

APPROVED

Sept 07, 2023

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 23-166

DATE: September 07, 2023

C.D. 3

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: RESEDA ICE RINK – APPROVE AWARD AND AUTHORIZE EXECUTION OF AGREEMENT FOR THE OPERATION AND MANAGEMENT OF THE FACILITY WITH JV ICE RESEDA, LLC

*B. Aguirre	<u>BA</u>	M. Rudnick	_____
B. Jones	_____	C. Santo Domingo	_____
B. Jackson	_____	N. Williams	_____

General Manager

Approved X _____ Disapproved _____ Withdrawn _____

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

RECOMMENDATIONS

1. Approve the award of an operation and management agreement to JV Ice Reseda, LLC for the operation and management of the Reseda Ice Rink, for a term of ten years with two five-year extension option exercisable at the sole discretion of the Department of Recreation and Parks (RAP) General Manager;
2. Approve the proposed agreement between the City of Los Angeles and JV Ice Reseda, LLC for the operation and management of the Reseda Ice Rink, in substantially the form attached as Attachment 1 to this Report (Agreement) and subject to the approval of the Mayor, the City Council, and the City Attorney as to form;
3. Direct the Board of Recreation and Parks Commissioners (Board) Secretary to transmit the proposed Agreement to the Mayor, in accordance with Executive Directive No. 3 (Villaraigosa Series), and concurrently to the City Attorney for review as to form;
4. Find, in accordance with Charter Section 1022, that it is necessary, feasible, and economical to secure these services by contract as RAP lacks sufficient and necessary personnel to undertake these specialized professional services;
5. Find, pursuant to Charter Sections 371(e)(2) and 371(e)(10), that in connection with the performance of the specialized professional services to be performed under the Agreement, the use of competitive bidding is not practical or advantageous and would be undesirable, impractical or otherwise excused by the common law because, unlike the purchase of a specified product, there is no single criterion, such as price comparison,

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that will determine which provider can best provide the services required by RAP for the operation and management of the Reseda Ice Rink (Facility) and because RAP has released a Request for Proposal (RFP) along with undertaking other outreach efforts to solicit proposals for the operation and management of the Facility but did not receive any responsive proposals;

6. Authorize RAP's General Manager or Designee to execute the proposed Agreement substantially in the form attached to this Report (Attachment 1) upon receipt of all necessary approvals and to make any necessary technical changes consistent with the Board's intent in approving this Report and proposed Agreement;

SUMMARY

The Reseda Ice Rink (Ice Rink) is located at 18128 and 18210 Sherman Way, Reseda, CA 91335. The Ice Rink consists of a 26,800 square-foot indoor ice rink, locker rooms, skate rental area, concession areas, seating areas, office space; an outdoor roller hockey rink and surrounding plaza; and ancillary support space.

JV Ice Reseda, LLC (Ice Reseda) is a joint venture between the Los Angeles Kings Hockey Club, LP (LA Kings) and American Sports Entertainment Co, LLC (ASEC). ASEC in partnership with LA Kings, currently operates six facilities in Southern California, including: Toyota Sports Performance Center in El Segundo, LA Kings Ice Pickwick in Burbank, the Cube in Santa Clarita, LA Kings Iceland in Paramount, LA Kings Ice at the Promenade in Palos Verdes, and Pickwick Bowling and Banquet Center in Burbank. Ice Reseda's management team has 27 years of experience in owning and operating ice rink recreational facilities.

RFP PROCESS

On April 13, 2022, a Request for Proposal (RFP) was released for the operation and management of the Ice Rink. Advertisement of the opportunity was conducted in the Los Angeles Business Journal, on RAP's website, and on the Regional Alliance Marketplace for Procurement website (rampla.org). RAP staff also identified regional ice rink operators and notified them of the opportunity. Despite these outreach efforts, RAP did not receive any responsive proposals in response to the RFP.

As a result of the unsuccessful RFP, and due to the specialized nature of the services related to ice rink operations, RAP conducted further due diligence and research into rink operators performing similar services in the Southern California region and ultimately entered into negotiations with Ice Reseda, having reviewed their ability to operate and manage the Ice Rink on RAP's behalf.

Negotiations over a proposed agreement between RAP and Ice Reseda were conducted for

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almost a year, with the resulting proposed Agreement being finalized.

DISCUSSION

The Ice Rink is currently under construction, with the City's Bureau of Engineering acting as the project manager. Construction is scheduled to be complete in 2024. Approval of the proposed Agreement will ensure that RAP has an experienced team in place to operate and manage the facility upon completion of construction.

Key terms of the Agreement include:

- A term of ten (10) years with two five (5) year extension option at RAP's sole discretion.
- A management fee paid by RAP to Ice Reseda as follows:

YEAR	GENERAL ADMINISTRATIVE EXPENSES	OPERATOR'S FEE	TOTAL
Year 1	\$36,000	\$150,000	\$186,000
Year 2	\$37,080	\$154,500	\$191,580
Year 3	\$38,192	\$159,135	\$197,327
Year 4	\$39,338	\$163,909	\$203,247
Year 5	\$40,518	\$168,826	\$209,344
Year 6	\$41,773	\$173,891	\$215,664
Year 7	\$42,985	\$179,108	\$222,093
Year 8	\$44,275	\$184,481	\$228,756
Year 9	\$45,603	\$190,015	\$235,618
Year 10	\$46,971	\$195,715	\$242,686
Year 11 (at RAP's option)	\$48,380	\$201,586	\$249,966
Year 12 (at RAP's option)	\$49,831	\$207,634	\$257,465
Year 13 (at RAP's option)	\$51,326	\$213,863	\$265,189
Year 14 (at RAP's option)	\$52,866	\$220,278	\$273,144
Year 15 (at RAP's option)	\$54,452	\$226,887	\$281,339
YEAR 16 (at RAP's option)	\$56,086	\$233,694	\$289,780
YEAR 17 (at	\$57,769	\$240,705	\$298,474

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RAP's option)			
YEAR 18 (at RAP's option)	\$59,502	\$247,926	\$307,428
YEAR 19 (at RAP's option)	\$61,287	\$255,364	\$316,651
YEAR 20 (at RAP's option)	\$63,126	\$263,025	\$326,151

- All revenue generated from the operation of the Ice Rink will support operation of the facility, with any net profit held by RAP. However, net profit exceeding \$1.7 million per year will be shared between RAP and Ice Reseda with eighty percent (80%) going to RAP and twenty percent (20%) going to Ice Reseda as an incentive fee, provided, however, that 1) the incentive fee shall only be payable if net revenues for the facility operations (i.e., gross receipts less operating expenses) exceed the applicable incentive fee in such year, and 2) in no circumstance shall the incentive fee, in any year, exceed 50% of net revenues for the facility operations (i.e., gross receipts less operating expenses) for such year.
- Ice Reseda will pay to RAP \$100,000 per year as a naming rights fee for the right to install their branding graphics at the facility in a manner and location(s) to be pre-approved by RAP. Renderings of the proposed branding with maximum dimensions are attached to this Report as Attachment 3. A three (3) percent escalator will apply to the naming rights fee for each year of the Agreement.
- Ice Reseda will manage all aspects of the facility including: facility rentals; managing and booking the calendar for open skate, training, and public use; sponsorship and marketing sales; community engagement; routine maintenance of facility and equipment; and general oversight of the facility.
- All furnishings, fixtures and equipment (FFE) will be provided by the City or reimbursed by the City for any FFE that Ice Reseda purchases directly.
- The LA Kings organization will provide youth ice skating and hockey programs at the facility on a year-round basis, including but not limited to the LA Skating Academy Learn to Skate program, the Lil Kings low-cost youth hockey program, the LA Kings Legends Youth Hockey development league, the Jr. Kings/LA Lions youth hockey program, and additional LA Kings youth hockey tournaments, clinics and development camps. LA Kings personnel will be directly involved in the oversight and management of these programs.
- The Ice Rink will be made available to youth under the age of 18 with (“Youth”),

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with the use by Youth taking precedence over other uses during the majority of non-school hours.

BACKGROUND & EXPERIENCE

The principals of Ice Reseda have over 27 years of experience in the operation and management of ice rink facilities. Shane Coppola, CEO of ASEC has served in his position since the inception of ASEC in 2008. He also serves on the board of directors of the United States Curling Association and has a background as an executive in the media industry.

Brad Berman, President and COO of ASEC has consulted in the design, construction and operation of twenty-six facilities throughout the U.S. which include multi-surface, ice, roller hockey, indoor soccer, fitness centers, golf facilities, and restaurants. He was also the President, CEO and founder of Iceoplex in the 1990s which was then the premier operator of skating entertainment centers. Mr. Berman has been the primary point of contact working with RAP in the development of the proposed Agreement and will be closely involved in developing the team at Reseda Ice Rink.

BUSINESS PLAN

Ice Reseda's philosophy on programming ice time is to have a balanced approach to scheduling. They are committed to first and foremost scheduling in-house and developmental programs customized for Reseda families, and will program a variety of activities to maximize participation by a variety of demographics.

Ice Reseda has identified several opportunities for growth with a focus on developing "learn-to-skate" and "learn-to-play" participation by community members. They will also build in-house hockey leagues for youth and adults; offer advanced figure skating programs; birthday parties; and summer camps. They will implement proven marketing strategies buoyed by their strong and detailed knowledge of the Southern California area. They also offer highly trained and qualified instructors as part of their successful team.

Ice Reseda's marketing focus is to create a brand identity for the facility that will position it to stand out as an ultimate location for figure skating, hockey, open skate, and entertainment. This will include developing a new website with integrated branding and a robust, interactive social media presence on various platforms. Additionally, Ice Reseda will organize charity events such as a hockey exhibition where patrons can meet players and alumni from the LA Kings.

Additional possible revenue streams include filming, hockey tournaments, and figure skating competitions. Ice Reseda has existing relationships on which to capitalize and grow these revenue streams.

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MANAGEMENT AND OPERATIONAL PLAN

Staffing will include a general manager, facility manager, hockey director, director of skating, manager of party and group sales, operations manager, hockey coaching staff, and other supporting full and part-time staff.

All staff members will undergo a thorough background and reference check to ensure the safety of patrons. Ice Reseda also believes in well educating their team, including attendance at national conferences in ice arena and facility management and many staff members are certified by the US Rink Association. Ice Reseda also offers competitive wages and benefits in order to attract high quality team members.

Operationally, Ice Reseda has numerous controls, policies, and procedures in place to ensure transparency and prevent any misappropriation of funds. For example, Ice Reseda contracts with Safehold Special Risk, a subsidiary of Wells Fargo as a loss control program for the facilities that they run. This system will be utilized at the Reseda Ice Rink, and includes regular inspections used to make recommendations to manage any risks.

Ice Reseda has a robust point of sale and facility management software from Sports IT that will be deployed at the Ice Rink. The system, called "Dash", enables the user to conduct and document sales, enable online registration with waivers, manage leagues, and manage financial reporting along with several other support functions.

CONCLUSION

RAP staff has reviewed Ice Reseda's qualifications and experience and the terms of the proposed Agreement and recommends the Board approve the proposed Agreement and its award to Ice Reseda. Council District 3 is very supportive of this Agreement with Ice Reseda.

FISCAL IMPACT STATEMENT

For the first full year of operation, Ice Reseda estimates total revenue of \$1,388,730 and net profit to RAP of \$157,572. In the tenth year, total revenue is estimated at \$2,099,724 with net profit to RAP of \$1,085,820.

STRATEGIC PLAN INITIATIVES AND GOALS

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

Goal No. 6: Build Financial Strength and Innovative Partnerships

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

Result: The approval of this report will ensure that the City has an experienced operator with a proven track record to operate the Reseda Ice Rink on its behalf.

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This report was prepared by Rachel Ramos, Senior Management Analyst II, Special Operations Branch, Concessions Unit.

LIST OF ATTACHMENTS

- 1) Proposed Agreement for the Operation and Management of the Reseda Ice Rink between the City of Los Angeles and JV Ice Reseda, LLC
- 2) Proforma prepared by JV Reseda, LLC
- 3) Branding, Signage and Renderings of the Reseda Ice Rink

OPERATION AND MANAGEMENT
AGREEMENT
FOR
RESEDA ICE RINK

Between

THE CITY OF LOS ANGELES
THROUGH ITS DEPARTMENT OF
RECREATION AND PARKS

And

JV ICE RESEDA, LLC

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OPERATION AND MANAGEMENT AGREEMENT
FOR
RESEDA ICE RINK

THIS OPERATION AND MANAGEMENT AGREEMENT is made and entered into this [_____] day of [_____], 2023, 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 ("RAP"), and *JV Ice Reseda, LLC a Delaware Limited Liability Company* (hereinafter referred to as "*OPERATOR*").

WHEREAS, RAP seeks to hire a company to oversee the operation and management of the Reseda Ice Rink 18128 and 18210 Sherman Way, Reseda, CA 91335; and

WHEREAS, RAP finds, in accordance with Charter Section 1022, that it is necessary, feasible and economical to secure these services by contract as it lacks sufficient and necessary personnel to undertake these specialized professional services; and

WHEREAS, RAP finds, pursuant to Charter Section 371 (e) (10), and Los Angeles Administrative Code Section 10.15(a)(10), that the use of competitive bidding would be undesirable, impractical or otherwise excused by the common law and the Charter because, unlike the purchase of a specified product, there is no single criterion, such as price comparison, that will determine which proposer can best provide the services required by RAP; and

WHEREAS, RAP utilized a standard request for proposal ("RFP") process to evaluate proposals received based upon the criteria included in the RFP; and

WHEREAS, the RFP solicited proposals for the operation and management of the Reseda Ice Rink; and

WHEREAS, RAP did not receive responsive proposals through its RFP process; and

WHEREAS, subsequent to the RFP process, RAP entered into negotiations directly with the OPERATOR, having reviewed the OPERATOR's ability to operate and manage the Reseda Ice Rink on RAP's behalf; and

WHEREAS, RAP and OPERATOR desire to enter into this AGREEMENT to assist RAP in providing the public with premium, high-quality patron and community experience and services at the Reseda Ice Rink through OPERATOR's operation and management of the facility as set forth herein.

NOW THEREFORE, in consideration of the terms, covenants and conditions hereinafter to be kept and performed by the respective parties, it is agreed as follows:

SECTION 1. DEFINITIONS

For the purpose of this AGREEMENT, the following words and phrases are defined and shall be construed as hereinafter set forth:

- AGREEMENT:** This OPERATION AND MANAGEMENT AGREEMENT and EXHIBITS [(A thru N)] attached thereto.
- ANNUAL MANAGEMENT FEE:** The annual compensation OPERATOR will receive for its services set forth herein as specified in SECTION 6, which may include any applicable INCENTIVE FEE.
- AUTHORIZED RECIPIENTS:** With respect to any person, the shareholders, partners, members, trustees, beneficiaries, directors, officers, employees, agents, representatives, legal counsel, accountants and lenders of such person or any of its affiliates.
- BOARD:** Board of Recreation and Park Commissioners.
- CITY:** The City of Los Angeles
- CITY'S FF&E** Furnishings, fixtures and equipment provided and/or purchased by the CITY for the FACILITY.
- EFFECTIVE DATE:** The date specified in SECTION 4 of this AGREEMENT.
- EVENT OF FORCE MAJEURE:** An act of God, fire, earthquake, hurricane, flood, riot, civil commotion, terrorist act, terrorist threat, storm, washout, wind, lightning, landslide, explosion, epidemic, pandemic, government shutdowns, declarations of national emergencies, any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities or war, a labor dispute which results in a strike or work stoppage affecting the FACILITY or services described in this AGREEMENT.
- FACILITY:** Reseda Ice Rink (which includes the outdoor

roller hockey rink), located at 18128 and 18210 Sherman Way Reseda, CA 91335

GAAP
GENERAL MANAGER:

Generally Accepted Accounting Principles. The *OPERATOR* employee designated as the Reseda Ice Rink General Manager to oversee, operate and manage the FACILITY.

INCENTIVE FEE

Amount payable to OPERATOR in addition to the ANNUAL MANAGEMENT FEE as more fully set forth in SECTION 6.

LAAC:

Los Angeles Administrative Code

LAMC:

Los Angeles Municipal Code

OPERATING
EXPENSES:

Any and all expenses paid or incurred by or on behalf of OPERATOR in connection with the performance of its obligations under this AGREEMENT, including (i) all expenses incurred by OPERATOR in the operation of the FACILITY, (ii) UTILITY COSTS, (iii) any purchase, lease or other expense paid or incurred by OPERATOR on behalf of RAP related to operating the FACILITY (including, but not limited to, the FACILITY operating expenses detailed in SECTION 7, (iv) all FACILITY personnel costs incurred by OPERATOR, (v) CITY'S costs for CITY'S FF&E and (vi) the ANNUAL MANAGEMENT FEE. The OPERATING EXPENSES shall be calculated in compliance with this AGREEMENT and GAAP.

OPERATOR

JV Ice Reseda, LLC a Delaware Limited Liability Company.

OPERATOR CONFIDENTIAL
INFORMATION:

information relating to OPERATOR'S pre-existing general business (and not exclusively relating to the FACILITY or first developed in connection with the operation of the FACILITY) that derives value, actual or potential, from not being generally known to or readily ascertainable by others through proper and permitted means, and any documents and information relating to OPERATOR'S business (and not exclusively

PREMISES:	relating to the FACILITY) or specifically designated by OPERATOR in writing as confidential or which, by its nature, would reasonably be understood to be confidential or proprietary. The geographical area, as defined in SECTION 3 of this AGREEMENT, including the FACILITY.
RAP:	The Department of Recreation and Parks, acting through the Board of Recreation and Park Commissioners or General Manager
RAP GENERAL MANAGER:	The General Manager of the City of Los Angeles Department of Recreation and Parks
UTILITY COSTS:	Expenses CITY incurs for utilities including water, electricity, trash removal, natural gas, telephone, and internet service.

SECTION 2. RIGHTS AND RESPONSIBILITIES

The CITY hereby grants to *OPERATOR*, subject to all of the terms and conditions of this AGREEMENT, the right to operate and manage the FACILITY; and to act as RAP'S agent working with and under the direction of RAP staff with respect to the operations of the FACILITY.

OPERATOR shall manage and operate the FACILITY on a year-round basis per applicable CITY and RAP codes, rules, regulations, ordinances, and laws regarding public/private access.

OPERATOR shall ensure that the food and beverage vending machines at the Reseda Ice Rink are regularly stocked and serviced as required by RAP.

OPERATOR shall be required to submit copies, for RAP's written approval, of all sponsorship AGREEMENTS that relate to and/or affect the FACILITY, including in-kind, barter and cash sponsorships, throughout the term of the AGREEMENT (see SECTION 8 "Sponsorships, Marketing and Branding," for details).

OPERATOR, in conjunction with RAP, shall participate and organize at RAP'S request certain community-oriented operations and FACILITY related services such as security measures, community meetings and other duties as may be described herein. *OPERATOR* shall collect all fees for FACILITY use and services, maintain RAP-approved accounting records for the FACILITY, act as RAP's fiscal agent in handling all revenues, and perform or supervise

OPERATOR and subcontractor employees in the performance of all other tasks related to such operations.

CITY reserves the right to develop or improve the PREMISES as needed, without interference or hindrance; however, the CITY shall consider and request OPERATOR's views and operational perspectives in connection with any such improvement or development. In the event that such development or improvement requires closure of the FACILITY for any period of time, CITY shall not find OPERATOR in breach of its obligations to operate the FACILITY during such period of closure to the extent such closure made the performance of such obligations impossible.

OPERATOR and CITY acknowledge that OPERATOR's right to operate and manage the FACILITY under this AGREEMENT is for the sole purpose of providing facility services that benefit the public, and both parties agree that this AGREEMENT does not convey any leasehold interest in any estate or interest in real property.

SECTION 3. PREMISES

The PREMISES to be authorized for operation and management by OPERATOR shall include:

The Reseda Ice Rink Building which consists of the ice rink, locker rooms, skate rental area, concession areas, seating areas, office space; the outdoor roller hockey rink and surrounding plaza; and ancillary support space.

OPERATOR shall not use or permit the FACILITY to be used, in whole or in part, for any purpose other than as set forth in this AGREEMENT except with prior, written consent of RAP, nor allow any use in violation of any present or future laws, ordinances, rules and regulations, including those relating to sanitation or the public health, safety or welfare of operations. OPERATOR hereby expressly agrees at all times during the term of this AGREEMENT, to maintain, use and operate the FACILITY in a safe, clean, wholesome and sanitary condition, and in compliance with any and all present and future laws, ordinances and rules and regulations relating to public health, safety or welfare and RAP standards.

CITY may, in the future, develop adjacent parking sites for users of the FACILITY. OPERATOR agrees that upon completion, these CITY-designated parking sites will become part of the PREMISES. These parking sites may not be used for purposes other than to park vehicles of FACILITY patrons, employees of OPERATOR and subcontractor employees and licensees working at the FACILITY, unless otherwise approved in advance by RAP.

CITY undertakes and agrees to deliver to OPERATOR the PREMISES described in Exhibit C for use by OPERATOR in accordance with this AGREEMENT.

SECTION 4. TERM OF AGREEMENT

The term of this AGREEMENT shall be effective on [XXXXXXX] (the "EFFECTIVE DATE") and shall continue for ten (10) YEARS from the COMMENCEMENT DATE (as defined herein), with two options to extend such term by five (5) YEARS for each option upon the same terms and

conditions contained herein (including further escalation of the fees hereunder), which shall be exercisable at the sole discretion of RAP via 365 days advance written notice to OPERATOR. For purposes of this AGREEMENT, the first "YEAR" will begin on the COMMENCEMENT DATE (as defined herein) and end on the following June 30th; after the first YEAR, the term "YEAR" shall mean the twelve (12) consecutive calendar months commencing on July 1 of each calendar year. "COMMENCEMENT DATE" shall mean the date upon which the construction of the FACILITY is complete and all necessary approvals have been received to allow occupancy of the FACILITY by members of the public.

Neither CITY, nor any BOARD member, officer, or employee thereof shall be liable to OPERATOR in excess of the amount of the then-applicable ANNUAL MANAGEMENT FEE and INCENTIVE FEE because of any action taken to terminate this AGREEMENT or any action taken to decline to exercise an option to extend this AGREEMENT.

SECTION 5. SERVICES TO BE PROVIDED AND OPERATING RESPONSIBILITIES

OPERATOR shall, at all times, provide the following services and comply with the following conditions:

1. Year-round operational oversight and management of the FACILITY, ensuring innovative and emerging ice rink operations, including next and best industry standards for comparable facilities of similar age and use.
2. Provide all interior and exterior maintenance and landscaping.
3. Manage and book the FACILITY calendar for open skate, training, and team practices. Offer and run public and private programming for various diverse groups to use the FACILITY.
4. Develop and manage all social media, marketing, website, branding, and communications, subject to RAPs direction, when provided.
5. Provide all skating equipment for both ice and roller hockey rental and use. Manage equipment rentals, including repair and replacement schedules. Manage and operate public pricing, fee schedules and rentals for equipment and FACILITY use (to be approved annually by RAP). All skate and rink rental (including equipment rental) revenue shall be remitted to RAP.
6. Ensure Los Angeles youth are afforded equitable opportunities for rink access and use as described herein in conjunction with the Department of Recreation and Parks PlayLA Youth & Adaptive Sports Program or other RAP programming.
7. Manage sponsorship and branding sales and revenue generation.
8. As further defined herein, prepare initial annual operating budget, subsequent annual operating budgets, monthly financial reports, marketing plans and pro-forma for the TERM of the Agreement, including an accounting detailing all revenues and expenditures for each event at the FACILITY. Submit audited financial statements regarding FACILITY operation on an annual basis.
9. Coordinate and collaborate with patrons before, during and after tournaments and special events.
10. Coordinate with RAP on the management of CITY bank accounts for FACILITY operation.
11. Maintain public and staff ingress and egress to the FACILITY at all times.

12. Be accessible to the surrounding community to answer questions and to collaborate on all aspects of FACILITY operations.
13. Perform annual Fire/Life testing of the FACILITY through a licensed vendor in conformance with Los Angeles Fire Department Regulations 4.
14. Ensure the FACILITY is always in a safe and clean condition and maintain a current Facility and Equipment Maintenance plan.
15. Preventive and Routine Servicing of FACILITY Equipment. These costs shall be included as part of the ANNUAL OPERATING BUDGET. All normal and routine maintenance items and services shall be included for all equipment to ensure compliance with specified warranties along with protecting the expected lifespan of the equipment. Additional non-normal and non-routine maintenance items and services may be requested by RAP, including repair or replacement.
16. Meet regularly with designated RAP contract administrator.
17. Market the FACILITY for filming opportunities or other special events (private or public).
18. Collaborate with RAP in the opening of the new Facility.
19. Procure and pay monthly bills for utilities, including trash removal, electricity, natural gas (if necessary), telephone and internet services for the FACILITY as part of the OPERATING BUDGET.
20. Coordinate with CITY staff on use of the FACILITY for CITY-sponsored events at no charge to the CITY.
21. Provide day-to-day custodial services on the PREMISES.
22. Subject to prior RAP approval and at RAP's request, fabricate, produce, stock, and sell FACILITY-related merchandise or RAP Department-related apparel. In the event of termination of this AGREEMENT all merchandise shall become property of RAP.
23. Routinely stock and service vending machines. This may be sub-contracted to a third-party vendor. All revenues from vending shall be deposited into the OPERATION ACCOUNT as referenced in SECTION 9 of this AGREEMENT.
24. OPERATOR must ensure that the Point of Sale (POS) system integrates with City payment processors and financial institutions.

