

BOARD REPORTNO. 25-204DATE November 20, 2025C.D. 5**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: CHEVIOT HILLS RECREATION CENTER – AGREEMENT WITH RANCHO PRESCHOOL INC., FOR THE CONTINUED OPERATION OF A RECREATIONAL CHILD DEVELOPMENT AND PRESCHOOL PROGRAM ON PARK PROPERTY; CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) [ISSUANCE OF A LICENSE TO USE AN EXISTING STRUCTURE INVOLVING NEGLIGIBLE OR NO EXPANSION OF USE] OF CITY CEQA GUIDELINES AND ARTICLE 19, SECTION 15301 OF CALIFORNIA CEQA GUIDELINES

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



General Manager

Approved _____ Disapproved _____ Withdrawn to be continual

RECOMMENDATIONS

1. Approve the proposed agreement (Agreement) with Rancho Preschool Inc., a California non-profit corporation, setting forth the terms and conditions for the operation of a recreational child development and preschool program during the academic season at the Cheviot Hills Aquatic building located at Cheviot Hills Recreation Center, in the form attached hereto as Attachment 1 and subject to approval of the City Council and the City Attorney as to form;
2. Determine that the Agreement is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) [Issuance of a license to use an existing structure involving negligible or no expansion of use] of City CEQA Guidelines and Article 19, Section 15301 of California CEQA Guidelines, and direct RAP staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk and the Governor's Office of Land Use and Climate Innovation;
3. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing an NOE;
4. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed Agreement to the City Council and City Attorney for review and approval as to form;
5. Authorize the Board President and Secretary to execute the Agreement subsequent to all necessary approvals; and

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6. Authorize RAP staff to make any necessary technical changes consistent with the RAP Board's intent in approving this Report and proposed Agreement.

SUMMARY

Rancho Preschool Inc. (Organization) is a non-profit organization that has been operating a parent cooperative preschool program in the Cheviot Hills Aquatic building (Premises) at the Cheviot Hills Recreation Center (Park), located at 2551 Motor Avenue in the West Los Angeles community, since 1972. The Organization is currently operating their preschool program under a Right of Entry (ROE) permit, which was validated on February 1, 2025, with a term of twelve months (PD-ROE-179), included below as Attachment 2. The ROE is set to expire on January 31, 2026.

The Organization provides a recreational, play-based early childhood development and preschool program for up to twenty-four children ages two years and six months to five years old (Program) at the Premises. The normal operating schedule for the school year is based on the traditional Los Angeles Unified School District calendar, September through June. Consistent with past arrangements for the Program, the proposed Agreement will continue to allow the Organization to use the Premises from 9:00 a.m. to 1:00 p.m., Monday through Friday, when the Premises is not in use by RAP for Summer Aquatics programming (June through September).

The Organization shall provide a preschool program for younger children, as well as a Transitional Kindergarten program for older children which includes structured age-appropriate learning activities. The annual tuition charged by the Organization for the 2024/25 school year is \$4,500 (\$500 per month for 9 months) for the Transitional Kindergarten program and \$3,825 (\$425 per month for 9 months) for all younger students. Tuition rates will remain the same for the 2025/26 school year. The Organization is able to charge less than other operators due to the relatively low operating costs, having two instructors and parents that volunteer their time. Further, the Organization does not pay rent, and costs for utilities, trash, and maintenance are minimal and covered through cost recovery reimbursement payments made to RAP. Also, the proposed Agreement provides that RAP be notified in advance of any increases in rates and fees and that RAP staff evaluate the appropriateness of any rates and fees as part of its evaluation of the Organization with the intent of keeping the tuition as affordable and accessible as possible. Given this commitment to affordability and accessibility, as well as the Organization's decades-long experience operating the Program at the Premises, staff recommends continuing the collaborative relationship with the Organization through the proposed Agreement.

Per the Agreement, when the summer pool season is not in session and the Aquatics Division is not utilizing the Premises for its aquatics program, the Organization will be allowed to utilize the approximately 1,700 sq. ft. men's pool locker room, including an indoor restroom located on the south side of the Park adjacent to the Park's outdoor playground. The outdoor playground will also be used by the Organization on a shared use with the public during the Organization's normal operating hours. Under the proposed Agreement and in accordance with existing RAP Policies, the Organization will continue to pay RAP's Cost Recovery Reimbursement fees for utilities, trash disposal, and staff

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impacts. The Organization's operation of the Program and fulfillment of its commitments will continue to be monitored and evaluated through the Partnership Section's performance review process.

