, and their successors and assigns, from any and all COVID-19 related claims, demands, liabilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, as a result of LICENSEE's performance under this AGREEMENT, including but not limited to personal injuries, death, disease or property losses, or any other loss, and including but not limited to claims based on the alleged negligence of any City Representative or any other person related to COVID-19 sanitization. LICENSEE further promises and agrees to indemnify and hold CITY harmless from any and all damages resulting from the contraction of COVID-19.

10. Signage.

No signs or banners of any kind shall be displayed by LICENSEE unless previously approved in writing by RAP, and the BOARD when required pursuant to RAP policy and protocol(s), and/or the RAP General Manager or his or her designee. RAP may require removal or refurbishment, at LICENSEE's expense, of any sign previously approved by RAP and installed, or caused to be installed, by LICENSEE.

11. Notices and Contacts.

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

Contacts for the CITY:

Jimmy Kim
General Manager
City of LA Department of Recreation and Parks
221 N. Figueroa Street
Suite 350
Los Angeles, CA 90012
Email: jimmy.kim@lacity.org

Contacts for LICENSEE:

Reginald Jones
Managing Director, Open Championships
United States Golf Association
77 Liberty Corner Road
Liberty Corner, New Jersey 07938
Email: rjones@usga.org

Copy to:

Chief Legal Officer
United States Golf Association
77 Liberty Corner Road
Liberty Corner, New Jersey 07938
cfraser@usga.org

12. Representations and Warranties

CITY and LICENSEE each represents and warrants to the other that it has full power and authority to execute this AGREEMENT and to perform its obligations and requirements hereunder. This AGREEMENT constitutes the valid and legal binding obligation of CITY and LICENSEE, enforceable in accordance with its terms and conditions.

13. No Joint Venture or Agency Relationship

Nothing herein contained shall be construed to place the PARTIES to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. LICENSEE shall have no power to obligate or bind CITY in any manner whatsoever. Under no circumstances will LICENSEE represent itself to be an agent of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in LICENSEE the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

14. Relationship of Parties

PARTIES agree that no other party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other party, except as expressly provided herein.

15. Safe Practices and Background Checks

LICENSEE shall correct violations of safety practices during its PERMITTED USE immediately and shall cooperate fully and in good faith with CITY in the investigation of accidents or deaths occurring on the PREMISES. In the event of death or serious injury (requiring an emergency room hospital visit), LICENSEE must notify the RAP contacts referenced in Section 16 as soon as possible but no later than twenty-four (24) hours after LICENSEE has knowledge of the incident by telephone call, with a follow up email notice. Notice of non-serious injuries occurring at the PREMISES shall be provided to RAP within seventy-two (72) hours. LICENSEE shall maintain at the PREMISES a record of non-serious injuries occurring on the PREMISES, copies of which shall be provided to RAP upon receipt of a written request therefor. LICENSEE shall keep internal documentation of the incident(s) occurring during the previous two (2) years and provide RAP with such information upon request.

LICENSEE is solely responsible for creating and enforcing protocols ensuring all persons participating in its activities on the PREMISES comply with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors and subcontractors engaging in the PERMITTED USES described herein, including certifications, licensing, California DOJ background checks, Live Scan fingerprinting, and including but not limited to compliance with California Assembly Bill 506. LICENSEE shall, at its sole expense, obtain and maintain information and documentation verifying its compliance with this provision and the results of such compliance and provide such information and documentation to RAP upon request.

16. Suspected Child Abuse

LICENSEE must promptly contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at the PREMISES. LICENSEE shall notify the RAP contacts specified in Section 16 within 24 hours after a report has been made.

17. Hazardous Substances

PARTIES agree that the PREMISES shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. LICENSEE shall use the PREMISES in compliance with laws pertaining to hazardous substances and ensure that no pesticides, insecticides, herbicides and rodent poisons not in compliance with this section are used at the PREMISES. As used herein, "hazardous substances" shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of CITY or LICENSEE to any governmental agency or third party under applicable statute. No lead or oil-based paint, paint thinner, varnishes, lacquers and stain shall be brought onto or stored at the PREMISES.

18. Taxes and Possessory Interest

LICENSEE shall pay all taxes of whatever character that may be levied or charged upon the rights of LICENSEE to use the PREMISES, or upon LICENSEE's improvements, fixtures, equipment, or other property thereon or upon LICENSEE's operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as a "Possessory Interest" and such property interest will be subject to property taxation. LICENSEE, as the party in whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

19. Incorporation of Documents

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

Exhibit A: Site Map for Cheviot Hills RC parking lot

Exhibit B: Insurance Requirements

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

20. Ratification

LICENSEE may have begun performance of the PERMITTED USE authorized hereunder prior to the execution of this Agreement. By its execution hereof, CITY hereby ratifies LICENSEE's use of the PREMISES during the Term to the extent such use was in accordance with the provisions of this Agreement, and LICENSEE agrees that such use shall remain subject to all of the provisions of this Agreement.

(THE NEXT PAGE IS THE SIGNATURE PAGE)

EXHIBIT A

Use of Property: The outlined space below within Cheviot Hills Recreation Center will be used by the Association for the purpose of parking vehicles from June 12 to June 18, 2023. This area represents approximately 225 paved parking spaces. The remainder of the Cheviot Hills Recreation Center will remain open for normal park functions.



EXHIBIT B

(W-9 FORM)
Attached

EXHIBIT C

Insurance Requirements

Form Gen 146 (Rev. 6-12)

Clear Form

Required Insurance and Minimum Limits

Name The United States Golf Association Date 05/24/2023

Agreement Reference LOA - Use of Parking Facilities for 2023 US Open Championship, Cheviot Hills Recreation Center

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

	Limits
<input checked="" type="checkbox"/> Workers' Compensation (WC) and Employer's Liability (EL)	
	WC <u>Statutory</u>
	EL <u>1,000,000</u>
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City	
<input type="checkbox"/> Longshore & Harbor Workers	
<input type="checkbox"/> Jones Act	
<input checked="" type="checkbox"/> General Liability <u>City of Los Angeles must be named as an additional insured party</u>	5,000,000
<input checked="" type="checkbox"/> Products/Completed Operations	
<input type="checkbox"/> Fire Legal Liability _____	
<input type="checkbox"/> _____	
<input type="checkbox"/> Sexual Misconduct _____	
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract other than commuting to/from work)	2,000,000
<input type="checkbox"/> Professional Liability (Errors and Omissions)	
Discovery Period _____	
<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage	
<input type="checkbox"/> Flood _____	
<input type="checkbox"/> Earthquake _____	
<input type="checkbox"/> Boiler and Machinery	
<input type="checkbox"/> Builder's Risk	
<input type="checkbox"/> _____	
<input type="checkbox"/> _____	
<input type="checkbox"/> _____	
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds	
<input type="checkbox"/> Crime Insurance	
Other: <u>Provided to: Sonya Young-Jimenez</u>	
<u>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://cap.lacity.org/risk/InsuranceForms.htm</u>	
<u>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.</u>	

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT as of the day and year first above written.

CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

By: _____
Jimmy Kim, General Manager

Date: _____

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Deputy City Attorney

Date: _____

United States Golf Association
By: Reginald Jones
Reginald Jones
Managing Director, Open Championships

Date: 5/30/23