A. Pre-Opening Services

During the period commencing six (6) months prior to the anticipated COMMENCEMENT DATE as certified by RAP (the "ANTICIPATED COMMENCEMENT DATE") and ending on the actual COMMENCEMENT DATE (the "PRE-OPENING PERIOD"), CITY and RAP shall provide certain pre-opening services and consult with OPERATOR with respect to the planning and development of the FACILITY and OPERATOR shall provide its input and advice to help ensure that the FACILITY is designed and constructed in accordance with the approved detailed design plans and specifications for the FACILITY (the "PRE-OPENING SERVICES").

B. Fiscal Responsibilities

OPERATOR shall act as RAP's fiscal agent for the FACILITY. OPERATOR will collect all fees associated with FACILITY operations, and will ensure proper accounting for all monies collected and any interest earned in accordance with the terms and conditions herein and generally accepted accounting principles.

1. *OPERATOR* shall ensure *FACILITY* users submit any required advance deposits, and any other fees for their events consistent with current industry practice.

2. Receipts

a. On request, *OPERATOR* shall offer receipts to customers for every transaction.

b. *OPERATOR* shall at all times have a sign placed within twelve (12) inches of any cash register, in clear view to the public, and in minimum one-inch lettering, which states: "If a receipt for this transaction is not provided on request, please contact Department of Recreation and Parks - Concessions Unit at (213) 202-3280."

C. Hours / Days of Operation

The days and hours of operation of the *FACILITY* shall be as agreed between *RAP* and *OPERATOR*, but at a minimum the *FACILITY* shall remain open from 6:30 a.m. to 10:00 p.m daily

The *FACILITY* must be made available to youth under the age of 18 ("Youth"), at a minimum, as follows: for the Ice Rink: fifty-one percent (51%) of the Youth Available Hours; and for the Roller Rink: ninety percent (90%) of the Youth Available Hours. Youth Available Hours are as follows:

(i) between 6:30 A.M. (PT) and 7:30 A.M (PT) on school days recognized by the Los Angeles Unified School District.

(ii) between 3:00 P.M. (PT) and 9:00 P.M. (PT) on school days recognized by the Los Angeles Unified School District.

(iii) between 8:00 A.M. (PT) and 10:00 P.M. (PT) on all weekends, school holidays, and school vacation days as each are recognized by the Los Angeles Unified School District.

(iv) Youth Available Hours are non-exclusive hours and may include time involving use by adult participants as well, (e.g., Public Sessions, Learn to Skate and Learn to Play Hockey, Freestyle sessions and stick times) provided that use of the Facility by Youth during Youth Available Hours shall take precedence over any other use. *RAP* shall have the final say on the resolution of any conflict between adult and Youth use during Youth Available Hours.

D. *OPERATOR* shall be reasonably accessible to the surrounding community to address questions and concerns and to collaborate on all aspects of FACILITY operations.

E. Website and Social Media

OPERATOR will coordinate with RAP and its website vendor to develop a RAP-owned website dedicated to the FACILITY and manage current event and promotional content on the website, including but not limited to, updating event calendar, FACILITY information, and ticketing. *OPERATOR* will coordinate resolution of any potential issues with the website with RAP and its website vendor. *OPERATOR* will set-up, coordinate and manage all social media apps for the Facility including, but not limited to Twitter, Facebook, Instagram or other social media outlets designated by RAP for use. *OPERATOR* shall install Wi-Fi (subject to RAP approval) at the FACILITY and provide designated City staff with access to the FACILITY's highest available Wi-Fi access, including log in information and passwords.

F. Operating Budget

At least six (6) months prior to the ANTICIPATED COMMENCEMENT DATE, *OPERATOR* shall deliver a projected expenditure schedule and a projected operating budget for the first YEAR (the "INITIAL OPERATING BUDGET") to RAP for its review and approval. Beginning with the second YEAR immediately after the YEAR covered by the INITIAL OPERATING BUDGET, and for each subsequent YEAR thereafter, no later than [sixty (60) days prior to the beginning of such YEAR], *OPERATOR* shall deliver a projected expenditures schedule and a projected operating budget for such YEAR (the "ANNUAL OPERATING BUDGET") to RAP for its review and approval. If RAP fails to approve a proposed ANNUAL OPERATING BUDGET for a particular YEAR, the approved ANNUAL OPERATING BUDGET for the prior YEAR, as escalated by 3%, shall be considered the approved ANNUAL OPERATING BUDGET for the upcoming YEAR. *OPERATOR* will also prepare and submit following reports each YEAR: an annual branding campaign; annual outreach program summary; cash outflow projections; audited profit and loss statements; and pro-forma financial statements for the term of the AGREEMENT, to be submitted on or before April 1 each YEAR. In addition, *OPERATOR* will submit monthly revenue reports. RAP may request additional reports as reasonably necessary to assist RAP with managing the FACILITY. *OPERATOR* will cooperate with RAP to timely provide the requested reports. *OPERATOR shall* change or modify reports from time to time to include additional information as may be required by RAP.

G. Filming

It is the policy of the CITY to facilitate the use of CITY properties as film locations when appropriate. RAP has established a Park Film Office to coordinate the use of park property for film production purposes. All fees for use of park property by film production companies shall be established and collected in accordance with CITY and RAP policies; provided however at no time should the rate be lower than the budgeted

prime time hourly ice time rental fee. OPERATOR shall charge all fees for film production conducted at FACILITY and for filming on the PREMISES as approved by RAP. All filming fees shall be recognized as FACILITY revenues and remitted to RAP.

H. OPERATOR will work with private entities to book the FACILITY for private events throughout the year, while adhering to the operating hours specified in SECTION 5C.

I. **Customer Satisfaction Surveys**

OPERATOR shall ensure that Customer Satisfaction Surveys are conducted on a regular basis. The Customer Satisfaction Survey measures the quality of service being delivered to patrons. OPERATOR will provide summary reports to RAP on January 15 and July 15 for all events held in the previous six-month period. RAP shall be consulted regarding survey questions and reserves the right to suggest additional questions as necessary to assist in the evaluation of community satisfaction. Surveys may be carried out in the form of e-mail messaging, QR codes, website links, or other methods as may be reasonably determined by OPERATOR.

J. **Community Engagement**

1. OPERATOR shall work in conjunction with RAP's designated staff and work collaboratively to address all issues related to community engagement and outreach.
2. OPERATOR will establish and maintain a telephone 'hotline' to accommodate public feedback and develop a log to monitor response times and respond to calls within 48 hours.

K. **Citywide Outreach**

OPERATOR shall coordinate and cooperate with RAP to develop strategies to outreach to vulnerable youth to provide access and programming at the FACILITY.

L. **Cleanliness**

OPERATOR shall ensure the FACILITY and PREMISES are always maintained in a safe and clean condition and will keep the PREMISES, including the ice rink building, parking lots, roller rink and plaza clean, uncluttered, and sanitary at all times. OPERATOR shall work with custodial subcontractors to provide all necessary janitorial services to maintain PREMISES, restrooms and public areas according to CITY and industry standards for similar facilities or comparable age and use. OPERATOR agrees to respond to any reasonable instruction of RAP that is consistent with applicable law and correct conditions as promptly as reasonably practicable under the circumstances or to provide a written response within twenty-four (24) hours of necessary corrective action.

OPERATOR shall make all reasonable best efforts not to permit any offensive or refuse matter, nor any substance constituting an unnecessary, unreasonable, or unlawful fire hazard, nor any material detrimental to the public health, to remain on the PREMISES, and *OPERATOR* shall make all reasonable best efforts to prevent any such matter or material from being or accumulating upon PREMISES.

OPERATOR shall ensure that all garbage or refuse is collected at the PREMISES, and taken to the main dumpster, as often as necessary and in no case less than twice a week. This includes scheduling garbage pick-up from the main dumpster. The expense for garbage pickup at the main dumpster shall be included as part of the OPERATING BUDGET.

M. Conduct

OPERATOR and its representatives, agents, servants, and employees shall at all times conduct its business in a quiet and orderly manner to the reasonable satisfaction of RAP.

N. Disorderly Persons

OPERATOR shall use its reasonable best efforts to permit no visibly intoxicated person or persons, profane or indecent language, or boisterous or loud conduct in or about the PREMISES and will call upon the aid of peace officers to assist in maintaining peaceful conditions. *OPERATOR* shall not knowingly allow the use or possession of illegal drugs, narcotics, or controlled substances on the PREMISES.

O. Personnel

1. *OPERATOR* shall develop a protocol, subject to RAP approval, for the engagement of any employee, contractor or subcontractor. *OPERATOR'S* protocol shall comply with all applicable CITY, State, and/or Federal labor laws.

2. Qualified Personnel

OPERATOR will, in the operation of the FACILITY, employ or permit the employment of only such personnel as will assure a high standard of service to the public and cooperation with the CITY. All personnel will be trained in accordance with *OPERATOR'S* training plan which shall be submitted to and approved by RAP prior to starting work at the PREMISES. All such personnel, while on or about the PREMISES, shall be neat in appearance and directed to be courteous at all times and shall be appropriately attired in conjunction with agreed upon appearance standards, with badges or other suitable means of identification. *OPERATOR* shall prohibit persons employed by, or contracted by or acting as agents of, *OPERATOR*, while on or about the PREMISES, to be under the influence of illegal drugs, narcotics, other controlled substances, cannabis or alcohol, or use inappropriate language, or engage in otherwise inappropriate conduct for a work environment. In

the event an OPERATOR's employee, personnel, agents or contractors is deemed unsatisfactory by RAP, RAP may direct OPERATOR to remove that person from the PREMISES or from employment at the FACILITY. The OPERATOR will create an employee handbook that will delineate these requirements which shall be signed by all employees.

3. GENERAL MANAGER of the Reseda Ice Rink:

OPERATOR shall appoint, subject to written approval by RAP, a GENERAL MANAGER of OPERATOR'S operations at the FACILITY.

The General Manager must be a qualified and experienced manager or supervisor of operations, vested with full power and authority to accept service of all notices provided for herein and responsible for the operation of the FACILITY, including the quality and prices of goods and services provided at the FACILITY, and the appearance, conduct, and demeanor of OPERATOR'S agents, servants, contractors, and employees. The GENERAL MANAGER shall be available during regular business hours, and at all times during that person's absence, a responsible subordinate shall be in charge and available. The authority of the GENERAL MANAGER shall include, without limitation, the ability to: hire, fire, and schedule personnel; order merchandise and materials; oversee inventory control and tracking; implement a marketing plan; maintain accounting records; book space rentals and events; oversee operations; train employees (to include such areas as customer service); and have ultimate on-site decision-making responsibility, as delegated by RAP in its sole discretion.

The GENERAL MANAGER shall devote the greater part of their working time and attention to the operation of the FACILITY and shall promote, increase and develop the FACILITY business. During the days and hours established for the operation of the subject FACILITY, the GENERAL MANAGER'S personal attention shall not be directed toward the operation of any other business activity.

4. Approval of Personnel

RAP shall have the right to approve or disapprove any employees of OPERATOR or other personnel hired to work in any capacity at the FACILITY. However, OPERATOR retains the authority to hire all personnel in accordance with the OPERATING BUDGET and to make all employment related decisions; provided that OPERATOR shall agree to work in good faith with RAP to correct any performance deficiencies or reasonable concerns regarding any OPERATOR employees as articulated by RAP. In the event that OPERATOR is unable to address such performance deficiencies or reasonable concerns of RAP, despite the good faith efforts of the parties, OPERATOR will take such measures, as and to the extent permitted by law, necessary to address any remaining concern of RAP or performance deficiency of OPERATOR associated with such OPERATOR employee,

including, without limitation, if RAP requests the termination, removal or reassignment of such OPERATOR from his or her work or duties under this AGREEMENT. Within a reasonable time following the OPENING DATE, OPERATOR shall provide RAP a list of current OPERATOR employees, which list OPERATOR shall update periodically during the TERM as reasonably requested by RAP.

P. Diversion of Business

OPERATOR shall not intentionally divert or directly cause to be diverted any business from the PREMISES and shall take all reasonable measures, to develop, maintain, and increase the business conducted by it under this AGREEMENT.

Q. Equipment and Furnishings

1. Office space, office equipment and office furniture at the FACILITY will be purchased by OPERATOR using funds from the OPERATIONS ACCOUNT. RAP will ensure that it makes an advance deposit into the OPERATIONS ACCOUNT in the total estimated amount of such office space, office equipment and office furniture. OPERATOR shall maintain and repair office furniture and equipment necessary to operate the administrative offices located at the FACILITY as part of the approved ANNUAL OPERATING BUDGET. All office furniture and equipment shall remain the property of CITY. CITY shall retain the right to approve of the equipment and furniture to be purchased.
2. All CITY'S FF&E shall be and remain the CITY's real or personal property. OPERATOR shall deliver an inventory of all equipment with designation of ownership at the beginning of each calendar year and for each year of the TERM of the AGREEMENT thereafter. The inventory report shall include updated equipment lists as well as equipment status, length of remaining useful life, and explanations of any reduction in inventory.
3. City shall provide two vending machines: one beverage and one snack, which OPERATOR shall stock and service.
4. OPERATOR shall procure the following equipment as CITY'S FF&E, at no cost to OPERATOR, and such FF&E expenditures shall not exceed the amounts listed below:

Sound system, specialty lights, and 6 TVs	\$190,000
Security, CCTV	\$130,000
Ice edger	\$ 8,500
Other ice maintenance equipment (hoses, tools, etc.)	\$ 6,000
Servers/computers	\$ 13,800

Telephone equipment	\$ 15,000
Point of Sale (POS) system	\$ 42,000
Office furniture	\$ 24,000
Other office equipment	\$ 7,000
Safe	\$ 8,800
Building maintenance tools and equipment	\$ 9,500
Cleaning supplies and equipment	\$ 5,000
Goals and accessories (4 NHL hockey goals)	\$ 8,700
TOTAL	\$468,300

R. Maintenance of Equipment

OPERATOR will be responsible for regular maintenance and repair of the PREMISES, the FACILITY, additional parking sites (should any be provided by CITY) and all CITY'S FF&E, which OPERATOR shall maintain and repair in a manner to support a premium, high-quality operation. The CITY reserves the right to conduct, without notice, reasonable inspections of the FACILITY in such a manner as not to disrupt the operations of the FACILITY, and make additional requirements to the maintenance of equipment at any time or to approve or disapprove the placement of any property located on any location on or within the PREMISES. All such maintenance and repair costs shall be included as part of the ANNUAL OPERATING BUDGET.

OPERATOR shall, at all times and as part of the OPERATING BUDGET, keep and maintain CITY'S FF&E in good repair and in a clean, sanitary, and orderly condition and appearance.

No CITY'S FF&E shall be removed or replaced by OPERATOR without the prior written consent of RAP.

S. Permits and Licenses

OPERATOR shall obtain as an OPERATING EXPENSE any and all permits, approvals, and licenses that may be required in connection with the operation of the FACILITY including, but not limited to tax permits, business licenses, health permits, police, fire and Building and Safety permits. All permits, approvals and licenses shall be posted in the appropriate areas on a year-round basis

T. Signs and Advertisements

OPERATOR shall not erect, construct, or place any signs, banners, ads, or displays of any kind whatsoever upon any portion of CITY property without the prior written approval from RAP, who reserves the right and who may require the removal or refurbishment of any previously approved sign.

OPERATOR shall not permit vendors to display wares on the PREMISES unless written permission is secured from RAP in advance of installation, and such permission shall be subject to revocation at any time but shall not be unreasonably withheld. The type of sign or advertisement and the duration of display shall be approved in advance and in writing by RAP.

At the FACILITY, a sign shall be posted in a public place reasonably viewable by the public stating that the FACILITY is operated under an AGREEMENT issued by CITY through the Department of Recreation and Parks.

U. Utilities

All utility charges associated with the PREMISES and FACILITY incurred by *OPERATOR* shall be part of the OPERATING BUDGET. The telephone number shall be placed in the FACILITY'S name and shall not be transferable to any other location. *OPERATOR* will comply with all water and energy saving policies and produce a monthly report on achieving improvements in water and energy usage.

Except to the extent of CITY's fault, including failure to maintain and repair as provided in this AGREEMENT, *OPERATOR* hereby expressly waives all claims against CITY for compensation, for any and all loss or damage sustained by reason of any defect, deficiency, or impairment of the water, heating, or air conditioning systems, electrical apparatus, or wires furnished to the PREMISES which may occur from time to time and from any cause or from any loss resulting from water, earthquake, wind, civil commotion, or riot; and *OPERATOR* hereby expressly releases and discharges CITY and its officers, employees, and agents from any and all demands, claims, actions, and causes of action arising from any of the aforesaid causes.

In all instances of damage to any utility service line, CITY shall be responsible for the cost of repairs and any and all damages occasioned thereby, except to the extent that such damage is caused by the gross negligence or willful misconduct of *OPERATOR* or its employees or contractors.

OPERATOR shall use reasonable best efforts to assure that water and energy are utilized by *OPERATOR* in the most efficient manner possible, and *OPERATOR* expressly agrees to comply with all CITY water and energy conservation programs.

V. Safety

OPERATOR will prepare a safety plan with specific training programs for all its employees. *OPERATOR* will designate a safety officer to report on safety statistics including employee and patron injuries on a monthly basis. *OPERATOR* will review all workers compensation claims that arise from the PREMISES.

OPERATOR shall correct violations of safety practices as soon as reasonably practicable given the circumstances and shall cooperate fully with CITY in the investigation of material accidents occurring on the PREMISES. *OPERATOR* agrees to respond to and correct any condition or incident reasonably identified by RAP immediately or as soon as reasonably practicable under the circumstances and provide a written response within twenty-four (24) hours of necessary corrective action. In the event of injury to an employee, staff person, manager, patron or customer, *OPERATOR* shall summon medical attention as soon as reasonably possible thereafter. *OPERATOR* shall keep internal documentation of the incident and shall submit to RAP a CITY Form General No. 87 "Non-Employee Accident or Illness Report" (EXHIBIT D) within forty-eight (48) hours of the incident, and promptly send two (2) copies of all accident/incident reports to the address identified in SECTION 21-NOTICES.

If *OPERATOR* fails to correct in a timely manner any hazardous conditions directly caused by *OPERATOR*'s management of the FACILITY which have led or, in the reasonable opinion of RAP, could reasonably lead to injury, RAP may at its option, and in addition to all other remedies (including termination of this AGREEMENT) which may be available to it, after written notice to *OPERATOR* and a reasonable opportunity to cure, take the necessary action to remedy that condition and recover the cost thereof, including administrative overhead, to be paid by *OPERATOR* to CITY as set forth in SECTION 9; provided that *OPERATOR* shall not be responsible for such hazardous conditions to the extent caused by CITY or which are otherwise an obligation of the CITY.

W. Security

OPERATOR shall be responsible for the security of PREMISES. *OPERATOR* will designate a security director to report on security statistics on a monthly basis. *OPERATOR* may install equipment, which will assist in protecting the PREMISES from theft, burglary, or vandalism. Any such equipment must be purchased, installed, and maintained by *OPERATOR* as CITY'S FF&E as part of the OPERATING BUDGET. Security personnel shall remain on duty while guests and patrons are on the PREMISES. Security personnel shall be included in the ANNUAL OPERATING BUDGET staffing costs.

X. Intellectual Property

OPERATOR shall not appropriate for its own use or register the names "Reseda Skate Rink", "Reseda Ice Rink", or any derivation thereof, as registered trademarks, and shall not:

1. Use such names in connection with any products or services unrelated to this AGREEMENT;
2. Use any other name or trademarks confusingly similar to such names in connection with any products or services unrelated to this AGREEMENT;

3. Create or maintain a website, unrelated to this AGREEMENT, using a domain name confusingly similar to such names or including the words “Reseda Skate”; or
4. Challenge or dispute CITY’s ownership of and rights to such names and the validity of any of CITY’s registrations or applications for trademarks for such names.

SECTION 6. ANNUAL MANAGEMENT FEE

During the PRE-OPENING PERIOD, OPERATOR shall be entitled to receive a monthly pre-opening fee in the amount of \$5,000, in addition to any other expenses reasonably incurred by or on behalf of OPERATOR with prior written approval from RAP in connection with the PRE-OPENING SERVICES.

Beginning with the first YEAR, and continuing each YEAR thereafter, an *ANNUAL MANAGEMENT FEE* shall be paid by CITY to OPERATOR for the services provided by OPERATOR. The *ANNUAL MANAGEMENT FEE* shall be paid on a monthly basis and consist of the following two (2) components:

1. AN OPERATOR’S fee, which shall be paid monthly in equal installments (the “OPERATOR’S FEE”).
2. General administrative expenses, which shall be paid monthly in equal installments (the “GENERAL ADMINISTRATIVE EXPENSES”). The GENERAL ADMINISTRATIVE EXPENSES cover the following expenses: (i) Managers D&O insurance, (ii) IT support, and (iii) third party risk manager and audits.

The ANNUAL MANAGEMENT FEE shall be as follows:

YEAR	GENERAL ADMINISTRATIVE EXPENSES	OPERATOR’S FEE	TOTAL
Year 1	\$36,000	\$150,000	\$186,000
Year 2	\$37,080	\$154,500	\$191,580
Year 3	\$38,192	\$159,135	\$197,327
Year 4	\$39,338	\$163,909	\$203,247
Year 5	\$40,518	\$168,826	\$209,344
Year 6	\$41,773	\$173,891	\$215,664
Year 7	\$42,985	\$179,108	\$222,093
Year 8	\$44,275	\$184,481	\$228,756
Year 9	\$45,603	\$190,015	\$235,618
Year 10	\$46,971	\$195,715	\$242,686
Year 11 (at RAP’s option)	\$48,380	\$201,586	\$249,966
Year 12 (at RAP’s option)	\$49,831	\$207,634	\$257,465
Year 13 (at RAP’s option)	\$51,326	\$213,863	\$265,189

Year 14 (at RAP's option)	\$52,866	\$220,278	\$273,144
Year 15 (at RAP's option)	\$54,452	\$226,887	\$281,339
YEAR 16 (at RAP's option)	\$56,086	\$233,694	\$289,780
YEAR 17 (at RAP's option)	\$57,769	\$240,705	\$298,474
YEAR 18 (at RAP's option)	\$59,502	\$247,926	\$307,428
YEAR 19 (at RAP's option)	\$61,287	\$255,364	\$316,651
YEAR 20 (at RAP's option)	\$63,126	\$263,025	\$326,151

In the event that this AGREEMENT is terminated prior to the end of the contract YEAR, that YEAR's ANNUAL MANAGEMENT FEE shall be pro-rated accordingly.

In addition to the ANNUAL MANAGEMENT FEE, an INCENTIVE FEE shall be payable to OPERATOR at the end of each YEAR in the event gross receipts from the FACILITY's operations for such YEAR exceeds \$1,700,000. The amount of such INCENTIVE FEE shall be equal to 20% of the amount by which gross receipts exceed \$1,700,000; provided, however, that 1) such INCENTIVE FEE shall only be payable if net revenues for the FACILITY operations (i.e., gross receipts less OPERATING EXPENSES) exceed the applicable INCENTIVE FEE in such YEAR, and 2) in no circumstance shall the INCENTIVE FEE, in any such YEAR, exceed 50% of net revenues for the FACILITY operations (i.e., gross receipts less OPERATING EXPENSES) for such YEAR. Gross receipts shall include, but not be limited to, any revenue received from facility or rink rental, sponsorships/naming rights (not including the naming fee paid by The Los Angeles Kings Hockey Club, L.P. to RAP), vending machines, filming, skate rentals, rink admission, and any other payments or revenues generated that are related to the FACILITY..

SECTION 7. EXPENSES

A. Operating and Capital Expenses.

Upon the execution of this AGREEMENT by the parties, RAP shall transmit to the OPERATIONS ACCOUNT an advance payment in the amount of One Hundred Thousand Dollars (\$100,000.00), which sum ("OPERATIONS RESERVE") shall represent an advance on the anticipated monthly OPERATING EXPENSES that will be incurred by OPERATOR in operating the FACILITY pursuant to this AGREEMENT. RAP shall transmit such funds from the OPERATION ACCOUNT to the DISBURSEMENT ACCOUNT for payment by the OPERATOR. OPERATOR shall utilize such OPERATIONS RESERVE for purchases and expenses authorized by this AGREEMENT in accordance with the INITIAL OPERATING BUDGET AND ANNUAL OPERATING

BUDGET. As FACILITY business grows and monthly expenditures increase, the OPERATIONS RESERVE will align with the actual monthly expenses of the FACILITY.

OPERATOR shall pay from the DISBURSEMENT ACCOUNT, in a commercially reasonable manner, all OPERATING EXPENSES of the FACILITY per the INITIAL OPERATING BUDGET and all subsequent ANNUAL OPERATING BUDGETS.

RAP shall be solely responsible for funding and implementing all capital improvements (as defined by GAAP) at the FACILITY. At RAP's request, OPERATOR shall, for no additional fee, provide consultation services to RAP on all aspects of capital improvements that RAP makes to the FACILITY.

RAP shall be responsible for paying for all costs and expenses related to the operation of the FACILITY, including without limitation all costs and expenses associated with personnel hired by OPERATOR relating to the operation of the FACILITY or the services provided herein. Such OPERATING EXPENSES shall include without limitation the following:

- (a) Payroll (including taxes, fees, and benefits) and any other labor related costs and expenses, including without limitation full or part-time on-site personnel of OPERATOR;
- (b) Utilities – including electric, gas, water, and sewer;
- (c) Insurance – worker's compensation, property, employer's liability, commercial general liability, and excess liability including all deductibles and self-insured retentions;
- (d) Supplies, uniforms, equipment, materials used in the FACILITY;
- (e) Maintenance and service contracts for the FACILITY;
- (f) Property/school/personal property/business taxes;
- (g) Internet Service and Landline Telecommunications;
- (h) Licenses and permits;
- (i) Professional fees – direct out-of-pocket costs incurred for matters related to the FACILITY.