Parent-child activities are instructed and supervised by the Organization staff and participating parents. The Organization is a member of the California Council of Parent Participation Nursery Schools. Therefore, staff recommends that the Board approve the proposed Agreement with the Organization in order to allow the Program to continue for the benefit of families who live in the surrounding community who are in need of an affordable, quality recreational child development program.

TREES AND SHADE

The proposed Agreement will not have any impact on existing trees or shade at the Premises.

ENVIRONMENTAL IMPACT

The proposed action consists of the issuance of a license agreement for the use of an existing structure involving negligible or no expansion of use. As such, RAP staff recommends that the Board determines that it is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) of City CEQA Guidelines and Article 19, Section 15301 of California CEQA Guidelines. RAP staff will file an NOE with the Los Angeles County Clerk and the Governor's Office of Land Use and Climate Innovation upon the Board's approval.

FISCAL IMPACT STATEMENT:

The proposed Agreement will have no adverse fiscal impact on the RAP General Fund, as the Organization is a self-sustaining program, and operational and program costs will be covered by the Organization.

This Report was prepared by Priya Macwan, Management Analyst, Sustainability and Partnership Sections, and Joel Alvarez, Senior Management Analyst II, Partnership Section.

List of Attachments:

1. Proposed Agreement
2. PD-ROE-179

**AGREEMENT
BETWEEN CITY OF LOS ANGELES
AND
RANCHO PRESCHOOL INC.
FOR THE OPERATION OF
A PARENT COOPERATIVE PRESCHOOL PROGRAM
AT CHEVIOT HILLS RECREATION CENTER**

This AGREEMENT ("AGREEMENT") is entered into as of _____, 2025, ("COMMENCEMENT DATE") by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners ("CITY"), and Rancho Preschool Inc. ("ORGANIZATION"), previously known as Rancho Nursery School, a California 501(c)(3) non-profit organization. CITY and ORGANIZATION may be referred to herein individually as "PARTY", or collectively as "PARTIES".

WHEREAS, CITY, through its Department of Recreation and Parks ("RAP"), owns, operates, and maintains real property commonly known as Cheviot Hills Recreation Center ("PARK") located at 2551 Motor Avenue, Los Angeles, CA 90064 in Rancho Park; and,

WHEREAS, ORGANIZATION operates a recreational child development and preschool program ("PROGRAM") within the PARK's Aquatic Building ("PREMISES"), for children ages two years and six months to five years old; and,

WHEREAS, ORGANIZATION desires to continue to operate the PROGRAM at the PREMISES as shown in the Site Maps attached hereto and incorporated herein by reference as Exhibit A, for the public good and to meet the ongoing child care needs of the residents of the City of Los Angeles; and,

WHEREAS, RAP is amenable to authorizing such operation pursuant to the terms and conditions of this AGREEMENT, subject to performance evaluations as described further herein and other terms and conditions set forth herein given ORGANIZATION's long-standing and continuing presence since 1972 at the PREMISES, and its past competent and satisfactory operation of the PROGRAM for the public benefit; and,

WHEREAS CITY, through its Board of Recreation and Parks Commissioners ("BOARD"), has approved this AGREEMENT at the BOARD meeting held on _____ date (Board Report No. XX-XXX), allowing for the continued operation of the PROGRAM at the PREMISES.

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

1. **License to Use and Description of PREMISES.** In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to ORGANIZATION by this AGREEMENT, the use of the PREMISES for the operation

of the PROGRAM as described herein, which shall be performed by ORGANIZATION in accordance with the terms and conditions of this AGREEMENT. RAP shall have no obligation to provide staff, supplies, equipment, services, or funding for the operation of the PROGRAM, and if such is requested from RAP by ORGANIZATION, ORGANIZATION agrees to reimburse RAP for any financial impacts resulting from RAP's provision of such, in accordance with the RAP standard Schedule of Rates and Fees, permitting requirements, and/or cost recovery reimbursement fee policies.

The PREMISES shall be that portion of the PARK depicted by the Site Maps attached hereto as Exhibit A, to be used for purposes of operating and maintaining the PROGRAM in accordance with the Program Description attached hereto as Exhibit B, and in accordance with the terms and conditions of this AGREEMENT. The PREMISES shall be used by ORGANIZATION during normal PROGRAM operating hours, as described below in Section 5 of this AGREEMENT (Days and Periods of Use).