OPERATOR shall provide management and operational services for the FACILITY in a manner consistent with the applicable ANNUAL OPERATING BUDGET (or the INITIAL OPERATING BUDGET for the first YEAR); provided that CITY or RAP funds the amounts required to be funded by the approved INNITIAL and ANNUAL OPERATING

BUDGETS; and provided, further, that, subject in all respects to the terms and conditions of this AGREEMENT, where reasonably necessary to operate the FACILITY in accordance with the terms and conditions herein, OPERATOR shall have the authority to exceed the total amount of approved OPERATING EXPENSES set forth in the ANNUAL OPERATING BUDGET in the aggregate, each YEAR, by up to 10%, without seeking the further approval of CITY/RAP, provided OPERATOR promptly delivers to RAP any and all documentation evidencing and supporting such increased expenditures. In the event that OPERATOR determines in its reasonable discretion that OPERATING EXPENSES will likely exceed 110% of the amount estimated therefor in the ANNUAL OPERATING BUDGET, then OPERATOR shall promptly notify CITY / RAP. In such event, (i) CITY may deliver funds to OPERATOR as requested, or (ii) CITY / RAP (in consultation with the OPERATOR) may direct OPERATOR to, in which OPERATOR shall, implement necessary adjustments to the ANNUAL OPERATING BUDGET as CITY / RAP determines are appropriate. Notwithstanding the foregoing, OPERATOR is not required to seek approval from CITY/RAP to exceed the ANNUAL OPERATING BUDGET in the event of an emergency situation which poses an imminent threat to persons or property and where obtaining CITY/RAP approval is not feasible based on OPERATOR'S reasonable discretion.

RAP payment of any personnel expenses shall in no way be construed as RAP's hiring or employment of any individuals performing work in connection with this AGREEMENT. Notwithstanding anything contained in this AGREEMENT to the contrary, all expenses relating to the operation of the FACILITY, which are included in the approved ANNUAL OPERATING BUDGET, shall be provided on a monthly basis from the OPERATIONS ACCOUNT to the DISBURSEMENT ACCOUNT. Within fifteen (15) days of the end of each month, OPERATOR shall provide to RAP a reconciliation of all FACILITY OPERATING EXPENSES for the prior month, along with corresponding income and cash flow statements. Should the FACILITY's reasonable or necessary expenses exceed the approved ANNUAL OPERATING BUDGET by more than 110% of the APPROVED CAPITAL BUDGET, OPERATOR shall promptly seek RAP's approval of such additional expenses. In such event, (i) CITY may deliver funds to OPERATOR as requested, or (ii) CITY / RAP (in consultation with the OPERATOR) may direct OPERATOR to, in which OPERATOR shall, implement necessary adjustments to the ANNUAL OPERATING BUDGET as CITY / RAP determines are appropriate.

OPERATOR will only utilize qualified vendors for any equipment or service and will select specific vendors for RAP. In procuring any such equipment or services, OPERATOR shall use all available warranty coverage and discounts available for such procurement. Any costs related to equipment and services shall be part of the OPERATING BUDGET.

B. Representations and Warranties.

RAP represents and warrants that:

1. It has all necessary powers and authority to execute and deliver this AGREEMENT;
2. This AGREEMENT has been duly executed and delivered and constitutes a valid, legal and binding obligation;
3. The execution, delivery and performance of this AGREEMENT by RAP does not and will not conflict with or violate any law or result in any breach or default of any agreement to which RAP or CITY is bound;
4. The FACILITY has been built in accordance with the approved plans and in compliance with all applicable laws (including the ADA); and
5. RAP will take all commercially reasonable actions as necessary to ensure the FACILITY remains a premium, high quality ice rink.

SECTION 8. SPONSORSHIPS, MARKETING AND NAMING RIGHTS

OPERATOR shall comply with RAP's Sponsorship Recognition Policy, Procedures and Guidelines for Recognizing Organizations and Individuals who contribute and Support City of Los Angeles Parks and Programs (EXHIBIT E) and Naming Policy, Procedures and Guidelines for Parks and Recreation Facilities (EXHIBIT F).

OPERATOR shall present to RAP any and all sponsorship, branding or naming proposals prior to the implementation or agreement on any such proposal, and RAP shall have the sole discretion of approving any such proposal.

As part of this AGREEMENT, *OPERATOR* has submitted a proposal for the placement of signage on the exterior of the FACILITY for the Los Angeles Kings Hockey Club, L.P. ("KINGS"), such signage being depicted in EXHIBIT N to this AGREEMENT. Per the Los Angeles Department of Building and Safety (LADBS) the following restrictions in regards to the signage apply as follows: the wall sign may not exceed 163 square feet, the monument sign may not exceed fifty-seven (57) square feet and the window sign may not exceed 180 square feet, for a total combined area not to exceed 400 square feet.

Upon approval of the placement of the signage by LADBS and the BOARD and upon execution of this AGREEMENT, such signage shall be deemed approved. In consideration of the placement of such signage, *OPERATOR* shall remit to RAP a naming rights fee of \$100,000 for the first YEAR of operation and every YEAR thereafter with a three percent (3%) increase in such fee for each YEAR after the initial YEAR. Such naming rights shall commence upon approval of the proposal and shall terminate upon the earlier of (a) ten (10) YEAR thereafter or (b) earlier termination of this Agreement. Any remittance made by *OPERATOR* as compensation for the naming proposal shall be excluded from the tabulation of gross receipts for purposes of calculating the INCENTIVE FEE. In further consideration of the placement of such signage, *KINGS* shall provide youth ice skating and hockey programs at the FACILITY on a year-round basis, including but not limited to the LA Skating Academy Learn to Skate program, the Lil Kings low-cost youth hockey program, the LA Kings Legends Youth Hockey development league, the Jr. Kings/LA Lions youth hockey program, and additional LA Kings youth hockey tournaments, clinics and development camps. *KINGS* personnel must be directly involved in the oversight and management of these programs. *KINGS* shall also provide

promotional and marketing benefits for the FACILITY, including but not limited to KINGS player appearances at the FACILITY, in-Game TV advertising and Radio advertising during Kings Games, and social media marketing.

OPERATOR shall remit to the FACILITY (by depositing such funds in the OPERATIONS ACCOUNT) 100% of all sponsorship, marketing, naming and branding (collectively, "SPONSORSHIP") revenue that *OPERATOR* collects on the FACILITY'S behalf net of all costs associated with the sale of such rights, including fulfillment costs, marketing, commissions, etc., except that in no circumstance shall RAP be responsible for any *OPERATOR* costs associated with the sale of such SPONSORSHIPS, whenever such costs exceed SPONSORSHIP revenue. RAP reserves the absolute right, in its sole discretion, to refuse any SPONSORSHIP presented by *OPERATOR*, and RAP shall not be liable for any fee or cost in the event of such refusal.

The CITY may, upon mutual agreement with *OPERATOR*, obtain and provide its own SPONSORSHIP opportunities and partnerships in any manner as it deems in the best interest of the CITY.

SECTION 9. ACCOUNTING AND RECORDS

A. Bank Accounts

RESEDA ICE RINK ACCOUNTS: Upon execution of this AGREEMENT, the CITY will establish two (2) new bank accounts for the FACILITY: Operations and Disbursement (the "OPERATIONS ACCOUNT" and "DISBURSEMENT ACCOUNT"). RAP must be the owner of both bank accounts and will give *OPERATOR* authority to access these bank accounts based on the FACILITY'S operational needs as determined by RAP.

1. OPERATIONS ACCOUNT:

OPERATOR shall deposit any funds derived from FACILITY operations to the OPERATIONS ACCOUNT. The City's staff will transfer funds from OPERATIONS ACCOUNTS to DISBURSEMENT ACCOUNT as needed to pay for Facility OPERATION EXPENSES. *OPERATOR* shall have no disbursement authority on OPERATIONS ACCOUNT. CITY shall at all times ensure that the OPERATIONS RESERVE is in the OPERATIONS ACCOUNT. In the event that the OPERATIONS ACCOUNT contains less funds than the OPERATIONS RESERVE, CITY shall be responsible for replenishing the OPERATIONS RESERVE.

2. DISBURSEMENT ACCOUNT:

The CITY shall give *OPERATOR* authorization to disburse funds from the DISBURSEMENT ACCOUNT to pay FACILITY OPERATING EXPENSES. The CITY's staff will transfer cash from the OPERATIONS ACCOUNT to the DISBURSEMENT ACCOUNT for Facility's operation on an as needed basis. *OPERATOR* will provide cash outflow projections to the CITY at least sixty (60) days

prior to the commencement of each contract YEAR. The CITY shall give OPERATOR authorization as necessary to sign checks and perform electronic funds transfers (EFT) to pay for FACILITY operation invoices. OPERATOR is not allowed to disburse funds to their corporate office or account from Facility's DISBURSEMENT ACCOUNT. OPERATOR's ANNUAL MANAGEMENT FEE will be disbursed through the City's Financial Management System.

If OPERATOR determines at any time after the COMMENCEMENT DATE that the available funds in the OPERATIONS ACCOUNT are insufficient or reasonably anticipated to be insufficient to allow for the uninterrupted and efficient operation of the FACILITY in accordance with the standards and the terms of this AGREEMENT, OPERATOR shall notify CITY/RAP of the anticipated or actual amount of the shortfall (a "FUNDS REQUEST"). To the extent such FUNDS REQUEST is approved by CITY/RAP, CITY/RAP shall deposit such approved amount into the OPERATIONS ACCOUNT within five (5) business days after CITY'S/ RAP's approval of the FUNDS REQUEST. Concurrently with the submission of any FUNDS REQUEST, OPERATOR may request that CITY/RAP approve, in CITY'S/RAP'S reasonable discretion, an updated version of the ANNUAL OPERATING BUDGET reflecting sufficient funding for the uninterrupted and efficient operation of the FACILITY for the balance of the then current YEAR in accordance with the standards and the terms of this AGREEMENT.

If CITY/RAP fails to deposit any amounts contemplated in the ANNUAL OPERATING BUDGET or any other amount requested by OPERATOR in a FUNDS REQUEST and approved by CITY/RAP then the terms below shall apply.

OPERATOR'S obligations under this AGREEMENT are subject in all respects to the availability of sufficient funds from the operation of the FACILITY, or which are otherwise provided by CITY/RAP. All costs and expenses of operating the FACILITY shall be payable out of funds from the operation of the FACILITY, or which are otherwise provided by CITY/RAP, and in no event shall OPERATOR be obligated to use its own credit or advance any of its own funds to pay any such costs or expenses for the FACILITY, or defer or forego the payment of any fees, OPERATING EXPENSES or any other amounts payable to OPERATOR, or otherwise have any obligation to fund any cost, expense or liability with respect to the operation of the FACILITY. Accordingly, notwithstanding anything to the contrary in this AGREEMENT, except for the ANNUAL OPERATING BUDGET provisions in Section 7 above, if CITY/RAP fails to provide sufficient funds as required under this AGREEMENT which renders the operation of the FACILITY in accordance with the standards or the terms of this AGREEMENT not feasible, then in such event OPERATOR shall notify CITY/RAP of such circumstance and shall not be considered in breach of its obligations to operate the FACILITY in compliance with the standards and in accordance with this AGREEMENT to the extent that OPERATOR is prevented or restricted in any way from doing so and may, upon

reasonable prior notice to CITY/RAP, continue management of the FACILITY, at a reduced level consistent with the available funding for the FACILITY and the anticipated gross receipts (as reasonably determined by OPERATOR). CITY/RAP and OPERATOR shall consult and confer as to the reductions and other modifications of OPERATOR'S duties and obligations applicable in connection with such circumstances.

B. Monthly Event Closing Statement

OPERATOR shall submit a monthly statement to RAP for review and approval within twenty-five (25) calendar days after the end of the month. The monthly event closing statement shall be accompanied by a Monthly Report (EXHIBIT G), clearly identifying: (i) all revenues recognized for that month at the FACILITY including, without limitation, rental and/or event revenue, sponsorship revenue and any miscellaneous revenue generated from operations at the FACILITY ("MONTHLY OPERATING REVENUE"), (ii) all expenses incurred in that month including, without limitation, OPERATING EXPENSES applicable to such period along with outstanding amounts of OPERATING EXPENSES due for prior periods and any miscellaneous expenses incurred in connection with the operation of the FACILITY ("MONTHLY OPERATING EXPENSES") and (iii) all fees due and payable for such month. *OPERATOR* shall include with such statement detail of MONTHLY OPERATING REVENUE and MONTHLY OPERATING EXPENSES including a line-item event profit and loss statement for each event presented during the period and supporting documentation for the OPERATING EXPENSES in a form acceptable to RAP.

OPERATOR will include bank statements and bank reconciliation for each of the two (2) bank accounts established for the FACILITY as described in SECTION 9.A above. If the funds in the OPERATIONS ACCOUNT exceed the projected OPERATING EXPENSES for the YEAR, RAP may, at any time, withdraw from the OPERATIONS ACCOUNT such excess funds; provided such withdrawal would not adversely impact the operation of the FACILITY in any manner.

C. Annual Accounting Adjustment

Within thirty (30) days of the end of each contract YEAR, *OPERATOR* shall prepare and submit to CITY a statement showing the total gross receipts for the YEAR by category and any fees and expenses paid for the YEAR.

- D. In the event that *OPERATOR* fails, neglects, or refuses to perform or fulfill any one or more of the conditions, covenants, or agreements contained in this AGREEMENT other than as a result of CITY'S failure to sufficiently fund the OPERATIONS ACCOUNT as set forth in SECTION 9.A.2 or as a result of a Force Majeure Event, or as a result of an act or omission of *OPERATOR* contrary to said conditions, covenants, and

agreements, *OPERATOR* agrees to pay to CITY the sum so paid or the expense so incurred, including all interest, costs damages, and penalties.

- E. For all purposes under this Section, and in any suit, action, or proceeding of any kind between the parties hereto, any receipt showing the payment of any sum by CITY for any work done or material furnished shall be prima facie evidence against *OPERATOR* that the amount of such payment was necessary and reasonable. Should CITY elect to use its own personnel in making any repairs, replacements, and/or alterations chargeable to *OPERATOR*, and charge *OPERATOR* with the cost of same, receipts and timesheets will be used to establish the charges, which shall be presumed to be reasonable in absence of contrary proof submitted by *OPERATOR*.

SECTION 10. IMPROVEMENTS

- A. CITY reserves the right to further develop or improve the FACILITY and the PREMISES as it deems in its best interest without interference or hindrance by *OPERATOR*. Such development or improvement may require the suspension or termination of the AGREEMENT. CITY shall not be liable to *OPERATOR* for any loss of business which results from the construction of any development or improvements to the FACILITY or the PREMISES except as provided below. In the event that CITY's development or improvement interferes with or prevents *OPERATOR* from managing or operating the FACILITY in accordance with the standards and terms and conditions in the AGREEMENT, then *OPERATOR* may terminate the AGREEMENT upon written notice to CITY, in which event CITY/RAP shall (i) reimburse *OPERATOR* for any OPERATING EXPENSES previously paid by *OPERATOR* from its own funds; and (ii) pay *OPERATOR* a termination fee equal to the remaining *OPERATOR'S FEES* that would have been otherwise due to *OPERATOR* had the AGREEMENT continued through the natural expiration of the TERM.
- B. Compliance with Applicable Rules and Regulations:
Any and all structural or other improvements, equipment and interior design and decor constructed or installed by *OPERATOR* on behalf of CITY, including the plans and specifications therefore, shall in all respects conform to and comply with the applicable statutes (including the California Environmental Quality Act and the Americans with Disabilities Act), ordinances, building codes, rules and regulations of CITY and such other authorities that may have jurisdiction over the FACILITY areas or *OPERATOR'S* operations therein. CITY shall be responsible for the costs of any such improvements.
- C. Procurement of Permits and Approvals:
OPERATOR shall, at no expense to *OPERATOR*, and prior to construction of any improvements on the PREMISES, procure all building, fire, safety, aesthetic, environmental, and other permits and approvals necessary for the construction of the structural and other improvements, installation of the equipment, and the interior design and decor. Copies of all said permits and approvals shall thereafter be submitted to RAP. No permission to begin said improvements shall be granted by RAP's GENERAL MANAGER prior to *OPERATOR* obtaining said permits and approvals.

D. Subcontractors:

OPERATOR, CITY and/or RAP, as applicable, shall require by any contract that it awards in connection with the structural or other improvements, including the installation of any and all equipment, and the interior designing and decor, that the contractor doing, performing or furnishing the same shall comply with all applicable statutes, ordinances, codes, rules and regulations, and submit to CITY evidence of required insurance coverage.

SECTION 11. INDEMNIFICATION

1. Indemnification by Operator. Subject to EXHIBIT A , OPERATOR shall defend, indemnify, and hold harmless CITY and its respective trustees, beneficiaries, members, directors, officers, employees and agents, and the successors and assigns of each of the foregoing for, from and against any and all UNRECOVERED LOSSES (defined below) incurred by such parties to the extent arising out of or in connection with OPERATOR'S negligence or willful misconduct except to the extent arising from CITY'S willful misconduct or fraud committed by CITY or RAP in the performance of CITY'S duties under this AGREEMENT.
2. In the event that any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity ("ACTION") shall be instituted or asserted or any LOSSES (as defined below) shall arise in respect of which indemnity may be sought by a party to be indemnified (an "Indemnified Party") pursuant to this section, such INDEMNIFIED PARTY shall promptly notify the party which owes an obligation to indemnify hereunder (an "INDEMNIFYING PARTY") in writing. The failure to provide notice, however, shall not release the INDEMNIFYING PARTY from any of its obligations hereunder except to the extent that such INDEMNIFYING PARTY is materially prejudiced by such failure. The INDEMNIFYING PARTY shall have the right to participate in and control the defense of any such ACTION to the extent allowed under applicable law and, in connection therewith, to retain counsel approved by the INDEMNIFIED PARTY, such approval not to be unreasonably withheld, conditioned or delayed. The INDEMNIFYING PARTY shall keep the INDEMNIFIED PARTY informed of the status of such ACTION and shall consider in good faith recommendations made by the INDEMNIFIED PARTY with respect thereto. In any such ACTION, any INDEMNIFIED PARTY shall have the right to retain its own counsel at its own expense; provided, however, that the fees and expenses of such INDEMNIFIED PARTY'S counsel shall be at the expense of the INDEMNIFYING PARTY if (i) the parties shall have mutually agreed to the retention of such counsel, (ii) the INDEMNIFYING PARTY shall have failed, within a reasonable time after having been notified of the existence of an indemnified claim,

to assume the defense of such indemnified claim or (iii) if, in the INDEMNIFIED PARTY'S reasonable judgment, a conflict of interest exists between the INDEMNIFIED PARTY and the INDEMNIFYING PARTY at any time during the defense of such ACTION. It is understood that the INDEMNIFYING PARTY shall not, in respect of the legal expenses of any INDEMNIFIED PARTY, in connection with any ACTION or related ACTIONS in the same jurisdiction, be liable for the fees and expense of more than one separate firm (in addition to any local counsel reasonably satisfactory to the INDEMNIFIED PARTY) for all INDEMNIFIED PARTIES and that all such fees and expenses shall be reimbursed as they are incurred; provided, however, that if there exists or is reasonably likely to exist a conflict of interest that would make it inappropriate in the judgment of an INDEMNIFIED PARTY for the same counsel to represent such INDEMNIFIED PARTY and any other INDEMNIFIED PARTY, then all similarly-situated INDEMNIFIED PARTIES shall be entitled to retain one counsel, in each jurisdiction for which such INDEMNIFIED PARTIES reasonably determine counsel is required, at the expense of the INDEMNIFYING PARTY. The INDEMNIFYING PARTY shall not be liable for any settlement of any ACTION without its written consent (which consent shall not be unreasonably withheld, conditioned or delayed). The INDEMNIFYING PARTY shall not effect any settlement of any pending or threatened ACTION in respect of which any INDEMNIFIED PARTY is seeking indemnification hereunder without the prior written consent of each such INDEMNIFIED PARTY (which consent shall not be unreasonably withheld, conditioned or delayed), unless such settlement includes an unconditional release of each such INDEMNIFIED PARTY from all liability and claims that are the subject matter of such claim, demand, action, suit or proceeding and does not otherwise affect the financial or legal obligations of the INDEMNIFIED PARTY. As necessary or useful to the defending party in effecting the foregoing procedures, the INDEMNIFYING PARTY and the INDEMNIFIED PARTY shall cooperate in the execution and delivery of agreements, instruments and other documents and in the provision of access to witnesses, documents and property (including access to perform interviews, physical investigations or other activities).

3. For purposes of this Section, "LOSSES" shall mean losses, damages, liabilities, deficiencies, claims, debts, demands, obligations, fees, actions, causes of action, interest, awards, judgments, penalties, costs and expenses (including reasonable attorneys' fees, costs and other reasonable out-of-pocket expenses incurred in investigating, preparing or defending the foregoing) of any kind or nature whatsoever and "UNRECOVERED LOSSES" shall mean any and all LOSSES of any INDEMNIFIED PARTY in excess of any third party awards actually received by such INDEMNIFIED PARTY.

SECTION 12. MAINTENANCE OF PREMISES

- A. OPERATOR will be responsible for the maintenance of PREMISES, including structural, mechanical and electrical maintenance for the FACILITY. During all periods that the PREMISES are used or are under the control of the OPERATOR for the uses, purposes, and occupancy aforesaid, OPERATOR shall complete all necessary damage/maintenance repairs, including general exterior appearance of all equipment and facilities and regular graffiti removal, to the satisfaction of RAP and consistent with other first class, high-quality facilities. The cause of said maintenance, cleaning and repairs may result from normal wear and tear, as well as vandalism. These costs shall be included as part of the ANNUAL OPERATING BUDGET.

OPERATOR will provide grounds maintenance which includes tree trimming, mowing, weeding and landscaping as part of the ANNUAL OPERATING BUDGET.

B. Property Damage and Theft Reporting

OPERATOR shall complete and submit to RAP a "Special Occurrence and Loss Report," (Exhibit M) in the event that the PREMISES and/or CITY-owned property is damaged or destroyed, in whole or in part, from any cause whatsoever, and in the event of theft, burglary, or other crime committed on the PREMISES. RAP shall provide blank forms for this purpose.

C. Damage or Destruction to Premises

a. Partial Damage

If all or a portion of the PREMISES are partially damaged by fire, explosion, flooding inundation, floods, the elements, public enemy, or other casualty, but not rendered uninhabitable, the same will be repaired with due diligence by CITY at its own cost and expense (or with any available insurance proceeds), subject to the limitations as hereinafter provided; if said damage is caused by the negligent acts or omissions of OPERATOR, its agents, officers, or employees, OPERATOR shall be responsible for reimbursing CITY for any costs and expenses incurred in making such repairs.

b. Extensive Damage

If the damages as described above in "Partial Damage" are so extensive as to render the PREMISES or a portion thereof uninhabitable, but are capable of being repaired within a reasonable time not to exceed sixty (60) days, the same shall be repaired with due diligence by CITY at its own cost and expense (or with any available insurance proceeds) and a negotiated portion of the fees and charges payable hereunder shall abate from the time of such damage until such time as the PREMISES are fully restored and certified by RAP as again ready for use; provided, however, that if such damage is caused by the negligent acts or omissions of OPERATOR, its agents, officers, or

employees, *OPERATOR* shall be responsible for the costs and expenses incurred in making such repairs.

c. Complete Destruction

In the event all or a substantial portion of the PREMISES are completely destroyed by fire, explosion, the elements, public enemy, or other casualty, or are so damaged that they are uninhabitable and cannot be repaired or replaced except after more than sixty (60) days, CITY shall be under no obligation to repair, replace or reconstruct said PREMISES, and an appropriate portion of the fees and charges payable hereunder shall abate as of the time of such damage or destruction and shall henceforth cease until such time as the said PREMISES are fully restored. If within four (4) months after the time of such damage or destruction said PREMISES have not been repaired or reconstructed, *OPERATOR* may terminate this AGREEMENT in its entirety as of the date of such damage or destruction. Notwithstanding the foregoing, if the said PREMISES, or a substantial portion thereof, are completely destroyed as a result of the negligent acts or omissions of *OPERATOR*, its agents, officers, or employees, CITY may, in its discretion, require *OPERATOR* to repair and reconstruct the same within twelve (12) months of such destruction and *OPERATOR* shall be responsible for reimbursing CITY for the costs and expenses incurred in making such repairs.

d. Limits of CITY'S Obligation Defined

In the application of the foregoing provisions, CITY may, but shall not be obligated to, repair or reconstruct the PREMISES. If CITY chooses to do so, CITY'S obligation shall also be limited to repair or reconstruction of the PREMISES to the same extent and of equal quality as obtained by *OPERATOR* at the commencement of its operations hereunder. Redecoration and replacement of furniture, equipment and supplies that are owned by *OPERATOR* and not a part of the CITY'S FF&E shall be the responsibility of *OPERATOR* and any such redecoration and refurnishing/re-equipping shall be equivalent in quality to that originally installed.

D. Pest Control

OPERATOR shall perform pest control in all areas of the PREMISES. *OPERATOR* shall take all reasonable measures to reduce the proliferation of pests, including maintaining the PREMISES in clean condition. RAP may direct *OPERATOR* to take additional measures to abate pests, which are an immediate threat to public health or safety. These costs shall be included as part of the ANNUAL OPERATING BUDGET.

SECTION 13. PROHIBITED ACTS

OPERATOR shall not:

1. Use the PREMISES to conduct any other business operations of *OPERATOR* not related to the FACILITY;
2. Do or allow to be done anything which may interfere with the effectiveness or accessibility of utility, heating, ventilation, or air conditioning systems or portions thereof on the PREMISES or elsewhere on the FACILITY, nor do or permit to be done anything which may interfere with free access and passage in the PREMISES or the public areas adjacent thereto, or in the streets or sidewalks adjoining the PREMISES, or hinder police, fire fighting or other emergency personnel in the discharge of their duties;
3. Interfere with the public's enjoyment and use of the FACILITY or use the PREMISES for any purpose which is not essential to the FACILITY operations;
4. Rent, sell, lease or offer any space for storing of any articles whatsoever within or on the PREMISES other than specified herein, without the prior written approval of RAP;
5. Overload any floor or roof in the PREMISES contrary to applicable building codes;
6. Place any additional lock of any kind upon any window or interior or exterior door in the PREMISES, or make any change in any existing door or window lock or the mechanism thereof, unless a key therefore is maintained on the PREMISES, nor refuse, upon the expiration or sooner termination of the AGREEMENT, to surrender to RAP any and all keys to the interior or exterior doors on the PREMISES, whether said keys were furnished to or otherwise procured by *OPERATOR*, and in the event of the loss of any keys furnished by RAP, *OPERATOR* shall pay CITY, on demand, the cost for replacement thereof;
7. Do or permit to be done any act or thing upon the PREMISES which will invalidate, suspend or increase (except in connection with increased or changed usage) the rate of any insurance policy required under the AGREEMENT, or carried by CITY, covering the PREMISES, or the buildings in which the same are located or which, in the opinion of RAP, may constitute a hazardous condition that will increase the risks normally attendant upon the operations contemplated under the AGREEMENT, provided, however, that nothing contained herein shall preclude *OPERATOR* from bringing, keeping or using on or about the PREMISES such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its FACILITY operations in all respects as is customary;
8. Use, create, store or allow any hazardous materials as defined in Section 25260 of the California Health and Safety Code, or those which meet the criteria of the above Code, as well as any other substance which poses a hazard to health and environment, provided, however, that nothing contained herein shall preclude *OPERATOR* from bringing, keeping or using on or about the PREMISES such

materials, supplies, equipment and machinery as are appropriate or customary in carrying on its FACILITY operations except that all hazardous materials must be stored and used in compliance with all City, State and Federal rules, regulations, ordinances and laws;

9. Permit undue loitering on or about the PREMISES;
10. Use the PREMISES in any manner that will constitute "waste" in the reasonable determination of RAP;
11. Use or allow the PREMISES to be used for, any improper, immoral, or unlawful purposes and contrary to the express terms hereunder as reasonably determined by the parties; provided however, this shall not be read or construed to limit OPERATOR'S ability to operate the FACILITY consistent with industry practice for similar venues.
12. Install or allow the installation of video games, or vending machines including but not limited to Automated Teller Machines (ATMs) without the prior written approval of RAP.
13. Knowingly permit gambling on the PREMISES or install or operate or permit to be installed or operated thereon, any device which is illegal; or use the PREMISES or permit it to be used for any illegal business or purpose.
14. Permit smoking in the interior areas of the FACILITY or PREMISES, in conformance with AB13 California Smoke-Free Workplace Law and CITY and County of Los Angeles regulations, or in any exterior areas of the FACILITY or PREMISES as may be designated by RAP. Any exceptions to this policy will require the prior written approval of RAP.

SECTION 14. NUMBER OF ORIGINALS

The number of original texts of this AGREEMENT shall be equal to the number of parties hereto, one text being retained by each party.

SECTION 15. RATIFICATION LANGUAGE

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

SECTION 16. SECURITY DEPOSIT

- A. OPERATOR shall provide RAP as a security deposit ("Deposit") a sum equal to One Hundred Thousand Dollars (\$100,000.00) for the term of the AGREEMENT.

B. Form of Deposit

OPERATOR'S Deposit shall be in the following form:

1. A cashier's check drawn on any recognized local bank, which cashier's check is payable to the order of the City of Los Angeles.

C. Agreement of Deposit and Indemnity

OPERATOR unconditionally agrees that in the event of any material default of this AGREEMENT by *OPERATOR* and consequent termination by CITY, CITY shall have full power and authority to use the Deposit in whole or in part to indemnify CITY.

D. Maintenance of Deposit

CITY shall hold *OPERATOR'S* Deposit in an interest-bearing account during the entire term of the AGREEMENT.

E. Return of Deposit to Operator

Said Deposit, together with accumulated interest, shall be returned to *OPERATOR* and any rights assigned to Deposit shall be surrendered by CITY in writing, after the expiration or earlier termination of the AGREEMENT and the later of (i) any exit audits and inspections performed in conjunction with the AGREEMENT, or (ii) ninety (90) days thereafter. The CITY reserves the right to deduct from the Deposit, any amounts up to and including the full amount of the Deposit as stated herein, owed to the CITY by *OPERATOR* as shown by any exit audits performed by CITY, or as compensation to CITY for material breach by *OPERATOR* of this AGREEMENT. *OPERATOR* shall have the right to challenge the accuracy of such audit and/or the propriety of any claim by CITY against the funds, and in the event that the Parties fail to reach agreement concerning the disposition of the funds, each Party may institute appropriate dispute resolution or legal proceedings.

SECTION 17. TAXES, PERMITS AND LICENSES

- A. *OPERATOR* shall obtain and maintain any and all approvals, permits, or licenses that may be required in connection with the operation of the FACILITY including, but not limited to, tax permits, business licenses, health permits, building permits, police and fire permits, etc.
- B. *OPERATOR* shall pay all applicable CITY, STATE and Federal taxes associated with *OPERATOR'S* business activities in performance of the services required in this AGREEMENT (which shall be treated as OPERATING EXPENSES except for any taxes on *OPERATOR* income in connection with this AGREEMENT; provided, however, based on input provided by the County Assessor's Office a possessory interest tax will not be imposed on *OPERATOR* as a result of performing its obligations under this AGREEMENT. In the event that any possessory interest is imposed, CITY/ RAP shall be responsible for the payment of all property taxes, if any, levied upon such interest.

OPERATOR acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

- C. During the entire TERM of the AGREEMENT, the OPERATOR must hold a current Los Angeles Business Tax Registration Certificate (BTRC) as required by the CITY'S Business Tax Ordinance (LAMC Article 1, Chapter 2, Sections 21.00 et. seq.)

SECTION 18. TRANSFER OR ASSIGNMENT

OPERATOR shall not under-let or sub-let the subject PREMISES or any part thereof or allow the same to be used or occupied by any other person or for other use than that herein specified, nor assign the AGREEMENT nor transfer, assign or in any manner convey any of the rights or privileges herein granted without the prior written consent of CITY. For purposes of this Section, an assignment or transfer shall include a change of control of OPERATOR. Neither the AGREEMENT nor the rights herein granted shall be assignable or transferable by any process or proceedings in any court, or by attachment, execution, proceeding in insolvency or bankruptcy either voluntary or involuntary, or receivership proceedings. Any attempted assignment, mortgaging, hypothecation, or encumbering of the FACILITY rights or other violation of the provisions of this Section shall be void and shall confer no right, title or interest in or to the AGREEMENT or right of use of the whole or any portion of the PREMISES upon any such purported assignee, mortgagee, encumbrance, pledgee or other lien holder, successor or purchaser.

OPERATOR may not, without prior written permission of the CITY:

- A. Assign or otherwise alienate *any* of its rights hereunder, including the right to payment, except that the Parties acknowledge that the foregoing does not preclude the assignment by OPERATOR of its rights to receive fees hereunder to its lender(s) as collateral security for OPERATOR's obligations under any credit facilities provided to it by such lender(s), provided that such collateral assignment shall not in any event cover OPERATOR's rights to manage, promote or operate the Facility hereunder.
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

SECTION 19. BUSINESS RECORDS

- A. OPERATOR shall maintain for three (3) years after expiration or termination of the AGREEMENT, all of its books, ledgers, journals, and accounts wherein are kept all entries reflecting the gross receipts received or billed by it from the business transacted pursuant to the AGREEMENT. Such books, ledgers, journals, accounts, and records shall be available for inspection and examination by RAP, or a duly authorized representative, during ordinary business hours at any time during the term of this AGREEMENT and for three (3) years thereafter.

B. Employee Fidelity Bonds

At RAP's discretion, adequate employee fidelity bonds may be required to be maintained by *OPERATOR* covering all its employees who handle money. If required, any cost would be part of the ANNUAL OPERATING BUDGET.

C. Cash and Record Handling Requirements

If requested by RAP, *OPERATOR* shall prepare a description of its cash handling and sales recording systems and equipment to be used for operation of the FACILITY, which shall be submitted to RAP for approval.

OPERATOR shall be required to maintain a method of accounting in compliance with GAAP for the FACILITY, which shall correctly and accurately reflect the gross receipts and disbursements received or made by *OPERATOR* from the operation of the FACILITY. The method of accounting, including bank accounts, established for the FACILITY shall be separate from the accounting systems used for any other business operated by *OPERATOR* or for recording *OPERATOR'S* personal financial affairs. Such method shall include the keeping of the following documents:

1. Regular books of accounting such as general ledgers.
2. Journals including supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
3. State and Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown.
4. Receipt vouchers and Point of Sale receipts shall be retained in order for daily sales to be identified, with reconciliations required per event.
5. Any other accounting records that CITY, in its sole discretion, deems necessary for proper reporting of receipts.

D. Method of Recording Gross Receipts

Gross receipts will be recorded through the Point of Sale ("POS") system in order to establish the daily receipts records and reconciliation. The POS shall be non-resettable and sufficient to supply an accurate recording of all sales. All POS shall have a price display, which is and shall remain at all times visible to the public.

E. Annual Statement of Gross Receipts and Expenses

OPERATOR shall, at no cost to *OPERATOR*, transmit certified financial statements for the FACILITY operations, prepared in a form and by a Certified Public Accounting firm acceptable to RAP, on or before September 15th for the foregoing calendar year during the TERM of the AGREEMENT. Notwithstanding the expiration or termination of this AGREEMENT, this certified financial statements provisions shall survive the TERM of

the AGREEMENT and the final certified financial statements shall be filed on or prior to April 15th of the calendar year after the expiration of the AGREEMENT. The certified financial statements shall set forth an expense account entitled "Compensation to Officers" or an account having some similar title. The amount shown opposite this item shall include all salaries or other compensation paid to officers of the OPERATOR'S corporation, directors, shareholders, any individual owning stock indirectly and other persons employed by OPERATOR to manage the operations or supervise OPERATOR'S employees and members of their respective families where such payment is for services derived from the FACILITY operations by OPERATOR. These salaries or other compensation shall not be indicated in any other expense category.

The annual certified financial statements shall include an attachment containing the following information:

- All actual revenue, categorized by source (i.e., facility rental, skate rentals, sponsorships, etc.)
- Special events and all revenues in connection thereto

Failure to provide the certified financial statements described above, within the prescribed time allowed, shall be cause for RAP to call for an immediate audit of the FACILITY operations at RAP's expense.

All records obtained or created in connection with CITY'S inspections of record or audits, will be or become subject to public inspection and production as public records, except to the extent that certain records or information are not required by law to be disclosed.

All documents, books and accounting records shall be open for inspection and reinsertion at any reasonable time during the TERM of the AGREEMENT, and for a reasonable period, not to exceed one (1) year, thereafter. In addition, CITY may from time to time conduct an audit and re-audit of the books and businesses conducted by OPERATOR and observe the operation of the business so that accuracy of the above records can be confirmed. If the report of gross sales made by OPERATOR to CITY shall be found to be less than the amount of gross sales disclosed by such audit and observation, OPERATOR shall pay CITY within thirty (30) days after billing any additional amounts disclosed by such audit. If discrepancy exceeds two percent (2%) and no reasonable explanation is given for such discrepancy, OPERATOR shall also pay the cost of the audit.

SECTION 20. REGULATIONS, INSPECTION, AND DIRECTIVES

A. Constitutional and Other Limits on OPERATOR's Rights to Exclusivity

Notwithstanding any exclusivity granted to OPERATOR by the terms of this AGREEMENT, the CITY in its discretion may require OPERATOR, without any reduction

in rent or other valuable consideration to OPERATOR, to accommodate the rights of persons to access and engage in expressive activities, as guaranteed by the First Amendment to the United States Constitution, the California Constitution, and other laws, as these laws are interpreted by the CITY. Expressive activities include, but are not limited to, protesting, picketing, proselytizing, soliciting, and vending of certain expressive, message-bearing items.

B. Conformance with Laws: OPERATOR shall comply with:

- a. Any and all applicable rules, regulations, orders, and restrictions which are now in force or which may be hereafter adopted by CITY with respect to the operation of the FACILITY;
- b. Any and all orders, directions or conditions issued, given, or imposed by RAP with respect to the use of the roadways, driveways, curbs, sidewalks, parking areas, or public areas adjacent to the PREMISES;
- c. Any and all applicable laws, ordinances, statutes, rules, regulations or orders, including the LAMC, LAAC, the Charter of the City of Los Angeles, and of any governmental authority, federal, state or municipal, now in force or which may be hereafter adopted, lawfully exercising authority over the OPERATOR'S operations; and,
- d. Any and all applicable local, state and federal laws and regulations relative to the design and installation of facilities to accommodate disabled persons.

C. Permissions

Any permission required by the AGREEMENT shall be secured in writing by OPERATOR from CITY or RAP and any non-material errors or omissions therefrom shall not relieve OPERATOR of its obligations to faithfully perform the conditions therein. OPERATOR shall immediately comply with any reasonable written request or lawful order provided in accordance with this Agreement and submitted to it by CITY or RAP.

D. Right of Inspection and Access to FACILITY

CITY and RAP, their authorized representatives, agents and employees shall possess and maintain the right to enter upon the PREMISES at any and all times provided CITY and RAP provide reasonable advance written notice and without interfering with the usual and customary operations of the FACILITY. Said access and/or inspections may be made at any time by persons identified to OPERATOR as CITY employees, or CITY authorized persons. Inspections may be made for the purpose set forth below, however, the enumerations below shall not be construed to limit CITY'S right of inspection for any purpose incidental to the rights of CITY:

1. To determine if OPERATOR is complying with the terms and conditions of the AGREEMENT.

2. To observe transactions between the *OPERATOR* and patrons in order to evaluate the quality and quantities of services provided or items sold or dispensed, the courtesy extended to and method of dealing with the public, the performance and caliber of *OPERATOR'S* employees, subcontractor employees and the methods for recording receipts.

The information gathered on these inspections may be used to evaluate *OPERATOR* to provide a basis for an action by CITY for the termination, renewal or denial of extensions to the AGREEMENT or for any other appropriate action.

E. Control of Premises

CITY shall at all times retain and possess absolute and full access to the PREMISES and all its appurtenances during the TERM of the AGREEMENT and may make such changes and alterations therein, and in the grounds surrounding same, as may be determined by CITY but consistent with the obligations, terms and conditions of this AGREEMENT.

F. Business Inclusion Program

OPERATOR agrees and obligates itself to utilize the services of Minority, Women, Small, Emerging, Disabled Veteran and Other Business Enterprise firms at levels set forth in EXHIBITS H & I. *OPERATOR* certifies that it has complied with Executive Directive No. 14 regarding the Outreach Program. *OPERATOR* shall not change any of these designated sub consultants and subcontractors, nor shall *OPERATOR* reduce their level of effort, without prior written approval of the CITY, provided that such approval shall not be unreasonably withheld.

During the TERM of this AGREEMENT, *OPERATOR* must submit the MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, SCHEDULE B (EXHIBIT I) when submitting the Monthly Event Closing Statement. Upon termination of this AGREEMENT, a summary of these records shall be prepared on the "Final Subcontracting Report" form, SCHEDULE C (EXHIBIT J) and certified correct by the *OPERATOR* or its authorized representative. The completed SCHEDULE C shall be furnished to RAP within fifteen (15) working days after termination of the AGREEMENT.

G. First Source Hiring Ordinance

Unless otherwise exempt in accordance with the provisions of this Ordinance, this AGREEMENT is subject to the applicable provisions of the First Source Hiring Ordinance ("FSHO"), Section 10.44 et seq. of the LAAC, as amended from time to time.

1. *OPERATOR* shall, prior to the execution of this AGREEMENT, provide to the Designated Administrative Agency ("DAA") a list of anticipated employment opportunities that *OPERATOR* estimates it will need to fill in order to perform the

services under this AGREEMENT. The Department of Public Works Bureau of Contract Administration is the DAA.

2. OPERATOR further pledges that it will, during the TERM of the AGREEMENT:
 - a. At least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Economic and Workforce Development Department of Los Angeles ("EWDD"), which will refer individuals for interview;
 - b. Interview qualified individuals referred by EWDD; and
 - c. Prior to filling any employment opportunity, the OPERATOR shall inform the DAA of the names of the referral resources used, the names of the individuals they referred, the names of the referred individuals who the OPERATOR interviewed and the reasons why referred individuals were not hired.
3. Any subcontract entered into by the OPERATOR relating to this AGREEMENT, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
4. OPERATOR shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

If, under the provisions of Section 10.44.13 of the LAAC, the DAA determines that the OPERATOR intentionally violated or used hiring practices for the purpose of avoiding the FSHO, the determination must be documented in RAP's Operator Evaluation, required under LAAC Section 10.39 et seq., and must be documented in each of the OPERATOR's subsequent Contractor Responsibility Questionnaires submitted under LAAC Section 10.40 et seq. This measure does not limit the CITY'S authority to act under the FSHO.

Under the provisions of Section 10.44.8 of the LAAC, RAP shall, under appropriate circumstances, terminate this AGREEMENT and otherwise pursue legal remedies that may be available if the DAA determines that the subject OPERATOR has violated provisions of the FSHO.

H. CEC Form 50

OPERATOR agrees to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if *OPERATOR* qualifies as a lobbying entity under Los Angeles Municipal Code 48.02. CEC Form 50 is attached as EXHIBIT K.

Bidder Contributions -City Charter Sections 470(c) (12). *OPERATOR* is subject to Charter Section 470(c) (12) and related ordinances. As a result, *OPERATOR* may not

make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time it submits its proposal for this AGREEMENT until either this AGREEMENT is approved or for twelve (12) months after the EFFECTIVE DATE. OPERATOR's principals and subcontractors performing \$100,000.00 or more in work on this AGREEMENT, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

I. CEC Form 55

OPERATOR shall submit CEC Form 55, which requires OPERATOR to identify their principals, their subcontractors performing \$100,000.00 or more in work on this AGREEMENT, and the principals of those subcontractors. OPERATOR must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. If OPERATOR fails to comply with this City law, it may be subject to penalties including termination of this AGREEMENT and debarment. Additional information regarding restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

SECTION 21. SURRENDER OF POSSESSION

OPERATOR agrees to yield and deliver possession of the PREMISES to CITY on the date of the expiration or earlier termination of this AGREEMENT promptly, peaceably, quietly, and in as good order and condition as the same now are or may be hereafter improved by *OPERATOR* or CITY.

No agreement of surrender or to accept a surrender shall be valid unless and until the same is in writing and signed by the duly authorized representatives of CITY and *OPERATOR*. Neither the doing nor omission of any act or thing by any of the officers, agents or employees of CITY shall be deemed an acceptance of a surrender of the PREMISES utilized by *OPERATOR* under the AGREEMENT.

SECTION 22. NOTICES

A. To CITY:

Unless otherwise stated in the AGREEMENT, written notices to CITY hereunder shall be addressed to:

Department of Recreation and Parks
Attention: Concessions Unit
P. O. Box 86328
Los Angeles, California 90086-0610

All such notices may either be delivered personally or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for

delivery by registered or certified mail. Service in such manner by registered or certified mail shall be effective upon receipt.

CITY shall provide *OPERATOR* with written notice of any address change within thirty (30) days of the occurrence of said change.

B. To *OPERATOR*:

All notices to *OPERATOR* may either be delivered personally to the *OPERATOR* or to any officer or responsible employee of *OPERATOR* or may be deposited in the United States mail, properly addressed as aforesaid with postage fully prepaid for delivery by registered or certified mail. Service in such manner by registered or certified mail shall be effective upon receipt.

Written notices to *OPERATOR* shall be addressed to *OPERATOR* as follows:

American Sports Entertainment Co, LLC
1820 E Ray Rd
Chandler, AZ 85225
480-264-5123
Contact person:
Brad Berman
Brad.berman@asecllc.com
480-264-5123

With a copy to (which shall not constitute notice):

ASEC
Attention: Reseda Ice Rink MANAGER
18128 and 18210 Sherman Way
Reseda, CA 91335

and

Luc Robitaille
luc@lakings.com
310-535-4550

and

LA LIVE VENTURE, LLC
Attention: John Keenan
800 Olympic Blvd., Suite 305

Los Angeles, CA 90015
jkeenan@aegworldwide.com
3213-742-7114

City's failure to send copies of notices to the parties identified in this Section as parties receiving copies shall not be deemed a failure of City's obligation to provide notice under this Section.

OPERATOR shall provide CITY with written notice of any address change within thirty (30) calendar days of the occurrence of said address change.

SECTION 23. TERMINATION

A. This AGREEMENT may be terminated:

(a) by either party upon thirty (30) days written notice to the other party in the event of a closure of the FACILITY;

(b) by either party upon thirty (30) days written notice, if the other party fails to perform or comply with any of the terms, covenants, agreements or conditions hereof, and such failure is not cured during such thirty (30) day notification period; provided, however, if such failure cannot reasonably be cured within such thirty (30) day cure period, then a longer period of time shall be afforded to cure such breach, up to a total of ninety (90) days; provided further, that the party in default can demonstrate that such party is diligently seeking a cure and the non-defaulting party is not irreparably harmed by the extension of the cure period; or

B. Effect of Termination. If this AGREEMENT is terminated pursuant to this SECTION 22 by OPERATOR for reasons set forth in Section 22.A.(b) above, CITY / RAP shall pay OPERATOR (or OPERATOR shall be entitled to retain): (a) any unpaid OPERATOR'S FEE, earned prior to and prorated through the date of termination, paid within thirty (30) days of the effective date of termination; and (b) a prorated portion of each of the INCENTIVE FEE due to OPERATOR for services performed through the effective date of termination, if any and this Section shall survive the expiration or termination of this AGREEMENT.

C. Upon termination or expiration of this AGREEMENT for any reason: (a) OPERATOR shall promptly discontinue the performance of all services hereunder and surrender and vacate the FACILITY; (b) OPERATOR shall return all property and FF&E in good repair, normal wear and tear excepted, (c) CITY/RAP shall pay OPERATOR all fees due to OPERATOR which has been paid by OPERATOR on the CITY's behalf; (d) OPERATOR shall deliver or otherwise make available to CITY/RAP all electronic files, documents (including, without limitation, contracts and forms), procedures, reports, estimates, summaries, intellectual property, and other such information and materials with respect to the FACILITY as may have been accumulated by OPERATOR in performing its obligations hereunder, whether completed or in process. Any obligations of the parties that are specifically stated to survive expiration or termination of this AGREEMENT shall survive expiration or termination hereof.

D. In no event will either party be entitled to any consequential damages, including lost profits, special damages, punitive damages or exemplary damages for any breach of this AGREEMENT by the other party; provided that nothing in this paragraph shall be construed as a waiver by OPERATOR of its claim for payment of fees or other amounts due.

SECTION 24. MISCELLANEOUS PROVISIONS

A. Interpretation. The necessary grammatical changes required to make the provisions hereof apply either to corporations or partnerships or individuals, men or women, as the case may require, shall in all cases be assumed as though in each case fully expressed.

B. Order of Precedence. In the event of any inconsistency between the provisions in the body of this AGREEMENT and the attachments, the provisions in the body of this AGREEMENT take precedence, followed by EXHIBIT A, Standard Provisions for City Contracts, followed by any other exhibits or attachments to this AGREEMENT.

C. Binding Effect. Subject to all other provisions of this AGREEMENT, each of the provisions of this AGREEMENT shall extend to and shall, as the case may require, bind or inure to the benefit not only of CITY/RAP and of OPERATOR, but also of their respective successors or assigns.

D. Use of Facility Names and Logos. OPERATOR shall have the right and sublicense to use, solely for fulfilling its obligations under this AGREEMENT, on a royalty free basis, the name and all logos of the FACILITY. OPERATOR agrees that it shall take all prudent and appropriate measures to protect the intellectual property rights of the CITY/RAP relating to such logos.

E. Captions. The captions of Articles and Sections are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such Articles and Sections.

F. Relationship of Parties; Waiver of Fiduciary Duties. OPERATOR, CITY and RAP acknowledge and agree that they are not joint venturers, partners, or joint owners with respect to the FACILITY, and nothing contained in this AGREEMENT shall be construed as creating a partnership, joint venture or similar relationship between CITY, RAP and OPERATOR. In operating the FACILITY, entering into contracts, accepting reservations for use of the FACILITY, and conducting financial transactions for the FACILITY, OPERATOR acts on behalf of and as agent for CITY/RAP (but subject to the limitations on OPERATOR'S authority as set out in this AGREEMENT), with the fiduciary duties required by law of a party acting in such capacity.