Primary Use Area: As depicted by Exhibit A, the Primary Use Area for PROGRAM purposes, shall include the approximate 1,700 sq. ft. Male Pool Locker Room, including an indoor restroom, located on the south side of the PARK, adjacent to the PARK's outdoor playground.

Shared Use Area: As depicted by Exhibit A, the outdoor playground shall be a shared use area by ORGANIZATION and the public during ORGANIZATION's normal operating hours, as specified in Section 5 below.

2. **TERM and Termination.** The term of this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be five years from the COMMENCEMENT DATE, with a subsequent five year option to renew at the discretion of the RAP General Manager or designee, subject to performance evaluations ("PERFORMANCE REVIEWS") at RAP's discretion, as more fully described below in Section 8 of this AGREEMENT.
 - a. **Commencement and Expiration.** This AGREEMENT shall take effect on the COMMENCEMENT DATE above and shall end upon the expiration of the TERM or the earlier of (i) a written termination notice from RAP or ORGANIZATION to the other, effective after sixty calendar days from the date of issuance due to either an unfavorable PERFORMANCE REVIEW or termination for cause (including any breach or default of the provisions of this AGREEMENT) during the TERM; or, (ii) the date that ORGANIZATION ceases to operate as defined below in Section 2.c.; or, (iii) ORGANIZATION implements the general termination provision described herein.
 - b. **Termination.** In addition to the CITY's right to terminate this AGREEMENT for an uncured breach or default as set forth in Sections 20 and 21, CITY and ORGANIZATION may terminate this AGREEMENT upon written notice of termination given to the other PARTY no less than sixty days prior to the date

of termination. Further, CITY may immediately terminate this AGREEMENT in the event ORGANIZATION ceases to operate as defined below. CITY and ORGANIZATION reserve the right to terminate this AGREEMENT at their sole discretion for convenience, emergency, or necessity.

If CITY or ORGANIZATION should elect to terminate this AGREEMENT, ORGANIZATION agrees to immediately cease all operations and other activity, remove all personal property and equipment and to peacefully surrender the PREMISES to CITY within sixty calendar days of receiving or providing a written notice of termination. If ORGANIZATION fails to remove all its personal property and equipment within said sixty calendar days after termination of this AGREEMENT, CITY, at its option, may remove such property and equipment, in which event ORGANIZATION shall pay to the CITY, upon demand the reasonable cost of such removal, plus the cost of transportation and disposition thereof.

- c. Ceases to Operate. The phrase “ceases to operate” shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of ORGANIZATION’s corporate charter or grant of non-profit status, unless the same is reinstated within ninety calendar days after such termination; (ii) a material change in ORGANIZATION’s purposes or function as contained in ORGANIZATION’s corporate charter or grant of non-profit status (“Stated Purposes”); (iii) a material change in the delivery of services by ORGANIZATION from that described herein; or (iv) the failure of ORGANIZATION to use the PREMISES for any of the PERMITTED USES or any other default of the terms and conditions or other obligations contained in this AGREEMENT, for a consecutive period of ninety calendar days, unless prevented from doing so because of damage, destruction, major repairs or refurbishment of the improvements within the PREMISES, or for reasons beyond ORGANIZATION’s control. Under such circumstances, ORGANIZATION shall immediately cease and desist from all use of the PREMISES, and this AGREEMENT shall be deemed terminated upon ORGANIZATION’s receipt of such notification of immediate termination from RAP.

- 3. Access to PREMISES. ORGANIZATION and any authorized third-party associated with ORGANIZATION’s activities on the PREMISES shall abide by the terms and conditions expressed in this AGREEMENT, and shall cooperate fully with CITY and its employees in the performance of their duties. ORGANIZATION shall be responsible for the actions of any third-party involved with the PROGRAM on the PREMISES at all times while such third-party is present on the PREMISES, and RAP on-site staff shall be made aware by ORGANIZATION of such third-party activities.

Authorized representatives, agents and employees of CITY will have the right to enter the PREMISES for purposes of fulfilling normal duties, and performing inspections or

in response to emergencies. No advance notice by RAP to ORGANIZATION shall be required in the case of emergencies.