G. LIMITATION ON FIDUCIARY DUTIES. TO THE EXTENT ANY FIDUCIARY DUTIES THAT MAY EXIST AS A RESULT OF THE RELATIONSHIP OF THE PARTIES ARE INCONSISTENT WITH, OR WOULD HAVE THE EFFECT OF EXPANDING, MODIFYING, LIMITING OR RESTRICTING ANY OF THE TERMS OF THIS AGREEMENT, (I) THE EXPRESS TERMS OF THIS AGREEMENT SHALL CONTROL, (II) THIS AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH GENERAL PRINCIPLES OF CONTRACT INTERPRETATION WITHOUT REGARD TO THE COMMON LAW PRINCIPLES OF AGENCY, AND (III) ANY LIABILITY OF THE PARTIES SHALL BE BASED SOLELY ON PRINCIPLES OF CONTRACT LAW AND THE EXPRESS TERMS OF THIS AGREEMENT. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT FOR THE PURPOSES OF DETERMINING THE NATURE AND SCOPE OF OPERATOR'S FIDUCIARY DUTIES UNDER THIS AGREEMENT, THE TERMS OF THIS AGREEMENT, AND THE DUTIES AND OBLIGATIONS SET FORTH HEREIN, ARE INTENDED TO SATISFY ALL FIDUCIARY DUTIES THAT MAY EXIST AS A RESULT OF THE RELATIONSHIP BETWEEN THE PARTIES, INCLUDING ALL DUTIES OF LOYALTY, GOOD FAITH, FAIR DEALING AND FULL DISCLOSURE, AND ANY OTHER DUTY DEEMED TO EXIST UNDER THE COMMON LAW PRINCIPLES OF AGENCY OR OTHERWISE (OTHER THAN THE DUTY OF GOOD FAITH AND FAIR DEALING IMPLIED UNDER GENERAL CONTRACT PRINCIPLES, INDEPENDENT OF THE COMMON LAW PRINCIPLES OF AGENCY). ACCORDINGLY, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, THE PARTIES HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVE AND DISCLAIM ANY FIDUCIARY OR OTHER SIMILAR COMMON LAW RIGHTS THAT ARE NOT EXPRESSLY IDENTIFIED, DESCRIBED AND SET FORTH IN THIS AGREEMENT, AND THUS UNCONDITIONALLY AND IRREVOCABLY WAIVE AND DISCLAIM ANY RIGHT TO RECOVER OR OBTAIN ANY MONETARY, EQUITABLE OR OTHER RELIEF OR REMEDIES FOR ANY ALLEGED BREACH OR VIOLATION OF ANY ALLEGED FIDUCIARY OR OTHER SIMILAR COMMON LAW RIGHT OR OBLIGATIONS. CITY/RAP ACKNOWLEDGES AND AGREES THAT ITS CONSENT TO THE TRANSACTIONS AND CONDUCT BY OPERATOR DESCRIBED IN THIS AGREEMENT AND ITS WAIVER OF ANY FIDUCIARY OR OTHER SIMILAR COMMON LAW RIGHTS OTHERWISE OWED BY OPERATOR: (I) HAS BEEN OBTAINED BY OPERATOR IN GOOD FAITH; (II) IS MADE KNOWINGLY BY CITY/RAP BASED ON ITS ADEQUATE INFORMED JUDGMENT AS A SOPHISTICATED PARTY AFTER SEEKING THE ADVICE OF COMPETENT AND INFORMED COUNSEL; AND (III) ARISES FROM CITY'S/RAP'S KNOWLEDGE AND UNDERSTANDING OF THE SPECIFIC TRANSACTIONS AND ACTIONS OR INACTIONS OF OPERATORS THAT ARE NORMAL, CUSTOMARY, AND REASONABLY EXPECTED IN THE FACILITY MANAGEMENT INDUSTRY.

H. Operator Confidential Information. In connection with the receipt by CITY or RAP or either of its AUTHORIZED RECIPIENTS of OPERATOR CONFIDENTIAL

INFORMATION during the TERM, CITY and RAP each agree to be bound by the confidentiality provisions set forth in EXHIBIT O attached hereto. This SECTION 23H shall survive the expiration or termination of this AGREEMENT.

I. Counterparts. To facilitate execution, this document may be executed in any number of counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind a party, appear on each counterpart. When such counterparts are combined, they shall form one document.

J. Time of Essence. Time is of the essence of this AGREEMENT and each of its provisions.

K. Severability. If a court of competent jurisdiction or an arbitrator determines that any term of this AGREEMENT is invalid or unenforceable to any extent under applicable law, the remainder of this AGREEMENT (and the application of this AGREEMENT to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

L. Prior Agreements. This AGREEMENT (including the exhibits attached hereto) incorporates and includes all prior negotiations, correspondence, conversations, agreements, course of dealings and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations, agreements or understandings, whether oral or written.

M. Force Majeure. Neither party shall be liable or responsible to the other party for any delay, loss, damage, failure or inability to perform under this AGREEMENT due to an EVENT OF FORCE MAJEURE, provided that the party claiming failure or inability to perform provides written notice to the other party within thirty (30) days of the date on which such party gains actual knowledge of such EVENT OF FORCE MAJEURE.

N. Dispute Resolution. The parties hereto desire to cooperate with each other in the management and operation of the FACILITIES pursuant to the terms hereof. In keeping with this cooperative spirit and intent, the parties shall attempt in good faith to resolve any dispute with respect to the FACILITIES within thirty (30) days following receipt by the other party of notice of such dispute. If the parties are unable to resolve the dispute within such thirty (30) day period, and upon notice by a party to the other party, the parties may be free to pursue causes of action in a court of competent jurisdiction. Nothing in this section prevents either party from issuing a notice of default concurrently with a notice of dispute.

SECTION 25. INCORPORATION OF DOCUMENTS

This AGREEMENT and incorporated documents set forth below represent the entire integrated AGREEMENT of the parties and supersedes all prior written or oral representations, discussions, and agreements. All references to “Contractor” in the Standard Provisions for City Contracts (Rev. 9/22) [v.1] (“STANDARD PROVISIONS”) shall mean the OPERATOR, and OPERATOR shall comply with such STANDARD PROVISIONS. The following Exhibits are to be attached to and made part of this AGREEMENT by reference:

- A. Standard Provisions for City Contracts (Rev. 9/22) [v.1]
- B. Insurance Requirements and Instructions
- C. Premises Maps
- D. Form General No. 87 “Non-Employee Accident or Illness Report
- E. Sponsorship Recognition Policy, Procedures and Guidelines for Recognizing Organizations and Individuals who Contribute to and/or Support City of Los Angeles Park and Programs
- F. Naming Policy, Procedures and Guidelines for Parks and Recreational Facilities
- G. Monthly Report
- H. Schedule A, MBE/WBE/SBE/EBE/DVBE/OBE Subcontractors Information Form
- I. MBE/WBE/SBE/EBE/DVBE/OBE Utilization Profile, Schedule B
- J. Final Subcontracting Report form, Schedule C
- K. CEC Form 50
- L. Annual Management Fee Detail
- M. Special Occurrence and Loss Report
- N. LA KINGS SIGNAGE
- O. OPERATOR Confidential Information

In the event of any inconsistency between any of the provisions of this AGREEMENT and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This AGREEMENT exclusive of attachments, 2) Exhibit A, 3) Exhibit G, and 4) Exhibit C, 5) Exhibit E, 6) Exhibit F, and the rest of the exhibits in the order listed above.

(Signature Page to Follow)

IN WITNESS WHEREOF, THE CITY OF LOS ANGELES has caused this **AGREEMENT** to be executed on its behalf by its duly authorized General Manager of the Department of Recreation and Parks, and *OPERATOR* has executed the same as of the day and year herein below written.

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through the Department of Recreation and Parks

BY: _____

DATE: _____

JIMMY KIM
General Manager

OPERATOR

JV ICE RESEDA, LLC

BY: _____

DATE: _____

Title: _____ Manager _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

BY: _____

DATE: _____

Steven H. Hong
Deputy City Attorney

With Respect to the Obligations of the "KINGS" set forth in Section 8 of this AGREEMENT:

ACKNOWLEDGED AND AGREED

The Los Angeles Kings Hockey Club, L.P.

BY: _____

DATE: _____

Title: _____

Business Tax Registration Certificate Number: _____

Internal Revenue Service Taxpayer Identification Number: _____ AGREEMENT Number: _____

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 9/22) [v.1]

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 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.

PSC-44. COVID-19

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.

PSC-45. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

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. 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

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

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

General Liability

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)

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 _____

Pollution Liability

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

Crime Insurance

Other: _____

Required Insurance and Minimum Limits

Name: JV Ice Reseda, LLC

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

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

WC Statutory

EL _____

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

____ **General Liability**

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)

____ **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:

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16

K
J
I
H
G
F
E
D
C
B
A



06



03



05



02



04



01

NOTE: SEE SHT. A1.00 FOR ALL LOCATIONS OF THESE 3D MODEL IMAGES. THESE IMAGES ARE FOR CLARIFYING PURPOSES ONLY. CONTRACTOR SHALL REFER TO A2.00 & A2.01 AND OTHER SHEETS FOR TECHNICAL INFORMATION.



BUREAU OF ENGINEERING
VERTICAL CONTROL:
HORIZONTAL CONTROL:
SHEET TITLE: 3D VIEWS
PROJECT: REVEDA SKATE FACILITY
ADDRESS: 18210 SHERMAN WAY, REVEDA CA 91335

DEPARTMENT OF PUBLIC WORKS
DATE: BY:
NO. REVISIONS:
INDEX NO.
CIP NO.

CITY OF LOS ANGELES
ENGINEER: GARY LEE MOORE, P.E., ENV SP
DESIGNED BY:
DRAWN BY:
CHECKED BY:
APPROVED BY:
CITY ENGINEER DATE:
DESIGN GROUP

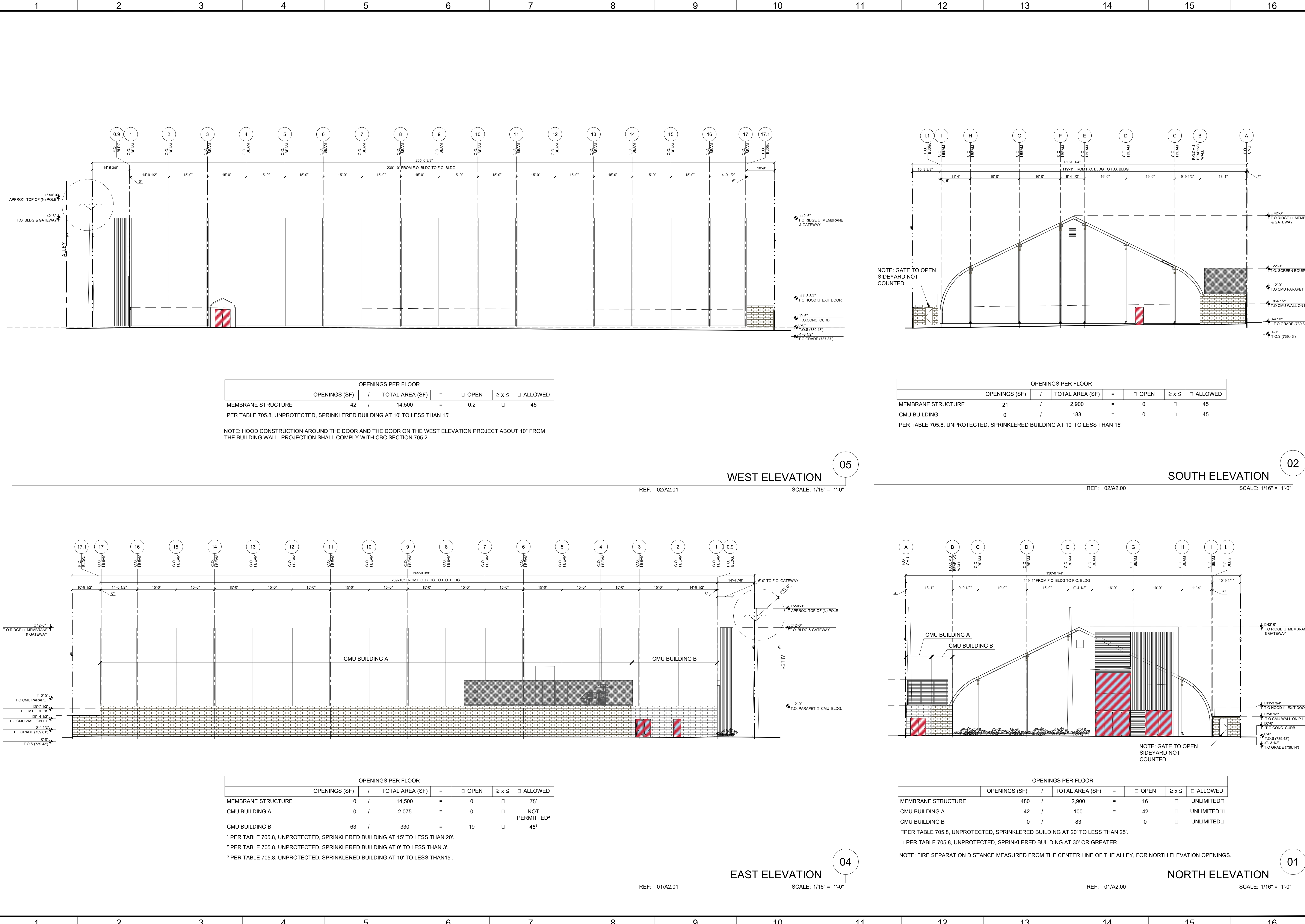
WORK ORDER NO.
E170121B

SHEET NAME
A0.02
SHEET X OF X SHEETS

REVISION DATES
(DESIGN STAGE ONLY)

REVISION DATES (DESIGN STAGE ONLY)

THE CITY OF LOS ANGELES ON ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.



OPENINGS PER FLOOR					
MEMBRANE STRUCTURE	OPENINGS (SF)	/	TOTAL AREA (SF)	=	OPEN ≥ x ≤ ALLOWED
MEMBRANE STRUCTURE	42	/	14,500	=	0.2 45

PER TABLE 705.8, UNPROTECTED, SPRINKLERED BUILDING AT 10' TO LESS THAN 15'

NOTE: HOOD CONSTRUCTION AROUND THE DOOR AND THE DOOR ON THE WEST ELEVATION PROJECT ABOUT 10" FROM THE BUILDING WALL. PROJECTION SHALL COMPLY WITH CBC SECTION 705.2.

OPENINGS PER FLOOR					
MEMBRANE STRUCTURE	OPENINGS (SF)	/	TOTAL AREA (SF)	=	OPEN ≥ x ≤ ALLOWED
MEMBRANE STRUCTURE	21	/	2,900	=	0 45
CMU BUILDING	0	/	183	=	0 45

PER TABLE 705.8, UNPROTECTED, SPRINKLERED BUILDING AT 10' TO LESS THAN 15'

OPENINGS PER FLOOR					
MEMBRANE STRUCTURE	OPENINGS (SF)	/	TOTAL AREA (SF)	=	OPEN ≥ x ≤ ALLOWED
MEMBRANE STRUCTURE	0	/	14,500	=	0 75 ¹
CMU BUILDING A	0	/	2,075	=	0 NOT PERMITTED ²
CMU BUILDING B	63	/	330	=	19 45 ³

¹ PER TABLE 705.8, UNPROTECTED, SPRINKLERED BUILDING AT 15' TO LESS THAN 20'.
² PER TABLE 705.8, UNPROTECTED, SPRINKLERED BUILDING AT 0' TO LESS THAN 3'.
³ PER TABLE 705.8, UNPROTECTED, SPRINKLERED BUILDING AT 10' TO LESS THAN 15'.

OPENINGS PER FLOOR					
MEMBRANE STRUCTURE	OPENINGS (SF)	/	TOTAL AREA (SF)	=	OPEN ≥ x ≤ ALLOWED
MEMBRANE STRUCTURE	480	/	2,900	=	16 UNLIMITED
CMU BUILDING A	42	/	100	=	42 UNLIMITED
CMU BUILDING B	0	/	83	=	0 UNLIMITED

¹ PER TABLE 705.8, UNPROTECTED, SPRINKLERED BUILDING AT 20' TO LESS THAN 25'.
² PER TABLE 705.8, UNPROTECTED, SPRINKLERED BUILDING AT 30' OR GREATER.
 NOTE: FIRE SEPARATION DISTANCE MEASURED FROM THE CENTER LINE OF THE ALLEY, FOR NORTH ELEVATION OPENINGS.

ENGINEERING
 CITY OF LOS ANGELES
 Environmental Engineering Division

LICENSED ARCHITECT
 LAWRENCE S. MOORE
 C 21812
 REN 10/31/2023
 STATE OF CALIFORNIA

BUREAU OF ENGINEERING

SHEET TITLE: ALLOWABLE OPENINGS
 PROJECT: RESEDA SKATE FACILITY
 ADDRESS: 18210 SHERMAN WAY, RESEDA CA 91335

DEPARTMENT OF PUBLIC WORKS

DATE: BY: INDEX NO. CIP NO.

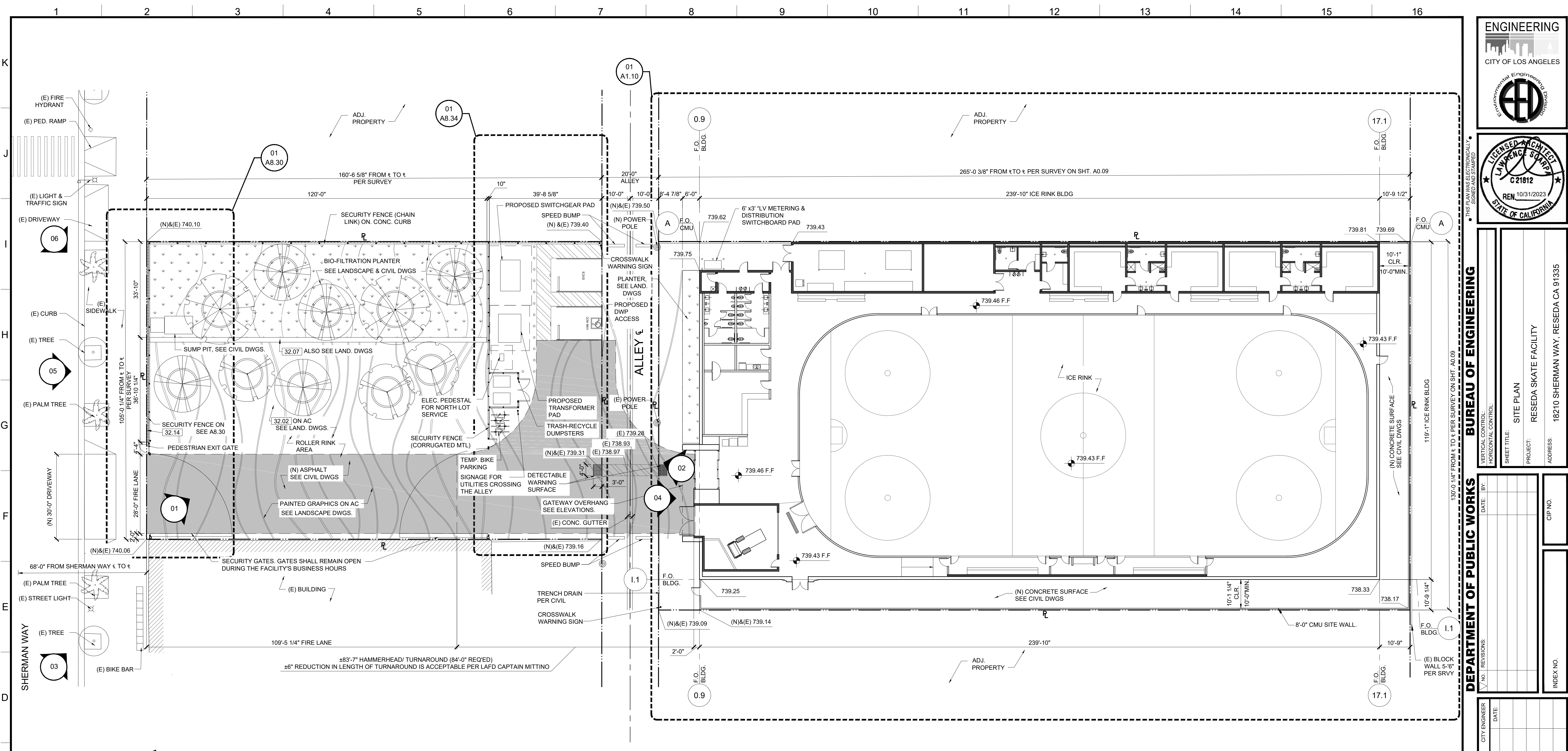
CITY OF LOS ANGELES

CITY ENGINEER: GARY LEE MOORE, P.E., ENV SP
 DESIGN GROUP

ENGINEER: DESIGNED BY: DRAWN BY: CHECKED BY: APPROVED BY:

WORK ORDER NO. E170121B

SHEET NAME: **A0.43**
 SHEET X OF X SHEETS



NOTES:
 1. ALL ELEVATION BUBBLES ON THIS SHEET REFER TO SHEET A0.02 3D MODEL IMAGES. SEE A2.00 & A2.01 FOR TECHNICAL ELEVATIONS THAT ARE CROSS-REFERENCED ON PLANS.
 2. ELEVATIONS: CORNER OF PROPERTY AND DIMENSIONS NOT SHOWN ON SURVEY ARE EXTRAPOLATED FROM SURVEY. CONTRACTOR SHALL VERIFY ALL PROPERTY DIMENSIONS, CORNERS AND ELEVATIONS W/ SURVEYING EQUIPMENT PRIOR TO BEGINNING CONSTRUCTION AND NOTIFY ARCHITECT OF ANY DISCREPANCY OF (E) ELEVATIONS OR (E) PROPERTY DIMENSIONS. ARCHITECT SHALL BE COMPENSATED BY OWNER FOR ANY CHANGES DUE TO INCOMPLETE SURVEY.

SITE PLAN 01

SCALE: 1/16" = 1'-0"

REF: SURVEY, A0.09, A0.30, A0.41, A0.50

<p>KEYNOTES</p> <p>NOTE: ITEMS IDENTIFIED ARE TYPICAL TO ALL LIKE ITEMS UNLESS NOTED OTHERWISE.</p> <p>01 - GENERAL REQUIREMENTS 02 - NOT USED</p> <p>03 - CONCRETE 3.01 CONC. SLAB ON GRADE PER STRUCT'L. 3.02 CONC. O/MTL. DECK PER STRUCT'L. 3.03 CONC. CURB 3.04 CONC. FOOTING PER STRUCT'L. 3.05 CONC. PAVING PER CIVIL DWGS. 3.06 CONC. SIDEWALK PER CIVIL DWGS. 3.07 CONC. PAD</p> <p>04 - MASONRY 4.01 CMU BLDG. WALL 4.02 CMU SITE WALL W/ 2" CMU CAP.</p>	<p>05 - METALS 5.01 STL. COLUMN PER STRUCT'L. PTD. 5.02 STL. BEAM PER STRUCT'L. PTD. 5.03 HSS POST PER STRUCT'L. PTD. 5.04 HSS BEAM PER STRUCT'L. PTD. 5.05 MEMBRANE STRUCTURE I BEAM. 5.06 MTL. DECK. 5.07 MTL. GUARD RAILING. 5.08 MTL. STUD WALL.</p> <p>06 - WOOD AND PLASTICS 6.01 W.P. MEMBRANE PER DETL. & SPECS. 6.02 SINGLE PLY PVC ROOFING PER SPECS. 6.03 R-21 RIGID INSULATION WALLS. 6.04 UNDERSLAB MOISTURE VAPOR BARRIER. 6.05 ROOF DRAIN AND OVERFLOW.</p>	<p>7.06 CLEAR WATER-REPELLENT GRAFITTI COATING AT CMU WALL. (ALL EXPOSED SURFACES). 7.07 BATT INSULATION.</p> <p>08 - OPENINGS (SEE DOOR/WINDOW SCHED) 8.01 STL. DOOR & FRAME, PAINTED. 8.02 CLR. ANODIZED ALUM. STOREFRONT DOOR. 8.03 CLR. ANODIZED ALUM. STOREFRONT WINDOW. 8.04 DOOR HARDWARE SET PER SCHED. 8.05 EXTERIOR WALL LOUVER. 8.06 EXTERIOR WALL VENT WITH CAP. 8.07 ROLLING STL. DOOR & FRAME. 8.08 ICE RINK GATES 8.09 OVERHEAD GLASS DOOR. 8.10 ACCESS PANEL, COLOR TO MATCH ADJACENT MATERIAL. 8.11 ROOF ACCESS HATCH.</p>	<p>09 - FINISHES (SEE FIN. SCHED) 9.01 5/8" TYPE 'X' GYP. BD., PROVIDE 'WET RATED' AT BATHROOMS, PAINT CONC. FLR. SEAL PER FIN. SCHED. 9.02 RUBBER FLR. PER SPECS. 9.03 PAINT PER SPECS. 9.04 REVEAL PER DETAILS. 9.05 GRAFITTI COATING, TYP. ALL EXTERIOR SOLID WALLS. 9.06 GLAZED FINISH ON CMU. 9.07 CERAMIC TILE.</p> <p>10 - SPECIALTIES 10.01 MIRROR PER SPECS. 10.02 SIGNAGE. 10.03 TOILET PAPER ROLL HOLDER PER ACCESSORY SCHED. 10.04 GRAB BAR. 10.05 COAT HOOK.</p>	<p>10.06 WASTE RECEPTACLE. 10.07 FOLDING SHOWER SEAT. 10.08 SHOWER ROD. 10.09 SHELF. 10.10 NETTING, NIC 10.11 FIRE EXTINGUISHER, RECESSED CABINET 10.12 TOILET SEAT COVER DISPENSER. 10.13 PAPER TOWEL DISPENSER. 10.14 BATHROOM PARTITION W/ ROBE HOOK □ EA. DOOR</p> <p>11 - EQUIPMENT/APPLIANCES (SEE EQMT. SCHED) 11.01 MIRROR PER SPECS. 11.02 SIGNAGE. 11.03 TOILET PAPER ROLL HOLDER PER ACCESSORY SCHED. 11.04 GRAB BAR. 11.05 COAT HOOK.</p>	<p>12.04 BLEACHERS, NIC. 12.05 SCOREBOARD, NIC. 12.06 SKATE RACKS, NIC.</p> <p>13 - SPECIAL CONSTRUCTION 13.01 MEMBRANE STRUCTURE.</p> <p>14 - CONVEYING EQUIPMENT (NOT USED)</p> <p>21 - FIRE SUPPRESSION 21.01 FIRE EXTINGUISHER. 21.02 FIRE SPRINKLER HORIZ. MAIN (SEE DIAGRAM) 21.03 FIRE SPRINKLER VALVE ASSEMBLY 21.04 FIRE DEPT. MAIN CONNECTION □ FRONT OF PROJECT. LAFD SHALL APPROVE FINAL LOCATION. 21.05 FIRE SPRINKLER HEAD.</p> <p>22 - PLUMBING</p>	<p>22.01 WATER CLOSET PER PLUMBING LEGEND 22.02 LAV. SINK & FAUCET. PER PLUMBING LEGEND 22.03 JANITOR MOP SINK. 22.04 PLUMBING VENT PIPE. 22.05 DRINKING FOUNTAIN. 22.06 ULTRA LOW-FLOW TOILET. 22.07 SHOWER HEAD/ CONTROLS. 22.08 SHOWER DRAIN. 22.09 AREA DRAIN. 22.10 HOSE BIB.</p> <p>23 - HEATING, VENTILATING, AND AIR-CONDITIONING 23.01 HVAC UNIT PER MECH. 23.02 AIR REGISTER WALL MOUNTED. 23.03 CEILING AIR REGISTER. 23.04 MAKE UP AIR LOUVER PER MECH. DWGS</p>	<p>23.05 BATHRM EXHAUST FAN PER SPECS. 23.06 BATHRM EXHAUST DUCT. 23.07 MECH. DUCT. 23.08 MECH. EQUIPMENT.</p> <p>26 - ELECTRICAL 26.01 ELEC. PANEL PER PLANS & SCHED. 26.02 EXTERIOR LIGHT PER SCHED. 26.03 INTERIOR LIGHT PER SCHED.</p> <p>27 - COMMUNICATION</p> <p>28 - ELECTRONIC SAFETY AND SECURITY 28.01 SMOKE ALARM. 28.02 SECURITY CAMERA. 28.03 FIRE ALARM MAIN PANEL.</p> <p>31 - EARTHWORK 31.01 APPROVED COMPACT FILL PER GEO & SOIL ENGINEER REPORT.</p>	<p>32 - EXTERIOR IMPROVEMENTS 32.01 ASPHALT PAVING PER CIVIL DWGS. 32.02 GRAPHICS/PAINT.SEE LAND. DWGS. 32.03 STORMWATER MANAGEMENT PER CIVIL DWGS. 32.04 STL. SECURITY GATE, PTD. 32.05 STL. SECURITY FENCE, PTD. 32.06 EXTERIOR AREA DRAINS. 32.07 BENCH. 32.08 TRENCH DRAIN. 32.09 TREE, SEE LANDSCAPE DWGS. 32.10 PLANTING, SEE LANDSCAPE DWGS. 32.11 (N) CONCRETE SIDEWALK, CURB. 32.12 (N) CONC. APRON & DRIVEWAY CURB CUT PER CITY OF LA STANDARDS. 32.13 EQUIPMENT SCREEN. 32.14 CONC. WALL □ SITE FENCE.</p>	<p>33 - UTILITIES 33.01 WATER METER. 33.02 ELECTRICAL TRANSFORMER W/ BOLLARDS AS REQ'D. 33.03 ELECTRICAL METER. 33.04 POWER POLE.</p>
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ENGINEERING
CITY OF LOS ANGELES