CITY makes no warranties whatsoever regarding the condition of the PREMISES. ORGANIZATION has inspected the PREMISES and found it suitable for ORGANIZATION's purposes. CITY shall not be liable for any personal injury or damage to property which ORGANIZATION or its guests or invitees may incur (including injury or damage occurring in connection with ORGANIZATION's events or activities on the PREMISES), regardless of the cause thereof. ORGANIZATION hereby releases CITY from all such liability, it being the intent of the PARTIES that ORGANIZATION shall maintain adequate insurance to cover any such losses, as required in Section 9 of this AGREEMENT. If a governmental body with jurisdiction over the PREMISES and/or the CITY or RAP determines that a certain activity, or all of the activities conducted on the PREMISES are material threats to public safety as may be determined by the CITY, CITY may immediately suspend and/or terminate ORGANIZATION's right to conduct such activities on the PREMISES by providing written notice to ORGANIZATION of such immediate suspension. Such activities shall remain suspended until they are no longer deemed a threat to public safety, at which time the CITY shall promptly provide written notice to ORGANIZATION of same.

It is understood by PARTIES that the PREMISES is located in a public park and therefore shall not be considered exclusive to ORGANIZATION, nor shall access to the PREMISES be restricted to the general public. Moreover, given that the PREMISES consists of open, non-enclosed PARK areas, the public shall be allowed to walk, jog, or meander through the PREMISES, but not to interfere with the PROGRAM. ORGANIZATION may request the assistance of appropriate authorities if such interference should occur.

PARTIES agree that CITY shall be allowed access to, and use of, any portion of the PREMISES in case of a natural disaster or emergency such as an earthquake, fire, etcetera, as a designated public emergency shelter site, as determined by CITY. Such use shall take precedence over regularly scheduled ORGANIZATION activities and CITY shall not be charged a fee for such use; provided, however, that ORGANIZATION's obligation to pay to CITY the Cost Recovery Reimbursement Fees defined in Section 15 below, shall be suspended during such time period that CITY has taken over the PREMISES for the above use.

RAP reserves the right to utilize the PREMISES building and surrounding grounds for RAP-sponsored or permitted general community events and activities and/or to accommodate an election voting/polling place with advance notice to ORGANIZATION. RAP shall coordinate with, and notify ORGANIZATION of RAP's intent to use the PREMISES, or certain portions thereof in accordance with Section 5.c. of this AGREEMENT, and shall ensure sufficient staff supervision is provided during said events and/or activities.

4. Permitted Uses and Use Restrictions. ORGANIZATION shall not expand and/or change the scope of PERMITTED USES set forth in this Section without the prior written approval and consent of the BOARD through an amendment to this AGREEMENT. ORGANIZATION, at its sole cost and expense, shall:

- a. In compliance with the California Child Care Center General Licensing Requirements, operate a licensed preschool program for children ages two years and six months through five years old. ORGANIZATION shall provide recreational child development services, including extended childcare services, for a maximum of twenty-four children from the surrounding neighborhood, at no cost to RAP. ORGANIZATION shall be responsible for all costs related to the operation of this PROGRAM and maintenance of the PREMISES throughout the TERM of this AGREEMENT.

RAP shall have the sole discretion to determine whether any rates or fees charged for the PROGRAM are affordable, accessible, and reasonable for members of the public. Any fees proposed to be charged must be approved in writing by the RAP Recreational Services Branch, Region Superintendent or designee.

- b. Use the PREMISES for PROGRAM purposes only. ORGANIZATION shall be responsible for all costs and expenses related to its use of the PREMISES.
- c. Maintain the PREMISES in accordance with Section 6 of this AGREEMENT.
- d. Provide sufficient staff to maintain a staff-to-student ratio in accordance with childcare licensing requirements for the operation of preschool related programs in accordance with State of California childcare licensing regulations and requirements, and in conformance with RAP Childcare Guidelines.
- e. Operate in accordance with the Program Description attached hereto and incorporated herein by reference as Exhibit B, on the PREMISES only during the months, days, and operating hours specified in Section 5 below. ORGANIZATION shall be responsible for all costs related to the operation of the PROGRAM throughout the TERM, and shall be responsible for the payment of related CRRF to RAP, as specified in Section 15 below.
- f. Assume sole responsibility for creating and enforcing protocols ensuring all persons participating in the described scope of work on the PREMISES comply with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors and subcontractors engaging in the PERMITTED USES described herein, including maintenance, such as, certifications, licensing, California DOJ background checks, Live Scan fingerprinting, and including but not limited to compliance with California Assembly Bill 506. ORGANIZATION shall, at its sole expense, obtain and maintain information and documentation verifying its compliance with this provision and the results

of such compliance and provide such information and documentation to RAP upon request.