BUREAU OF ENGINEERING
DEPARTMENT OF PUBLIC WORKS

LICENSED ARCHITECT
LAWRENCE SOMPA
C21812
REN 10/31/2023
STATE OF CALIFORNIA

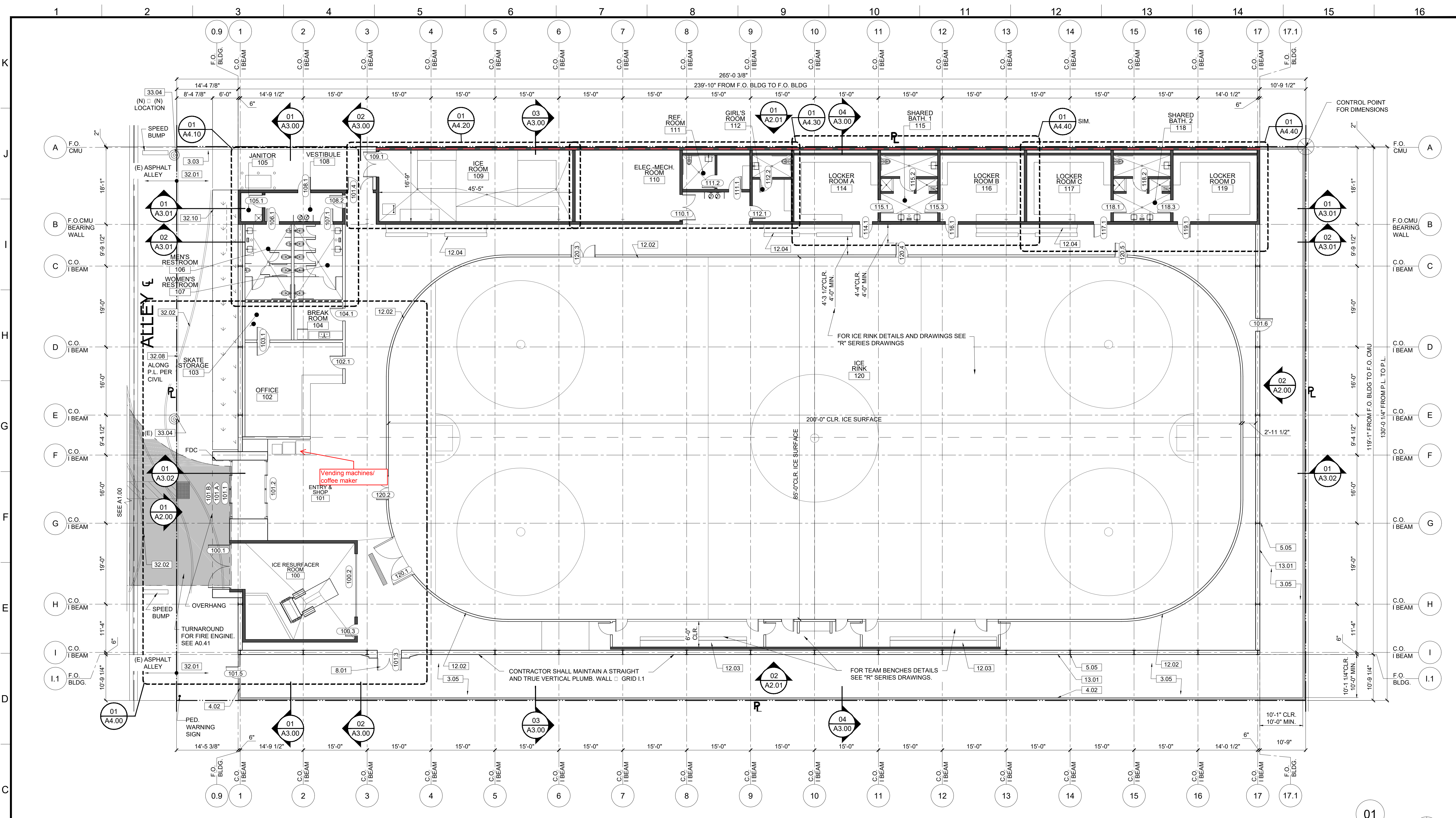
VERTICAL CONTROL:
HORIZONTAL CONTROL:

SHEET TITLE:
PROJECT:
ADDRESS:
CIP NO.
INDEX NO.

CITY ENGINEER: GARY LEE MOORE, P.E., ENV SP
DESIGN GROUP

WORK ORDER NO.
E170121B

SHEET NAME:
A1.00
SHEET X OF X SHEETS



ICE RINK FLOOR PLAN

REF: A0.30, A0.50, A1.00, A1.10A, A1.11, A1.12 SCALE: 3/32" = 1'-0"

- KEYNOTES**
 NOTE: ITEMS IDENTIFIED ARE TYPICAL TO ALL LIKE ITEMS UNLESS NOTED OTHERWISE.
- 01 - GENERAL REQUIREMENTS**
 02 - NOT USED
 - 03 - CONCRETE**
 3.01 CONC. SLAB ON GRADE PER STRUCT'L.
 3.02 CONC. O/MTL. DECK PER STRUCT'L.
 3.03 CONC. CURB
 3.04 CONC. FOOTING PER STRUCT'L.
 3.05 CONC. PAVING PER CIVIL DWGS.
 3.06 CONC. SIDEWALK PER CIVIL DWGS.
 3.07 CONC. PAD
 - 04 - MASONRY**
 4.01 CMU BLDG. WALL
 4.02 CMU SITE WALL W/ 2" CMU CAP.
 - 05 - METALS**
 5.01 STL. COLUMN PER STRUCT'L. PTD.
 5.02 STL. BEAM PER STRUCT'L. PTD.
 5.03 HSS POST PER STRUCT'L. PTD.
 5.04 HSS BEAM PER STRUCT'L. PTD.
 5.05 MEMBRANE STRUCTURE I BEAM.
 5.06 MTL. DECK.
 5.07 MTL. GUARD RAILING.
 5.08 MTL. STUD WALL.
 - 06 - WOOD AND PLASTICS**
 6.01 W.P. MEMBRANE PER DETL. & SPECS.
 6.02 SINGLE PLY PVC ROOFING PER SPECS.
 6.03 R-21 RIGID INSULATION W/ WALLS.
 6.04 UNDERSLAB MOISTURE VAPOR BARRIER.
 6.05 ROOF DRAIN AND OVERFLOW.
 - 07 - THERMAL & MOISTURE PROTECTION**
 7.01 W.P. MEMBRANE PER DETL. & SPECS.
 7.02 SINGLE PLY PVC ROOFING PER SPECS.
 7.03 R-21 RIGID INSULATION W/ WALLS.
 7.04 UNDERSLAB MOISTURE VAPOR BARRIER.
 7.05 ROOF DRAIN AND OVERFLOW.
 - 08 - OPENINGS (SEE DOOR/WINDOW SCHED)**
 8.01 STL. DOOR & FRAME, PAINTED.
 8.02 CLR. ANODIZED ALUM. STOREFRONT DOOR.
 8.03 CLR. ANODIZED ALUM. STOREFRONT WINDOW.
 8.04 CLR. ANODIZED ALUM. STOREFRONT WINDOW.
 8.05 EXTERIOR WALL LOUVER.
 8.06 EXTERIOR WALL VENT WITH CAP.
 8.07 OVERHEAD GLASS DOOR & FRAME.
 8.08 ICE RINK GATES.
 8.09 OVERHEAD GLASS DOOR.
 8.10 ACCESS PANEL, COLOR TO MATCH ADJACENT MATERIAL.
 8.11 ROOF ACCESS HATCH.
 - 09 - FINISHES (SEE FIN. SCHED)**
 9.01 5/8" TYPE 'X' GYP. BD., PROVIDE 'WET RATED' AT BATHROOMS, PAINT, CONC. FLR. SEAL PER FIN. SCHED.
 9.02 RUBBER FLR. PER SPECS.
 9.03 PAINT PER SPECS.
 9.04 REVEAL PER DETAILS.
 9.05 GRAFITTI COATING, TYP. □ ALL EXTERIOR SOLID WALLS.
 9.06 GLAZED FINISH ON CMU.
 9.07 CERAMIC TILE.
 - 10 - SPECIALTIES**
 10.01 MIRROR PER SPECS.
 10.02 SIGNAGE.
 10.03 TOILET PAPER ROLL HOLDER PER ACCESSORY SCHED.
 10.04 GRAB BAR.
 10.05 COAT HOOK.
 - 11 - EQUIPMENT/APPLIANCES (SEE EQMT. SCHED)**
 11.01 BICYCLE RACKS FOR SHORT-TERM BIKE PARKING.
 11.02 DASHBOARD, NIC.
 11.03 BENCH, NIC.
 - 12 - FURNISHINGS**
 12.01 BICYCLE RACKS FOR SHORT-TERM BIKE PARKING.
 12.02 DASHBOARD, NIC.
 12.03 BENCH, NIC.
 - 13 - SPECIAL CONSTRUCTION**
 13.01 MEMBRANE STRUCTURE.
 - 14 - CONVEYING EQUIPMENT (NOT USED)**
 - 21 - FIRE SUPPRESSION**
 21.01 FIRE EXTINGUISHER.
 21.02 FIRE SPRINKLER HORIZ. MAIN (SEE DIAGRAM)
 21.03 FIRE SPRINKLER VALVE ASSEMBLY
 21.04 FIRE DEPT. MAIN CONNECTION □ FRONT OF PROJECT. LAFD SHALL APPROVE FINAL LOCATION.
 21.05 FIRE SPRINKLER HEAD.
 - 22 - PLUMBING**
 22.01 WATER CLOSET PER PLUMBING LEGEND
 22.02 LAV. SINK & FAUCET. PER PLUMBING LEGEND
 22.03 JANITOR MOP SINK.
 22.04 PLUMBING VENT PIPE.
 22.05 DRINKING FOUNTAIN.
 22.06 ULTRA LOW-FLOW TOILET.
 22.07 SHOWER HEAD/CONTROLS.
 22.08 SHOWER DRAIN.
 22.09 AREA DRAIN.
 22.10 HOSE BIB.
 - 23 - HEATING, VENTILATING, AND AIR-CONDITIONING**
 23.01 HVAC UNIT PER MECH.
 23.02 AIR REGISTER WALL MOUNTED.
 23.03 CEILING AIR REGISTER.
 23.04 MAKE UP AIR LOUVER PER MECH. DWGS
 - 25 - BATHRM EXHAUST FAN PER SPECS.**
 25.06 BATHRM EXHAUST DUCT.
 25.07 MECH. DUCT.
 25.08 MECH. EQUIPMENT.
 - 26 - ELECTRICAL**
 26.01 ELEC. PANEL PER PLANS & SCHED.
 26.02 EXTERIOR LIGHT PER SCHED.
 26.03 INTERIOR LIGHT PER SCHED.
 - 27 - COMMUNICATION**
 27.01 ELECTRONIC SAFETY AND SECURITY
 28.01 SMOKE ALARM.
 28.02 SECURITY CAMERA.
 28.03 FIRE ALARM MAIN PANEL.
 - 31 - EARTHWORK**
 31.01 APPROVED COMPACT FILL PER GEO & SOIL ENGINEER REPORT.
 - 32 - EXTERIOR IMPROVEMENTS**
 32.01 ASPHALT PAVING PER CIVIL.
 32.02 GRAPHICS/PAINT.SEE LAND. DWGS.
 32.03 STORMWATER MANAGEMENT PER CIVIL DWGS.
 32.04 STL. SECURITY GATE, PTD.
 32.05 STL. SECURITY FENCE, PTD.
 32.06 EXTERIOR AREA DRAINS.
 32.07 BENCH.
 32.08 TRENCH DRAIN.
 32.09 TREE, SEE LANDSCAPE DWGS.
 32.10 PLANTING, SEE LANDSCAPE DWGS.
 32.11 (N) CONCRETE SIDEWALK, CURB, GUTTER PER CITY OF LA STANDARDS.
 32.12 (N) CONC. APRON & DRIVEWAY CURB CUT PER CITY OF LA STANDARDS.
 32.13 EQUIPMENT SCREEN.
 32.14 CONC. WALL □ SITE FENCE.
 - 33 - UTILITIES**
 33.01 WATER METER.
 33.02 ELECTRICAL TRANSFORMER W/ BOLLARDS AS REQ'D.
 33.03 ELECTRICAL METER.
 33.04 POWER POLE.

ENGINEERING
 CITY OF LOS ANGELES
 Environmental Engineering Division

LICENSED ARCHITECT
 LAWRENCE S. MOORE
 C 21812
 REN. 10/31/2023
 STATE OF CALIFORNIA

DEPARTMENT OF PUBLIC WORKS
 BUREAU OF ENGINEERING

VERTICAL CONTROL: _____
 HORIZONTAL CONTROL: _____

SHEET TITLE: FLOOR PLAN
 PROJECT: RESEDA SKATE FACILITY
 ADDRESS: 18210 SHERMAN WAY, RESEDA CA 91335

CITY ENGINEER: GARY LEE MOORE, P.E., ENV SP
 DESIGN GROUP: _____
 DATE: _____

ENGINEER: _____
 DESIGNED BY: _____
 DRAWN BY: _____
 CHECKED BY: _____
 APPROVED BY: _____

WORK ORDER NO. E170121B

SHEET NAME: A1.10
 SHEET X OF X SHEETS

THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

Orig.. City Attorney m/s 140
 Dup. Risk Manager m/s 625-24
 Trip. Dept. Area Office or Division Head

NON-EMPLOYEE ACCIDENT OR ILLNESS REPORT

Department Reporting

Recreation and Parks

INSTRUCTIONS: All accidents, illnesses, or injuries, no matter how minor, involving non-employees while on City property, must be reported by the City employee or department in proximity. Be complete as possible. The information provided may be needed by the City Attorney in preparing the case if legal action is necessary. Use typewriter or print carefully.

PART I – PERSONAL DATA

1. NAME (OF PERSON INJURED) (LAST) (FIRST) (MIDDLE)		2a. HOME ADDRESS (STREET) (CITY) (ZIP)	3a. PHONE NUMBER
		2b. BUSINESS ADDRESS (STREET) (CITY) (ZIP)	3b. PHONE NUMBER
4. SEX <input type="checkbox"/> M <input type="checkbox"/> F	5. DATE OF BIRTH	6. IF MINOR, NAME OF PARENT OR GUARDIAN	7. PHONE NUMBER

PART II – ACCIDENT/INJURY

8. DATE	9. TIME	10. LOCATION OF PUBLIC PROPERTY INVOLVED	11. WAS FIRST AID GIVEN? <input type="checkbox"/> YES <input type="checkbox"/> NO
12. FIRST AID GIVEN BY (NAME)		(ADDRESS)	(PHONE NUMBER)
13. PHYSICIAN/HOSPITAL INJURED TAKEN TO		(ADDRESS)	(PHONE NUMBER)
14. NATURE OF INJURIES (BE SPECIFIC)			
15. DESCRIBE ACCIDENT (IN DETAIL)			
16. NAME AND POSITION OF PERSON IMMEDIATELY IN CHARGE OF FACILITY		17. WHERE WAS RESPONSIBLE PERSON AT TIME OF ACCIDENT?	

PART III – WITNESSES

18. NAME (LAST) (FIRST) (MIDDLE)	19. ADDRESS (STREET) (CITY) (ZIP)	20. PHONE NUMBER	CITY EMPLOYEE
a.			<input type="checkbox"/> YES <input type="checkbox"/> NO
b.			<input type="checkbox"/> YES <input type="checkbox"/> NO
c.			<input type="checkbox"/> YES <input type="checkbox"/> NO
d.			<input type="checkbox"/> YES <input type="checkbox"/> NO

PART IV – STATEMENT OF INJURED PARTY OR WITNESS

21.

PART V – EMPLOYEE FILING REPORT

22. NAME AND POSITION	23. SIGNATURE	24. DATE
-----------------------	---------------	----------

City of Los Angeles Department of Recreation and Parks
Sponsorship Recognition Policy, Procedures and Guidelines for Recognizing Organizations and
Individuals who Contribute to and/or Support City of Los Angeles Parks and Programs

The mission of the Department of Recreation and Parks (“RAP”) is to enrich the lives of the residents of Los Angeles by providing safe, welcoming parks and recreation facilities and affordable, diverse recreation and human services activities for people of all ages to play, learn, contemplate, build community and be good stewards of our environment.

RAP’s objective is to enhance and expand recreational programs and services through public and private collaborations.

POLICY:

RAP recognizes that there are many opportunities and potential benefits to be gained from RAP collaborations with private and public entities for monetary, in-kind (product and/or services), and capital contributions (collectively referred to herein as “Sponsorships”) benefiting RAP facilities, programs, events, services and/or activities. These contributions often merit some form of recognition to acknowledge and thank the sponsor, donor, and/or contributor (collectively, “Sponsors”) for their contribution to RAP. However, it shall be understood that any transaction between RAP and a private and public entity involving the naming of a park, recreation facility, amenity, landmark or other park asset, in exchange for financial support shall be in accordance with the RAP Naming Policy, which is separate and independent of this Policy.

RAP supports, in principle, public-private relationships that generate financial and/or other types of support for RAP’s mission. Accordingly, the Board of Recreation and Park Commissioners (“Board”) has adopted this Sponsorship Recognition Policy (“Policy”) establishing the criteria and setting forth the guidelines and procedures for thanking, acknowledging, and/or recognizing significant contributions provided to RAP by private and public entities. The intent of this Policy is to establish a mechanism under which RAP may thank, acknowledge and recognize private and public entities who contribute to parks and related programs and services for the primary benefit of the general public. The Board has hereby designated RAP’s General Manager or her or his designee (collectively, “GM”) to implement this Policy.

Pursuant to this Policy, RAP shall have the authority to determine the criteria, requirements, and restrictions under which a proposed form of Sponsorship Recognition shall be evaluated and approved, whether included herein or established in the future. It shall be understood that all forms of Sponsorship Recognition shall be temporary in nature, and that the duration of time that such Sponsorship Recognition shall remain in place and/or be in effect is subject to the prior approval of the Board.

RAP shall identify and solicit potential Sponsors, and evaluate Sponsorship proposals from private and public entities in accordance with this Policy, and if such Sponsorship is approved and implemented, shall recognize such Sponsors for providing monetary and/or in-kind support for RAP parks and recreation facilities, programs and/or services, and grant the authority for the Sponsor to associate its name or function with RAP parks and facilities, programs and services, and/or RAP name, as approved by the Board. RAP may provide Sponsorship Recognition, other than a displayed acknowledgement on RAP property (recognition signage), such as but not limited to, use of the RAP name or logo, association with RAP in communications, media opportunities, event participation, and distribution of information and/or product sample.

GENERAL PROVISIONS:

RAP shall retain complete discretion and authority at all times in determining whether, with whom, where, how, and when contributions shall be accepted, Sponsorships approved, and Sponsorship Recognition provided, subject to the approval of the Board. Sponsorship signage shall comply with all applicable laws.

1. Criteria for Sponsorship Agreements. The following criteria, in its entirety, shall be considered in evaluating sponsorship proposals:
 - a. The Sponsorship must support, and conform to, the Mission of RAP.
 - b. The Sponsorship must provide a direct benefit to the park, facility or amenity.
 - c. Sponsorship benefits may be commensurate with the value of the support offered through the Sponsorship.
2. Sponsorship Considerations. RAP shall consider the following when evaluating a Sponsorship proposal.
 - a. The timeliness, readiness, and requirements associated with a potential Sponsor entering into an agreement with RAP.
 - b. Any current or future RAP operating or maintenance costs associated with the Sponsorship or impacts on other agencies.
 - c. The Sponsor's record of responsibility in past involvement with the City, RAP, and/or community.
 - d. Sponsorships, Sponsorship benefits, and Sponsorship Recognition shall enhance rather than detract from the design standards and visual integrity of the sponsored program, activity or facility.
3. Sponsorship Recognition Requirements and Responsibilities. Subject to prior determination by RAP, Sponsorship Recognition requirements and responsibilities may include, but not be limited to the following:
 - a. RAP shall exercise full control and authority over the form and content of the Sponsorship Recognition, including but not limited to, retaining editorial and design control over signage, publications, the sponsor name, logo and all other graphic materials.
 - b. Prior to the implementation of any form of Sponsorship Recognition portraying any physical or intellectual image incorporating the RAP logo or name, and/or indicating the existence of an affiliation between RAP and the Sponsor, such recognition shall be approved by the Board.
4. Sponsorship Benefits. Sponsor benefits may include, but not be limited to:
 - a. Public exposure of corporate logo through placement on RAP publications (facility brochures and program fliers), RAP website and/or social media, on apparel (for participants and volunteers), or on other materials such as bags, or giveaways.
 - b. Recognition through press and other events, and media mentions.
 - c. Participation in RAP events.
 - d. Distribution of product samples at RAP events and/or facilities.
 - e. The placement of a Sponsor logo on an athletic field or court surface.

- f. Recognition Signage. In addition to the general provisions of this Policy, the following shall be considered when determining the appropriateness of placing Recognition Signage on park property.
 - (i) Recognition Signage may include, but not be limited to, banners, wraps, plaques, placards, dasher boards, or signs.
 - (ii) RAP shall maintain control over the printing, manufacturing, or otherwise fabricating of Recognition Signage to be placed on park property, and shall oversee the installation of all Recognition Signage, which may be accomplished by RAP staff or by a third party acting under RAP's direction and control, whether funded at Contributor's expense or RAP's expense.
 - (iii) Signage in recognition of a Sponsor's furtherance of RAP's mission through contributions in support of RAP programs or activities, and/or improvement of RAP facilities, shall expressly include a phrase confirming that RAP is recognizing, acknowledging, and/or thanking the Sponsor, which text shall be prominently featured, and of a reasonable size proportionate to space and location, and identifying RAP as the entity responsible for the content and placement of the Sponsorship Recognition.
5. Sponsorship and Recognition Restrictions. In general, the following shall be restricted under this Policy:
- a. Sponsorship Restrictions:
 - (i) A company or organization, or subsidiary, that conducts or has business or operational activities substantially derived from or involved with the sale, production, or distribution of alcohol, tobacco, firearms, pornography, or any other business or activities regarded as "adult oriented".
 - (ii) A Sponsorship that could cause a conflict of interest or policy deviation.
 - (iii) A Sponsorship made conditional upon RAP performance with respect to level of public participation or response, event outcome, or objectives achieved.
 - (iv) An individual Sponsor that limits RAP's ability to seek other sponsorship opportunities, unless agreed to by RAP.
 - b. Recognition Signage Restrictions:
 - (i) The placement of individual Recognition Signage shall not limit RAP's ability to seek other Sponsorship opportunities, unless agreed to by RAP.
 - (ii) Billboards shall not be authorized under this Policy for use on park property.
 - (iii) Signs that contain a call to action by a commercial sponsor, for the public or RAP to purchase a good or service, shall not be authorized for use on park property.