- g. Be solely responsible for securing any personal belongings and property at the PREMISES, as CITY shall bear no responsibility or liability for any damage and/or necessary repairs or replacement caused by normal wear and tear, neglect, accident or vandalism, including graffiti; nor loss of its contents due to theft.
- h. Punctually pay or cause to be paid all ORGANIZATION financial obligations incurred in connection with the operation and maintenance of the PREMISES as set forth in this AGREEMENT. ORGANIZATION shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with ORGANIZATION's use of the PREMISES to the extent such claims do not arise due to any CITY action or omission.
- i. Prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages) on the PREMISES.
- j. Ensure that no merchandise shall be sold or authorized to be sold on the PREMISES by ORGANIZATION or otherwise without the prior written consent of the RAP General Manager or his or her designee. Commercial activities are not authorized by RAP and shall not be allowed to occur within the PREMISES or surrounding/adjacent PARK property, unless written approval is provided in advance by the RAP General Manager or designee, and/or the BOARD (if applicable). No products grown or cultivated within the PREMISES may be sold or used for for-profit commercial purposes.
- k. Ensure that no photographs of minors or depiction of their likeness is included in any publication without obtaining prior written consent from the child's parent or legal guardian. The documentation of this written consent must be provided to RAP prior to photographs being taken.
- l. Obtain any and all operating permits and/or licenses that may be required in connection with its operations, including but not limited to, tax permits, business licenses, health permits, certifications, etc. City shall reasonably cooperate with ORGANIZATION to the extent necessary for ORGANIZATION to obtain any permits and/or licenses.
- m. Not sublet the PREMISES, or assign this AGREEMENT, and/or its obligations to another entity without RAP's prior written authorization. ORGANIZATION shall require all individuals and organizations providing programs or services within the PREMISES to agree to abide by all conditions set forth in this AGREEMENT, as applicable to such programs or services.

- n. Assume responsibility for the actions of all individuals and/or organizations participating in the PROGRAM on the PREMISES, and ensure that such individuals and/or organizations agree in writing to abide by all conditions set forth in this AGREEMENT.
- o. Not charge or impose any rates and fees in connection with the PROGRAM which are in excess of rates and fees that are charged for participation in other similar recreational child development and preschool programs. At all times, ORGANIZATION shall use its best efforts to charge fees and rates for the PROGRAM that are affordable and accessible for all members of the public regardless of income level. ORGANIZATION shall provide RAP no less than sixty days advance written notice of any changes in the scope of the PROGRAM or any change in the fees and rates charged for the PROGRAM prior to the effective date for any such change. Notwithstanding anything to the contrary, RAP shall have the sole discretion to determine whether any rates or fees charged for the PROGRAM is affordable, accessible and reasonable for members of the public and to determine whether continued collaboration with ORGANIZATION under this AGREEMENT is in the best interest of the CITY in connection thereto.

5. Days and Periods of Use. ORGANIZATION shall be entitled to use the PREMISES to operate the PROGRAM as follows, during the months, days and times specified herein ("PERMITTED TIMES"):

- a. PERMITTED TIMES of use coincide roughly with the Los Angeles Unified School District (LAUSD) traditional school year. Notwithstanding the foregoing, the PERMITTED TIMES shall be subject to and not include those times reserved for RAP's Aquatics Division programming schedule for the summer pool season, as determined by RAP Aquatics Staff.
- b. ORGANIZATION has permission to enter the PREMISES in coordination with RAP's Aquatics staff use of the PREMISES. Subject to the foregoing, ORGANIZATION is aware that the RAP Aquatics Division operates an open pool program for the general public during the summer months of the year, acknowledges that the RAP Aquatics program has priority of use of the PREMISES, and agrees to utilize PREMISES under the following conditions:
 - i. RAP Aquatics staff shall be allowed access to PREMISES at least three weeks prior to the end of the LAUSD school year to prepare the pool and related facilities to be opened for use by the public. Should Aquatics and/or RAP maintenance staff find that any needed repairs and/or maintenance work would require ORGANIZATION to vacate PREMISES to accommodate such repairs, ORGANIZATION shall cooperate and comply with such requests from RAP staff, whether temporary, until the start of the next school year, or otherwise.

- ii. ORGANIZATION will vacate PREMISES for the summer aquatics program and remove all its furniture and belongings either prior to the filling of the pool with water or opening day of the pool to the public, subject to prior coordination with RAP Aquatics staff. Opening day normally takes place during the weekend following the last day of school based on LAUSD's school year calendar.
 - iii. ORGANIZATION will be allowed back on PREMISES after the pool has closed for the season to the public, which takes place during the weekend prior to the first day of school and after pool has been fully drained (which might take up to seven days), subject to determination by RAP Aquatics staff, as the summer pool season is occasionally extended. RAP shall provide ORGANIZATION with advance notice should an extension of the summer pool season be contemplated.
- c. Generally, PREMISES shall not be utilized by both RAP and ORGANIZATION at the same time. However, if ORGANIZATION desires to utilize PREMISES while the pool is being drained (which might take up to seven days), ORGANIZATION must obtain prior approval from RAP's Aquatic Staff and obtain a RAP Aquatics monitor during the draining process, contingent upon availability. If an Aquatics Staff member is available, ORGANIZATION must reimburse RAP the cost of staff time at the hourly-fully burdened rate of an Aquatics Monitor for the hours the Aquatics Monitor needs to be present and on duty while ORGANIZATION is utilizing PREMISES.
 - d. PERMITTED TIMES are 9:00 a.m. to 1:00 p.m., Monday through Friday. ORGANIZATION shall be allowed to enter PREMISES one hour before and stay one hour after operation times for set-up and clean-up purposes.
 - e. ORGANIZATION will be allowed to conduct Board/Parent meetings, maintenance, and fundraising events between the hours of 12:30 p.m. – 7:00 p.m., Monday through Friday, but limited to two times per month; and one weekend quarterly, between the hours of 8:00 a.m. to 4:30 p.m., Saturday or Sunday, with thirty days prior written approval from RAP.
 - f. ORGANIZATION shall not be allowed onto the PREMISES without RAP's prior written authorization, during hours other than those authorized above.
 - g. ORGANIZATION is aware that the PARK recreation center operating hours are as follows:
 - Monday through Friday 9:00 a.m. – 9:00 p.m.,
 - Saturdays 9:00 a.m. – 5:00 p.m.
 - Closed on Sundays

Additionally, PARK staff are unavailable on Federal and CITY observed Holidays. The PARK recreation center is subject to closures at the sole discretion of RAP.

- h. ORGANIZATION shall cooperate with RAP personnel and staff on all matters relative to the conduct of operations or any activity, event, and/or special use, including concerns related to parking, traffic, security, and attendance.

6. Maintenance and Repair of PREMISES. During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, PARTIES agree to the following provisions for the Maintenance and Repair of the PREMISES as described herein.

- a. ORGANIZATION accepts the PREMISES in its current condition and hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the PREMISES or which may otherwise arise by reason of the use of the PREMISES, and releases and discharges the CITY from any claims therefore. CITY shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the PREMISES, nor any appliance or fixture thereon, whether installed by CITY or ORGANIZATION, and regardless of cause.
- b. ORGANIZATION, in performing any required maintenance, repair, and/or restoration of the PREMISES, shall provide all staff and materials, supplies, equipment, and funds necessary to perform such maintenance, repair, and/or restoration appropriately to the satisfaction of CITY, whether through ORGANIZATION personnel or contracted vendors, at its sole cost and expense. However, all required repairs shall be performed by qualified personnel, subject to applicable certifications and licenses as determined by RAP. All maintenance and/or repairs shall be performed to the reasonable satisfaction of CITY and in consultation with RAP. Prior review and written approval by RAP is required before any such repair work is performed, with the exception of emergencies and matters impacting public safety.
- c. ORGANIZATION shall perform the following maintenance duties on a regular basis:
 - i. Maintain PREMISES in a clean and safe condition removing all debris and trash, preventing such trash and/or debris from accumulating upon said PREMISES such that it is clearly visible to public view;
 - ii. Pick up and dispose of trash and debris whether by ORGANIZATION activity or activity of a contracted vendor;