SPONSORSHIP RECOGNITION APPROVAL REQUIREMENTS

Prior to any form of Sponsorship Recognition being implemented, sponsorship proposals shall be evaluated by RAP staff, with recommendations to the GM for possible consideration by the Board, which shall be provided in a report detailing the scope of the proposal (sponsorship, donation, cost, funding, duration, etc.) and the terms and conditions of any related Sponsorship Agreement, when applicable.

City of Los Angeles Department of Recreation and Parks
Naming Policy, Procedures and Guidelines for
Parks and Recreational Facilities

The mission of the Department of Recreation and Parks (“RAP”) is to enrich the lives of the residents of Los Angeles by providing safe, welcoming parks and recreational facilities and affordable, diverse recreation and human services activities for people of all ages to play, learn, contemplate, build community and be good stewards of our environment.

One of RAP’s objectives under the Mission is to enhance and expand recreational programs, services, and significant financial support and contributions through public and private collaborations.

Policy:

RAP recognizes that parks and recreational facilities are an essential and integral part of the communities they serve, and that the names of parks and recreational facilities, and park amenities within them, play a significant role in fostering identities in the surrounding communities. This Naming Policy (“Policy”) establishes the criteria and requirements, and sets forth the guidelines and procedures, for the naming and renaming (collectively, “Naming”) of parks, recreational facilities, landmarks and any other assets determined appropriate by RAP (collectively referred to herein as “Park Assets”), which are owned, managed or controlled by RAP.

Pursuant to this Policy, the initial name of a new park or recreational facility, which may be temporary for purposes of administration and accounting, shall be administratively assigned by RAP staff in the traditional manner utilized prior to the establishment of this Policy, based on geographic features such as street and community names or prominent features. In addition, the Naming of existing Park Assets, pursuant to a RAP recommendation relevant to a Naming proposal received from a private or public entity, shall be subject to the approval of the Board of Recreation and Park Commissioners (“Board”), as described herein. In accordance with this Policy and pursuant to RAP recommendations, the Board shall consider the following two types of naming proposals. The first type encompasses situations in which RAP receives or is offered a donation, gift, sponsorship, and/or other contribution from an outside entity that presents a decisive benefit and shows a direct connection to a Park Asset and serves the interests of the City and its residents. This type of Naming proposal would require a Naming Agreement to summarize the terms and conditions necessary to effectuate the financial or other benefits connected to the Naming proposal with a term (time period) recommended by the GM and approved by the Board, depending on the scope or nature of the agreement, and value, visibility, and lifespan of the donation, gift, sponsorship and or other contribution. The second type comprises Naming proposals to use a major historic event and/or unique significance of a specific place or person, as the basis for the proposed Name; again with the requirement that there be compelling and impressive substantiation demonstrating how the interests of City and its residents were served or impacted. The key in both types of Naming proposals is the importance of demonstrating direct connections to the Park Asset and clear community benefits as a foundation for considering any Naming proposal.

For purposes of this Policy, and with the exception of the temporary Naming of new Park Assets, the authority to approve the Naming of existing Park Assets shall be solely with the Board. Any exceptions to this Policy shall be subject to the prior approval of the Board.

Criteria and Guidelines for Evaluating Park Asset Naming Proposals:

For purposes of this Policy, the following shall be considered when evaluating the appropriateness, feasibility, and implementation of Naming proposals:

- The Naming of parks after individuals shall be limited to those who are deceased and have made exceptional contributions to the park or community within which the park is located.
- Parks shall only be named after living persons under circumstances requiring such naming as a condition precedent of a grant deed or covenant.
- The Naming of a park after a major historic event must be based on a direct connection between the park and such event.
- The Naming engenders a positive public image which does not unduly commercialize the park or recreational facility.
- The proposed name for the park or recreational facility, and/or contributor, must be compatible with the Mission of RAP.
- Park Assets that are held by RAP through a lease or use agreement may be considered for Naming under this Policy, subject to any requirements or restrictions contained in such document.
- RAP reserves the right to limit the duration of time a Name will be in place and/or in effect.
- No specialized signage or advertisement containing a commercial message to purchase a good or service shall be authorized for use on park property.
- All forms of signage placed on or within a Park Asset shall meet RAP's graphic and sign standards.
- There shall be no religious symbols included on Naming signage.
- Park Assets not under the operation of RAP (shared or exclusive), although under the ownership or jurisdiction of RAP, shall not be subject to this Policy; such as for example, the Los Angeles Zoo in Griffith Park.
- Parks should not be subdivided for purposes of Naming, unless there are readily-identifiable physical divisions in the park (major roads, waterways, hillsides, etc.) which facilitate or warrant a subdivision; or there exist other compelling reasons for having more than one name connected to a park. This should not prevent independently Naming a recreational facility or amenity located within a park, as long as the selected name will not cause confusion for park patrons.
- RAP shall seek to inform the public with regard to the Naming of a park in their community.
- Any exception to the above shall be subject to the Naming criteria contained herein, and the Board's prior approval.

Procedures:

The Board retains the authority to name or rename Park Assets situated on park property. The following shall be the protocol for evaluating, considering and denying or approving Naming proposals:

1. A written proposal for the Naming of a Park Asset must be initially submitted to the RAP Board Office, to the attention of the Board Secretary. In accordance with this Policy, the Board Office shall forward the proposal to the RAP General Manager (“GM”) for consideration.
2. Prior to any form of Naming Policy being implemented, sponsorship proposals shall be evaluated by RAP staff, with recommendations to the GM for possible consideration.

CITY OF LOS ANGELES
 DEPARTMENT OF RECREATION AND PARKS
 Attn: Concessions Unit
 P.O. Box 86328

Los Angeles, CA 90086

MONTHLY REPORT
 JV Ice Reseda, LLC

PERIOD COVERED: From: _____ To: _____

MANAGEMENT FEE	ANNUAL SALARY	GENERAL ADMIN EXPENSES	MONTHLY FEE
EXECUTIVE DIRECTOR	_____	_____	_____
[INSERT JOB TITLE]	_____	_____	_____
[INSERT JOB TITLE]	_____	_____	_____
[INSERT JOB TITLE]	_____	_____	_____
A. TOTAL POSITION AND ADMIN EXPENSES:			_____
B. OPERATOR'S FEE			_____
TOTAL ANNUAL FEE (A+B)			_____
			\$ -

NON-EVENT SERVICES	INVOICE AMOUNT
List non-event services and cost. Attach vendor invoice.	_____
SUB-TOTAL NON-EVENT SERVICES AMOUNT OWED:	\$ -

CATEGORY (1)	GROSS SALES	REVENUE SHARING FEE	AMOUNT DUE
SPONSORSHIP:	_____	XX%	#VALUE!
CONCESSIONS:	_____	XX%	#VALUE!
VENDING:	_____	XX%	#VALUE!
SUB-TOTAL REVENUE SHARING FEE DUE:			#VALUE!

EVENT SERVICES REVENUE AND COST (2):	REVENUE	COST	NET REVENUE TO DEPARTMENT
List event name and date	_____	_____	_____
List event name and date	_____	_____	_____
List event name and date	_____	_____	_____
SUB-TOTAL EVENT SERVICES REVENUE DUE:			\$ -

LATE RENT FEE:	All payments are due by the 15th for the previous month.	\$ -
OCCUPANCY TAX:	Paid Quarterly (April / July / October / January) for preceeding three months at \$1.48 per \$1,000 or fraction thereof of rent paid)	\$ -
LATE OCCUPANCY TAX FEE:	Occupancy Tax payments are due quarterly by the 15th of April, July, October, January for the preceding three (3) months.	\$ -
SUB-TOTAL (OWED)/DUE:		#VALUE!

ADJUSTMENTS*:	Explain:	_____	_____
		_____	_____
		_____	\$ -
TOTAL AMOUNT (OWED)/DUE:			#VALUE!

Notes:
 (1) Attach agreements supporting gross receipts for each item in this category.
 (2) Attach executed rental agreement as appropriate to support revenue and cost.

I hereby certify that this is a true and correct record of the period stated above:

Signature: _____ Date: _____

**SCHEDULE A
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS INFORMATION FORM**

(NOTE: COPY THIS PAGE AND ADD ADDITIONAL SHEETS AS NECESSARY, SIGN ALL SHEETS)

Project Title

Proposer	Address
Contact Person	Phone/Fax

LIST OF ALL SUBCONSULTANTS (SERVICE PROVIDERS/SUPPLIERS/ETC.)				
NAME, ADDRESS, TELEPHONE NO. OF SUBCONSULTANT	DESCRIPTION OF WORK OR SUPPLY	MBE/WBE/SBE/EBE/DVBE/OBE	CALTRANS/CITY/MTA CERT. NO.	DOLLAR VALUE OF SUBCONTRACT

PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION		
	DOLLARS	PERCENT
TOTAL MBE AMOUNT	\$	%
TOTAL WBE AMOUNT	\$	%
TOTAL SBE AMOUNT	\$	%
TOTAL EBE AMOUNT	\$	%
TOTAL DVBE AMOUNT	\$	%
TOTAL OBE AMOUNT	\$	%
BASE BID AMOUNT	\$	

Signature of Person Completing this Form

Printed Name of Person Completing this Form

Title

Date

MUST BE SUBMITTED WITH PROPOSAL

**SCHEDULE B
CITY OF LOS ANGELES
MBE/WBE/SBE/EBE/DVBE/OBE UTILIZATION PROFILE**

Project Title	Contract No.
----------------------	---------------------

Consultant	Address
Contact Person	Phone/Fax

CONTRACT AMOUNT (INCLUDING AMENDMENTS)	THIS INVOICE AMOUNT	INVOICED TO DATE AMOUNT (INCLUDE THIS INVOICE)

MBE/WBE/SBE/EBE/DVBE/OBE SUBCONTRACTORS (LIST ALL SUBS)					
NAME OF SUBCONTRACTOR	MBE/WBE/ SBE/EBE/ DVBE/OBE	ORIGINAL SUBCONTRACT AMOUNT	THIS INVOICE (AMOUNT NOW DUE)	INVOICED TO DATE (INCLUDE THIS INVOICE)	SCHEDULED PARTICIPATION TO DATE

CURRENT PERCENTAGE OF MBE/WBE/SBE/EBE/DVBE/OBE PARTICIPATION TO DATE			Signature of Person Completing this Form:	
	DOLLARS	PERCENT		
TOTAL MBE PARTICIPATION	\$	%		
TOTAL WBE PARTICIPATION	\$	%	Printed Name of Person Completing this Form:	
TOTAL SBE PARTICIPATION	\$	%		
TOTAL EBE PARTICIPATON	\$	%	Title:	Date:
TOTAL DVBE PARTICIPATION	\$	%		
TOTAL OBE PARTICIPATION	\$	%		

**SCHEDULE C
CITY OF LOS ANGELES
FINAL SUBCONTRACTING REPORT**

Project Title		Contract No.
Company Name	Address	
Contact Person		Phone

Name, Address, Telephone No. of all Subconsultants Listed on Schedule B	Description of Work or Supply	MBE/WBE/SBE/EBE/DVBE/OBE	Original Dollar Value of Subcontract	Actual Dollar Value of Subcontract*

* If the actual dollar value differs from the original dollar value, explain the differences and give details.

	Total Dollars	Achieved Levels	Pledged Levels		Total Dollars	Achieved Levels	Pledged Levels
MBE Participation				WBE Participation			
SBE Participation				EBE Participation			
DVBE Participation				OBE Participation			

Signature of Person Completing this Form _____ Printed Name _____ Title _____ Date _____

SUBMIT WITHIN 15 DAYS OF PROJECT COMPLETION



City Ethics Commission
 200 N Spring Street
 City Hall — 24th Floor
 Los Angeles, CA 90012
 Mail Stop 129
 (213) 978-1960

Bidder Certification

CEC Form 50

Bid/Contract Number:	Department:
-----------------------------	--------------------

Name of Bidder:	Phone:
------------------------	---------------

Address:

Email:

CERTIFICATION

I certify the following on my own behalf or on behalf of the entity named above, which I am authorized to represent:

- A. I am a person or entity that is applying for a contract with the City of Los Angeles.
- B. The contract for which I am applying is an agreement for one of the following:
 - 1. The performance of work or service to the City or the public;
 - 2. The provision of goods, equipment, materials, or supplies;
 - 3. Receipt of a grant of City financial assistance for economic development or job growth, as further described in Los Angeles Administrative Code § 10.40.1(h) [see reverse]; or
 - 4. A public lease or license of City property where both of the following apply, as further described in Los Angeles Administrative Code § 10.37.1(i) [see reverse]:
 - a. I provide services on the City property through employees, sublessees, sublicensees, contractors, or subcontractors, and those services:
 - i. Are provided on premises that are visited frequently by substantial numbers of the public; or
 - ii. Could be provided by City employees if the awarding authority had the resources; or
 - iii. Further the proprietary interests of the City, as determined in writing by the awarding authority.
 - b. I am not eligible for exemption from the City’s living wage ordinance, as eligibility is described in Los Angeles Administrative Code § 10.37(i)(b).
- C. The value and duration of the contract for which I am applying is one of the following:
 - 1. For goods or services contracts—a value of more than \$25,000 and a term of at least three months;
 - 2. For financial assistance contracts—a value of at least \$100,000 and a term of any duration; or
 - 3. For construction contracts, public leases, or licenses—any value and duration.
- D. I acknowledge and agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if I qualify as a lobbying entity under Los Angeles Municipal Code § 48.02.

Date: _____ Signature: _____

Name: _____

Title: _____

Under Los Angeles Municipal Code § 48.09(H), this form must be submitted to the awarding authority with your bid or proposal on the contract noted above.

Los Angeles Administrative Code § 10.40.1(h)

- (h) "City Financial Assistance Recipient" means any person who receives from the City discrete financial assistance in the amount of One Hundred Thousand Dollars (\$100,000.00) or more for economic development or job growth expressly articulated and identified by the City, as contrasted with generalized financial assistance such as through tax legislation.

Categories of such assistance shall include, but are not limited to, bond financing, planning assistance, tax increment financing exclusively by the City, and tax credits, and shall not include assistance provided by the Community Development Bank. City staff assistance shall not be regarded as financial assistance for purposes of this article. A loan shall not be regarded as financial assistance. The forgiveness of a loan shall be regarded as financial assistance. A loan shall be regarded as financial assistance to the extent of any differential between the amount of the loan and the present value of the payments thereunder, discounted over the life of the loan by the applicable federal rate as used in 26 U.S.C. Sections 1274(d), 7872(f). A recipient shall not be deemed to include lessees and sublessees.

Los Angeles Administrative Code § 10.37.1(i)

- (i) "Public lease or license".
- (a) Except as provided in (i)(b), "Public lease or license" means a lease or license of City property on which services are rendered by employees of the public lessee or licensee or sublessee or sublicensee, or of a contractor or subcontractor, but only where any of the following applies:
- (1) The services are rendered on premises at least a portion of which is visited by substantial numbers of the public on a frequent basis (including, but not limited to, airport passenger terminals, parking lots, golf courses, recreational facilities); or
 - (2) Any of the services could feasibly be performed by City employees if the awarding authority had the requisite financial and staffing resources; or
 - (3) The DAA has determined in writing that coverage would further the proprietary interests of the City.
- (b) A public lessee or licensee will be exempt from the requirements of this article subject to the following limitations:
- (1) The lessee or licensee has annual gross revenues of less than the annual gross revenue threshold, three hundred fifty thousand dollars (\$350,000), from business conducted on City property;
 - (2) The lessee or licensee employs no more than seven (7) people total in the company on and off City property;
 - (3) To qualify for this exemption, the lessee or licensee must provide proof of its gross revenues and number of people it employs in the company's entire workforce to the awarding authority as required by regulation;
 - (4) Whether annual gross revenues are less than three hundred fifty thousand dollars (\$350,000) shall be determined based on the gross revenues for the last tax year prior to application or such other period as may be established by regulation;
 - (5) The annual gross revenue threshold shall be adjusted annually at the same rate and at the same time as the living wage is adjusted under section 10.37.2 (a);
 - (6) A lessee or licensee shall be deemed to employ no more than seven (7) people if the company's entire workforce worked an average of no more than one thousand two-hundred fourteen (1,214) hours per month for at least three-fourths (3/4) of the time period that the revenue limitation is measured;
 - (7) Public leases and licenses shall be deemed to include public subleases and sublicenses;
 - (8) If a public lease or license has a term of more than two (2) years, the exemption granted pursuant to this section shall expire after two (2) years but shall be renewable in two-year increments upon meeting the requirements therefor at the time of the renewal application or such period established by regulation.

Exhibit L
of
Agreement

Annual Management Fee Detail
(Place Holder)

SPECIAL OCCURRENCE AND LOSS REPORT

REPORT NUMBER

SEE INSTRUCTIONS ON PAGE 2

1 NAME OF FACILITY					DATE OF OCCURRENCE	TIME	A.M.	P.M.
2 SUBJECT OF REPORT								
3 EXACT LOCATION OF OCCURRENCE								
4 DESCRIBE WHAT HAPPENED ESTIMATE PROPERTY DAMAGE, IF ANY								
5								ESTIMATE OF DAMAGES
6 LIST STOLEN ITEMS, IF ANY, (EXCEPT CASH)								
QUANTITY	TYPE OF ITEM OR EQUIPMENT, DESCRIBE				DEPT NO	SERIAL NO	APPROX VALUE	
7								TOTAL
								\$0.00
8 IF MONEY WAS TAKEN INDICATE AMOUNT AND WHERE KEPT AT TIME OF THEFT CALL CHIEF FINANCIAL OFFICER AT (213) 202-4380 LOCATION								AMOUNT
9 TOTAL LOSSES (TOTAL OF LINES 5, 7 AND 8)								TOTAL
								\$0.00
10 WHO DISCOVERED LOSS? NAME			TITLE	DATE	TIME	A.M.	P.M.	
11 HOW WAS ENTRANCE GAINED?								
12 WHO SECURED BLDG PRIOR TO OCCURRENCE? NAME			TITLE	DATE	TIME	A.M.	P.M.	
13 WAS POLICE REPORT MADE? <input type="checkbox"/> YES <input type="checkbox"/> NO D.R. NUMBER								
14 HAS A WORK ORDER BEEN INITIATED FOR REPAIRS? <input type="checkbox"/> YES <input type="checkbox"/> NO WORK ORDER								
15 PERSONS INVOLVED <input type="checkbox"/> WITNESS <input type="checkbox"/> VICTIM <input type="checkbox"/> SUSPECT								
NAME	ADDRESS				AGE	SEX	PHONE NUMBER	INDICATE
								<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
								<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
								<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
								<input type="checkbox"/> W <input type="checkbox"/> V <input type="checkbox"/> S
16 IF VEHICLE INVOLVED YEAR MAKE			LICENSE NO	OWNERS NAME, ADDRESS AND INSURANCE CO				
17 GIVE ANY REMEDIAL MEASURES / CORRECTIVE ACTIONS THAT WERE TAKEN, IF ANY								
18. REPORT SUBMITTED BY:			NAME	TITLE	DATE			

COMMENTS

INSTRUCTIONS: This report must be made out in reporting any damage to, theft or loss of, private or public property or any other reportable incident occurring at any department facility and report to any member of the staff. This report to be filled out and distributed within 24 hours of incident. This form is NOT to be used for injury, accident or illness to City Employees or Non-City employees. Use general forms numbers 5020 or 87 for these purposes.

If cash is taken call Chief Financial Officer at (213) 202-4380 as soon as possible.

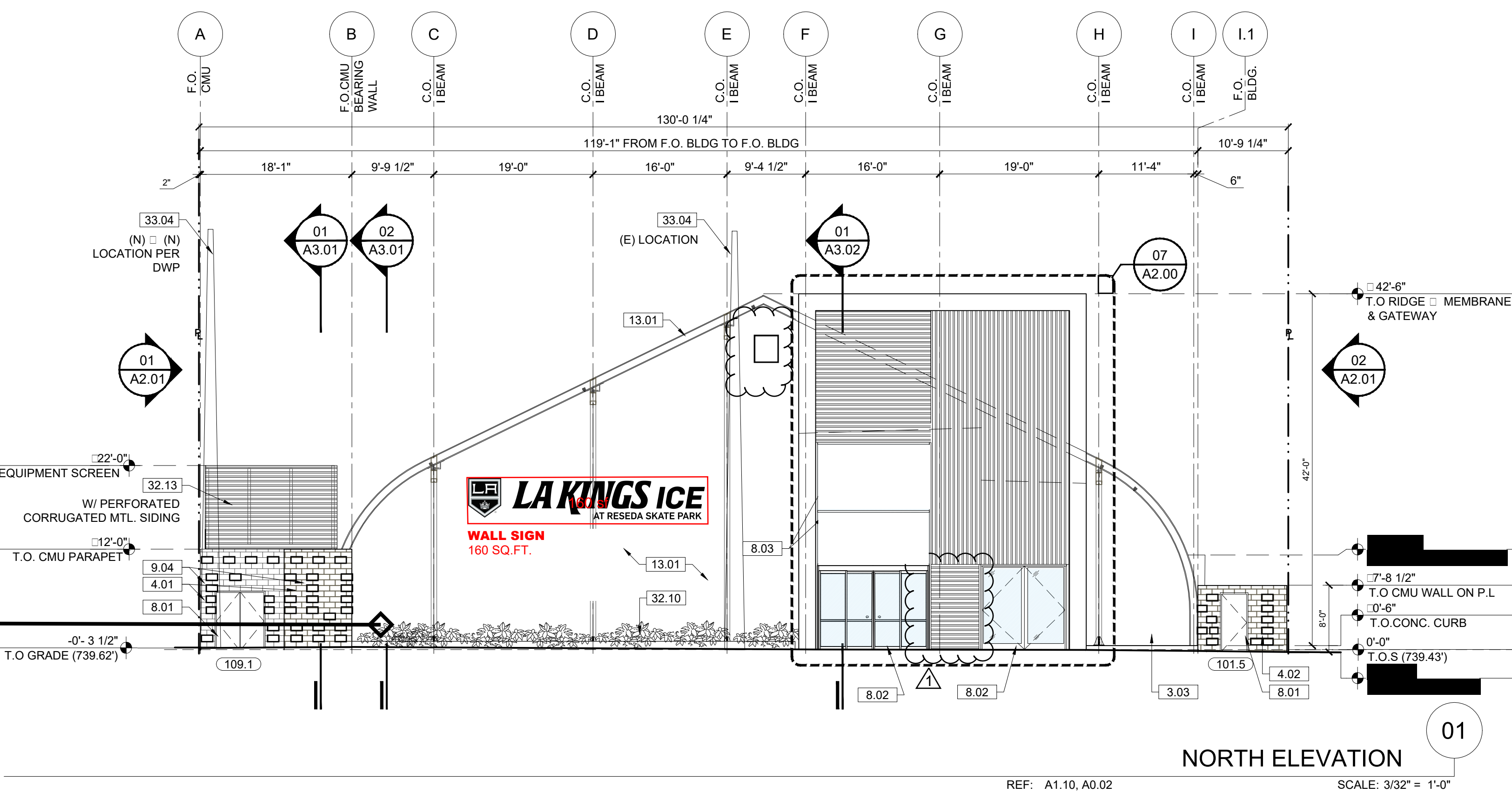
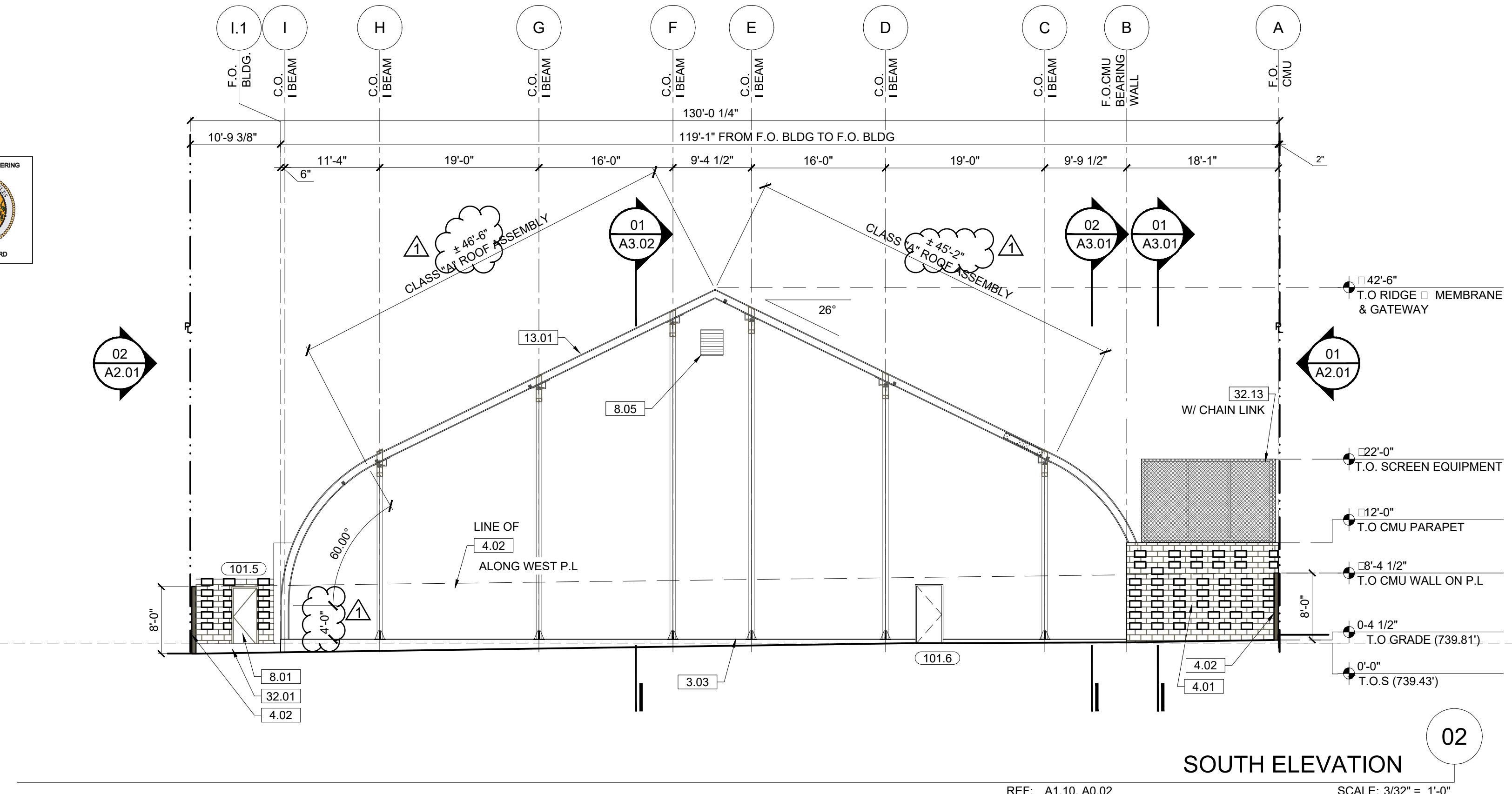
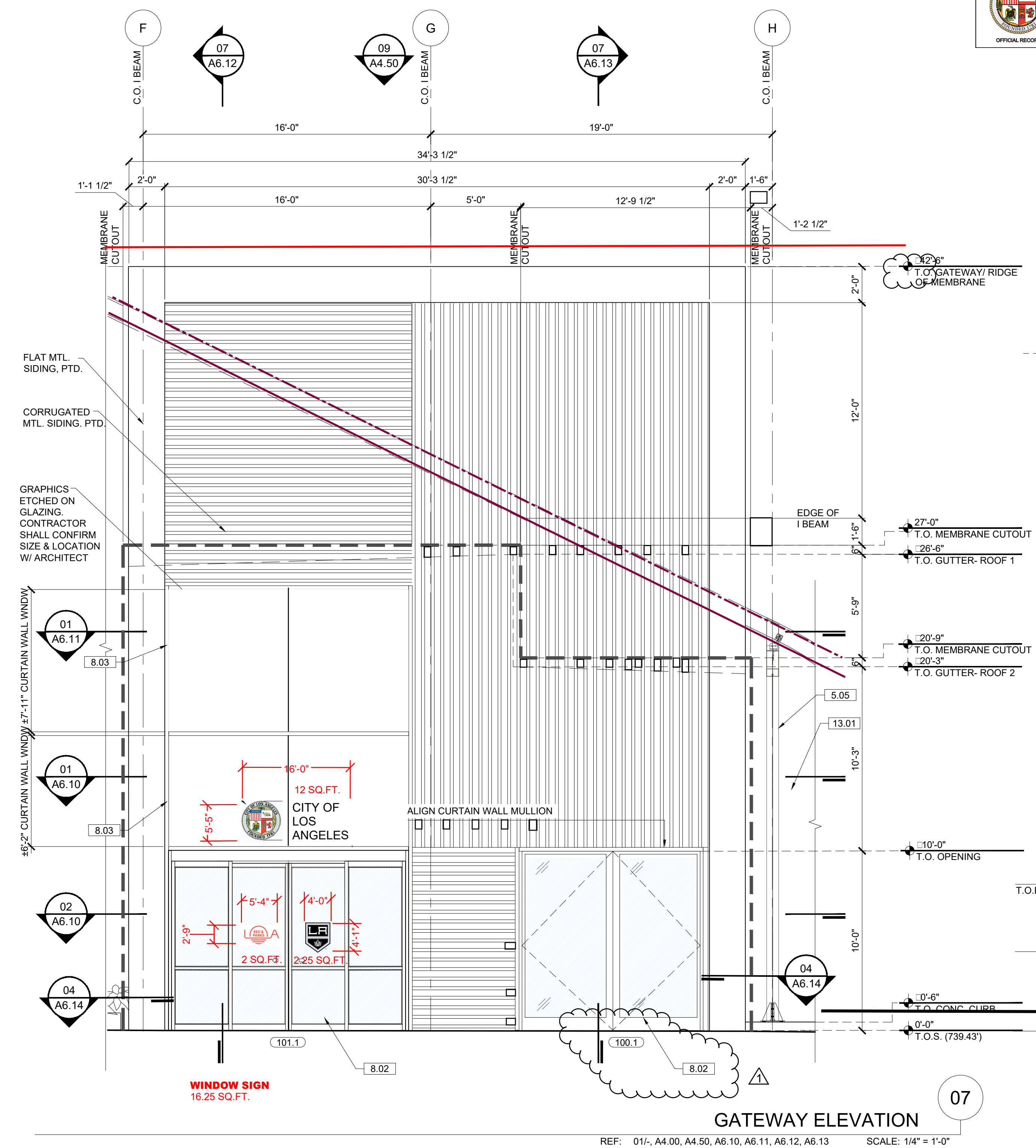
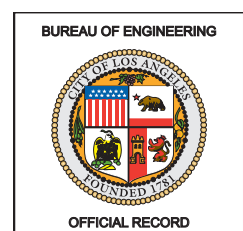
FILL OUT FORM AS COMPLETE AS POSSIBLE USING THE

1. Name of recreation center, park etc. date and time (if known) incident occurred.
2. Subject of report may be vandalism, theft, fire, defacing public property, indecent exposure, etc.
3. Exact location of incident at facility i.e. gym, boys restroom, merry-go-round, ball diamond, etc.
4. Describe incident, give details. Use other side of form if necessary.
5. Estimate property damage, if any, incurred as a result of the described incident.
6. List stolen or lost items. Give identifying numbers and approximate replacement cost.
7. Total cost of stolen or lost items.
8. If cash taken, state amount and location. i.e. \$10.00 from coke machine, \$50.00 from safe, etc.
9. Total losses. Add up the amounts from 5,7, and 8
10. Name and title of person discovering the loss. Give date and time discovered.
11. Describe how bldg. was entered, i.e. unauthorized key, kitchen window, forced open office door, etc.
12. Name and title of person locking up premises before incident occurred. Give date and time secured.
13. When reporting incident to police, request that reporting officer call his station and obtain a D.R. number. Enter this number on line no. 13
14. If repairs are needed, initiate job order through channels and record Work Order number on line no. 14.
15. Obtain requested information on any persons involved. Be as complete as possible.
16. Give requested information on any city or non-city-owned vehicle involved in the purpose of this report.
17. Give any recommendations for corrective actions that should be taken to avoid further incidents.
18. Name and title of person making this report. Date report made out.

RESEDA ICE RINK
PROPOSED SIGNAGE PACKAGE
(GRAPHICS ATTACHED ON PAGES 2 AND 3)

NOTE: The following criteria apply to the signage for this facility: all signs cannot exceed 163 square feet, the monument sign cannot exceed 57 square feet, and the window sign cannot exceed 180 square feet, for a total combined area no more than 400 square feet.

NOTE: TOP OF GATEWAY SHALL MATCH THE RIDGE OF MEMBRANE STRUCTURE. CONTRACTOR SHALL ALERT THE ARCHITECT IF THE HEIGHT OF THE MEMBRANE STRUCTURE NEEDS TO BE DIFFERENT THAN WHAT IS SHOWN ON THE PLANS AND COORDINATE ADJUSTMENTS NEEDED ON THE HEIGHT OF THE GATEWAY/CUTOUT OF MEMBRANE STRUCTURE FOR THE GATEWAY.



REVISION DATES (DESIGN STAGE ONLY)

THE CITY OF LOS ANGELES OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN SHEET.

ENGINEERING
 CITY OF LOS ANGELES

LICENSED ARCHITECT
 LAWRENCE SCARPA
 C21812
 REN. 10/31/2023
 STATE OF CALIFORNIA

BUREAU OF ENGINEERING

DEPARTMENT OF PUBLIC WORKS

CITY OF LOS ANGELES
 GARY LEE MOORE, P.E., ENV SP
 DESIGN GROUP

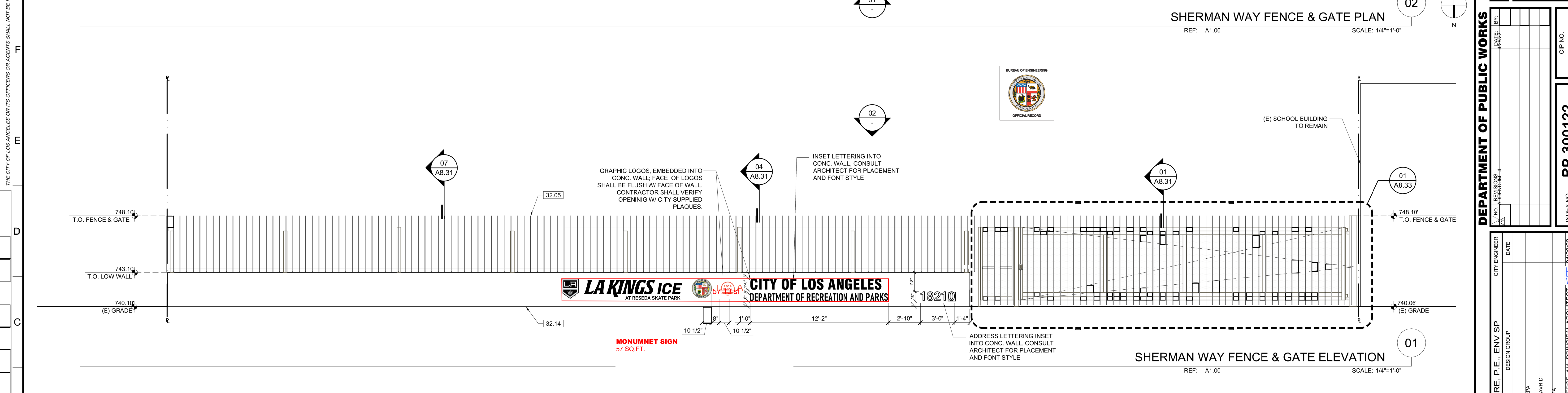
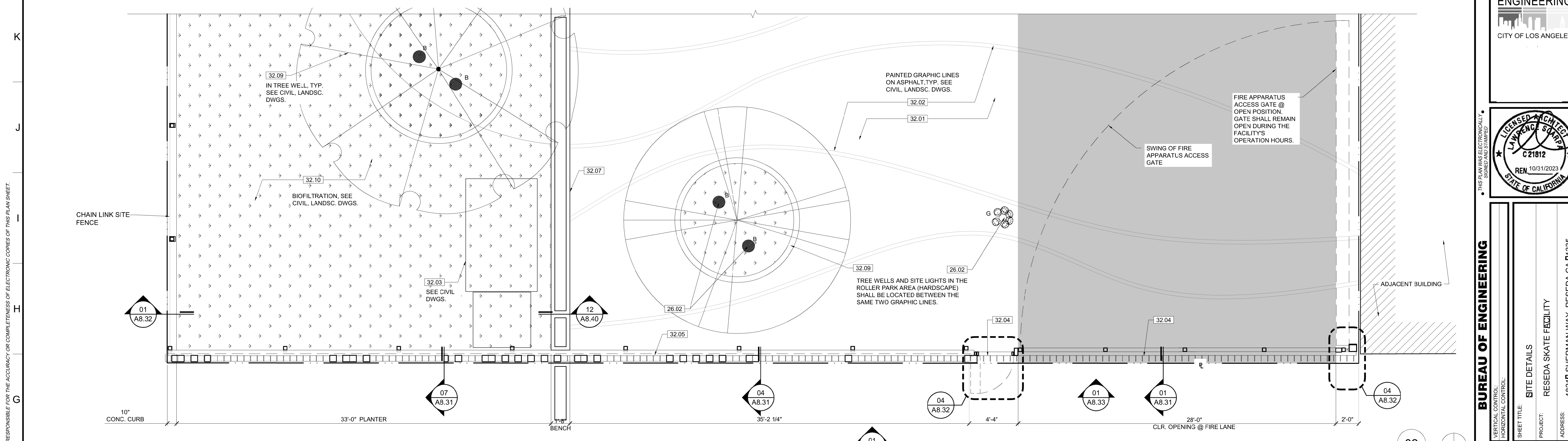
ENGINEER: LARRY SCARPA
 DESIGNED BY: LARRY SCARPA
 DRAWN BY: ELETHERIA STARDI
 CHECKED BY: LARRY SCARPA
 APPROVED BY: STEVEN PIERCE, AIA, PRINCIPAL ARCHITECT 04/28/22

DATE: 4/28/22
 BY: []
 ADDENDUM: 4

INDEX NO. **RP-300122**
 CIP NO. []

WORK ORDER NO. **E170121B**

SHEET NAME **A2.00**
 SHEET 46 OF 230 SHEETS



- KEYNOTES**
- NOTE: ITEMS IDENTIFIED ARE TYPICAL TO ALL LIKE ITEMS UNLESS NOTED OTHERWISE.
- 01 - GENERAL REQUIREMENTS**
 - 02 - NOT USED
 - 03 - CONCRETE**
 - 3.01 CONC. SLAB ON GRADE PER STRUCT'L.
 - 3.02 CONC. O.MTL. DECK PER STRUCT'L.
 - 3.03 CONC. CURB
 - 3.04 CONC. FOOTING PER STRUCT'L.
 - 3.05 CONC. PAVING PER CIVIL DWGS.
 - 3.06 CONC. SIDEWALK PER CIVIL DWGS.
 - 3.07 CONC. PAD
 - 04 - MASONRY**
 - 4.01 CMU BLDNG. WALL
 - 4.02 CMU SITE WALL W/ 2" CMU CAP.
 - 05 - METALS**
 - 5.01 STL. COLUMN PER STRUCT'L. PTD.
 - 5.02 STL. BEAM PER STRUCT'L. PTD.
 - 5.03 HSS POST PER STRUCT'L. PTD.
 - 5.04 HSS BEAM PER STRUCT'L. PTD.
 - 5.05 MEMBRANE STRUCTURE I BEAM.
 - 5.06 MTL. DECK.
 - 5.07 MTL. GUARD RAILING.
 - 5.08 MTL. STUD WALL.
 - 06 - WOOD AND PLASTICS**
 - 07 - THERMAL & MOISTURE PROTECTION**
 - 7.01 W.P. MEMBRANE PER DET'L. & SPECS.
 - 7.02 SINGLE PLY PVC ROOFING PER SPECS.
 - 7.03 R-21 RIGID INSULATION @ WALLS.
 - 7.04 UNDERSLAB MOISTURE VAPOR BARRIER.
 - 7.05 ROOF DRAIN AND OVERFLOW.
 - 08 - OPENINGS (SEE DOOR/WINDOW SCHED)**
 - 8.01 STL. DOOR & FRAME, PAINTED.
 - 8.02 CLR. ANODIZED ALUM. STOREFRONT DOOR.
 - 8.03 CLR. ANODIZED ALUM. STOREFRONT WINDOW.
 - 8.04 DOOR HARDWARE SET PER SCHED.
 - 8.05 EXTERIOR WALL LOUVER.
 - 8.06 EXTERIOR WALL VENT WITH CAP.
 - 8.07 ROLLING STL. DOOR & FRAME.
 - 8.08 ICE RINK GATES
 - 8.09 OVER-HEAD GLASS DOOR.
 - 8.10 ACCESS PANEL, COLOR TO MATCH ADJACENT MATERIAL.
 - 8.11 ROOF ACCESS HATCH.
 - 09 - FINISHES (SEE FIN. SCHED)**
 - 9.01 5/8" TYPE 'X' GYP. BD., PROVIDE 'WET RATED' AT BATHROOMS, PAINT CONC. FLR. SEAL PER FIN. SCHED.
 - 9.02 RUBBER FLR. PER SPECS.
 - 9.03 PAINT PER SPECS.
 - 9.04 REVEAL PER DETAILS.
 - 9.05 GRAFITTI COATING, TYP. @ ALL EXTERIOR SOLID WALLS.
 - 9.07 GLAZED FINISH ON CMU.
 - 9.08 CERAMIC TILE.
 - 10 - SPECIALTIES**
 - 10.01 MIRROR PER SPECS.
 - 10.02 SIGNAGE.
 - 10.03 TOILET PAPER ROLL HOLDER PER ACCESSORY SCHED.
 - 10.04 GRAB BAR.
 - 10.05 COAT HOOK.
 - 11 - EQUIPMENT/APPLIANCES (SEE EQMT. SCHED)**
 - 12 - FURNISHINGS**
 - 12.01 BICYCLE RACKS FOR SHORT-TERM BIKE PARKING
 - 12.02 DASHBOARD.
 - 12.03 BENCH
 - 13 - SPECIAL CONSTRUCTION**
 - 13.01 MEMBRANE STRUCTURE.
 - 14 - CONVEYING EQUIPMENT (NOT USED)**
 - 21 - FIRE SUPPRESSION**
 - 21.01 FIRE EXTINGUISHER.
 - 21.02 FIRE SPRINKLER HORIZ. MAIN (SEE DIAGRAM)
 - 21.03 FIRE SPRINKLER VALVE ASSEMBLY
 - 21.04 FIRE DEPT. MAIN CONNECTION @ FRONT OF PROJECT. LAFD SHALL APPROVE FINAL LOCATION.
 - 21.05 FIRE SPRINKLER HEAD.
 - 22 - PLUMBING**
 - 23 - HEATING, VENTILATING, AND AIR-CONDITIONING**
 - 23.01 HVAC UNIT PER MECH.
 - 23.02 AIR REGISTER WALL MOUNTED.
 - 23.03 CEILING AIR REGISTER.
 - 23.04 MAKE UP AIR LOUVER PER MECH. DWGS.
 - 26 - ELECTRICAL**
 - 26.01 ELEC. PANEL PER PLANS & SCHED.
 - 26.02 EXTERIOR LIGHT PER SCHED.
 - 26.03 EXTERIOR LIGHT PER SCHED.
 - 27 - COMMUNICATION**
 - 28 - ELECTRONIC SAFETY AND SECURITY**
 - 28.01 SMOKE ALARM.
 - 28.02 SECURITY CAMERA.
 - 28.03 FIRE ALARM MAIN PANEL.
 - 31 - EARTHWORK**
 - 31.01 APPROVED COMPACT FILL PER GEO & SOIL ENGINEER REPORT.
 - 32 - EXTERIOR IMPROVEMENTS**
 - 32.01 ASPHALT PAVING PER CIVIL DWGS.
 - 32.02 GRAPHICS/PAINT SEE LAND. DWGS.
 - 32.03 STORMWATER MANAGEMENT PER CIVIL DWGS.
 - 32.04 STL. SECURITY GATE, PTD.
 - 32.05 STL. SECURITY FENCE, PTD.
 - 32.06 EXTERIOR AREA DRAINS.
 - 32.07 BENCH.
 - 32.08 TRENCH DRAIN.
 - 32.09 TREE, SEE LANDSCAPE DWGS.
 - 32.10 PLANTING, SEE LANDSCAPE DWGS.
 - 32.11 (N) CONCRETE SIDEWALK, CURB, GUTTER PER CITY OF LA STANDARDS.
 - 32.12 (N) CONC. APRON & DRIVEWAY CURB CUT PER CITY OF LA STANDARDS.
 - 32.13 EQUIPMENT SCREEN.
 - 32.14 CONC. WALL @ SITE FENCE.
 - 33 - UTILITIES**
 - 33.01 WATER METER.
 - 33.02 ELECTRICAL TRANSFORMER W/ BOLLARDS AS REQ'D.
 - 33.03 ELECTRICAL METER.
 - 33.04 POWER POLE.

ENGINEERING
CITY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

BUREAU OF ENGINEERING

VERTICAL CONTROL:
HORIZONTAL CONTROL:
SHEET TITLE:
PROJECT:
ADDRESS:

SITE DETAILS
RESEDA SKATE FACILITY
18210 SHERMAN WAY, RESEDA CA 91335

DATE: 2/28/22
BY: GARY LEE MOORE, P.E., ENV SP
DESIGN GROUP: LARRY SCARPA
ENGINEER: LARRY SCARPA
DESIGNED BY: LARRY SCARPA
DRAWN BY: ELEUTHERIA STAVRIDOU
CHECKED BY: LARRY SCARPA
APPROVED BY: STEVEN FIERCE, AIA, PRINCIPAL ARCHITECT SET 04/28/22

INDEX NO. RP-300122
CIP NO.

WORK ORDER NO. E170121B
SHEET NAME A8.30
SHEET 91 OF 230 SHEETS

THIS PLAN WAS ELECTRONICALLY SIGNED AND STAMPED

LICENSED ARCHITECT
LARRY SCARPA
C 21812
REN 10/31/2023
STATE OF CALIFORNIA

EXHIBIT O

OPERATOR CONFIDENTIAL INFORMATION

1. RAP, CITY and OPERATOR have an interest in protecting, to the greatest extent permissible by law, OPERATOR's confidential proprietary and confidential trade secret information and therefore agree as follows.
2. **"CONFIDENTIAL INFORMATION"** of OPERATOR means information that is confidential, proprietary, or a "trade secret," as defined in subdivision (d) of Section 3426.1 of the California Civil Code, or paragraph (9) of subdivision (a) of Section 499c of the California Penal Code, and includes but is not limited to the OPERATOR's business plans, methods and practices; (b) personnel, customers and suppliers; (c) inventions, processes, methods, products, patent, copyright and trademark applications, and other proprietary rights; and/or (d) specifications, drawings, sketches, models, samples, tools, computer programs, technical information, or other related information.
3. When OPERATOR informs RAP and/or CITY in writing that information disclosed is CONFIDENTIAL INFORMATION, RAP and CITY shall, during the TERM of the AGREEMENT for a period of three (3) years from the date of termination of end of the TERM of the AGREEMENT, refrain from disclosing the CONFIDENTIAL INFORMATION to any third party without prior written approval from the OPERATOR and shall protect the CONFIDENTIAL INFORMATION from inadvertent disclosure to a third party using the same care and diligence that RAP and CITY use to protect its own proprietary and confidential information, but in no case less than reasonable care. RAP and CITY shall ensure that each of its employees, officers, directors, or agents who has access to CONFIDENTIAL INFORMATION disclosed under the AGREEMENT is informed of its proprietary and confidential nature and is required to abide by the terms of the AGREEMENT. Written information that is not designated, marked or stamped as "Confidential Information" and oral or visual information that is not designated or disclosed in writing to be "Confidential Information" shall not be considered to be protected or covered by the terms of the AGREEMENT. Further, the mere fact that information is marked, stamped or otherwise disclosed as "Confidential Information" by OPERATOR shall not be determinative of whether that information meets the definition of CONFIDENTIAL INFORMATION in SECTION 2, above.
4. All CONFIDENTIAL INFORMATION disclosed under the AGREEMENT shall be and remain the property of the OPERATOR and nothing contained in the AGREEMENT shall be construed as granting or conferring any rights to such CONFIDENTIAL INFORMATION on RAP or CITY. RAP and CITY shall honor any written request from OPERATOR to promptly return or destroy all copies of CONFIDENTIAL INFORMATION disclosed under the AGREEMENT and all notes related to the CONFIDENTIAL INFORMATION to the extent permissible under the law.
5. OPERATOR understands and agrees that RAP and CITY are subject to records retention requirements and other court and litigation disclosure and discovery obligations set forth by federal, state and City law and that the CITY's obligation to comply with those records retention requirements takes precedence over any request to return or destroy OPERATOR's CONFIDENTIAL INFORMATION. OPERATOR further understands and

agrees that RAP and CITY are subject to the California Public Records Act (California Government Code Section 6250, et seq.) (CPRA).

6. Notwithstanding the above, OPERATOR agrees that information shall not be deemed CONFIDENTIAL INFORMATION and the CITY shall have no obligation to hold in confidence such information, where such information:
 - Is already known to the CITY, having been disclosed to the CITY by a third party without such third party having an obligation of confidentiality to the OPERATOR; or
 - Is or becomes publicly known through no wrongful act of the CITY, its officers, employees, commissioners, or agents; or
 - Is independently developed by the CITY without reference to any CONFIDENTIAL INFORMATION disclosed hereunder; or
 - Is approved in writing for release (and only to the extent so approved) by OPERATOR; or
 - Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by law, including but not limited to the CITY's legal obligations under the California Public Records Act (California Government Code Section 6250 et seq.) ("CPRA"); provided that the CITY shall (i) immediately notify OPERATOR of the existence, terms and circumstances surrounding such request or requirement, (ii) to the extent reasonably practicable, consult with OPERATOR on the advisability of taking legally available steps to resist or narrow such request or requirement and (iii) if CITY reasonably believes disclosure of such information is required, furnish only that portion of the information that, upon the advice of the CITY's counsel, it reasonably believes is legally compelled to disclose and cooperate with any action reasonably requested by OPERATOR to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the information.

7. OPERATOR 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 the CITY's refusal to disclose OPERATOR's CONFIDENTIAL INFORMATION to any person making a request pursuant to the CPRA. OPERATOR's obligations herein 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. OPERATOR's obligations to the CITY under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to OPERATOR of the CITY's invoices for all fees and costs incurred by the CITY, as well as all damages or liability of any nature.

OPERATOR shall receive prompt notice from the CITY of any (1) communication to the CITY challenging the CITY's refusal to disclose OPERATOR's CONFIDENTIAL INFORMATION, and (2) any complaint or petition to the court challenging the CITY's refusal to disclose OPERATOR's CONFIDENTIAL INFORMATION. Further should OPERATOR choose to intervene in any court action relating to the CITY's refusal to disclose OPERATOR information, the CITY shall not oppose OPERATOR's motion to intervene. OPERATOR shall be discharged of its obligations to the CITY under this provision in any circumstance where OPERATOR provides written confirmation to the CITY that 1) all of the requested records at issue are not CONFIDENTIAL INFORMATION and 2) the CITY may release said records to the requester.