- iii. Assist RAP in preventing any trash or debris matter or material from being or accumulating upon said PREMISES such that it is clearly visible to public view; and,
 - iv. Maintain the PREMISES in a manner that is consistent and in compliance with all Federal, State, County and local regulations, orders and guidelines, including but not limited to health and safety orders and guidelines and all fire safety standards, practices and regulations for the PREMISES.
- d. ORGANIZATION shall ensure that no offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to public health, is permitted or allowed to remain on the PREMISES.
- e. ORGANIZATION shall be responsible for securing ORGANIZATION's equipment and materials that may be on the PREMISES during PERMITTED TIMES and ensuring the same for any equipment or materials left on the PREMISES during non-operating hours. CITY and/or RAP shall not be responsible for the security of ORGANIZATION's personal property at any time, whether before, during, or after PERMITTED TIMES, including but not limited to equipment, supplies, materials, vehicles, or personal items.
- f. ORGANIZATION shall immediately repair, or cause to be repaired, any damages to the PREMISES which occur during ORGANIZATION's operations and/or are a risk to public safety, or that is caused by ORGANIZATION's contractors or vendors. ORGANIZATION acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the PREMISES immediately cease. To the extent that needed repairs are not made, ORGANIZATION waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.
- g. RAP shall grant utility service connections as may be necessary for ORGANIZATION's successful operation of the PROGRAM, provided that the granting of said connections shall be at no cost to CITY. ORGANIZATION shall reimburse RAP when required, through the payment of Cost Recovery Reimbursement Fees as noted in Section 15 of this AGREEMENT. Should RAP determine that certain utility preventive maintenance and/or repair work is required to be performed outside of the PREMISES which may impact such utility services to the PREMISES, RAP will provide ORGANIZATION with reasonable advance notice. However, in such cases involving an immediate emergency response by RAP, RAP shall not be held liable for any loss of revenue or interruption of the PROGRAM, if advance notice to ORGANIZATION is not possible in a timely manner.

- h. ORGANIZATION shall immediately report any damages to the PREMISES which occur during ORGANIZATION's operations, or by vandalism, and any measures taken for its restoration, refurbishment, or maintenance. ORGANIZATION acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the PREMISES immediately cease. ORGANIZATION shall be responsible for any damage to the PREMISES caused by ORGANIZATION's PROGRAM activities, its participants, vendors, contractors, or any other entity associated with PROGRAM activities.
- i. ORGANIZATION shall keep and maintain the exterior walls, roof, and structural members of any buildings within the PREMISES in good condition and repair, at ORGANIZATION's sole cost and expense, and no cost to CITY. ORGANIZATION shall notify RAP in advance of any required or planned major repair work for review and approval, at minimum thirty days prior to any such work being performed, with the exception of emergencies which may impact public safety, when prior review and approval by RAP is not feasible.
- j. **CITY Not Obligated to Repair.** Except as may be expressly provided in this AGREEMENT, in no event shall CITY be required to repair or obligated to perform any maintenance, or to make any repairs, changes, alterations, additional improvements or replacements of any nature whatsoever, to the PREMISES or any pre-existing improvements thereon, or any part thereof, at any time during the TERM of this AGREEMENT.
- k. If ORGANIZATION requests CITY to provide any repairs, services or maintenance, ORGANIZATION shall pay for such repairs, services, or maintenance at actual cost, including costs incurred by CITY, as determined by RAP. CITY may require a cash deposit in advance.
- l. ORGANIZATION shall be allowed to perform emergency maintenance and repairs within the PREMISES, as required to prevent hazardous conditions and ensure the safety of the public. ORGANIZATION shall provide notification to RAP of any such needed repairs within forty-eight hours from completion of the required work.
- m. To the extent that needed repairs are not made, ORGANIZATION waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.
- n. RAP reserves the right to further develop or improve the PREMISES as its sole discretion, while making an effort not to interfere or create hindrance to ORGANIZATION or PROGRAM. However, it is recognized that the operation, maintenance and repair of PREMISES will require a close degree of cooperation between CITY and ORGANIZATION, and if necessary, RAP may require ORGANIZATION to halt or pause PROGRAM operation and close the

PREMISES to the public in order for RAP to make such improvements. RAP shall make an effort to consider the desire and views of ORGANIZATION and to provide notice to ORGANIZATION as much in advance as possible.

7. **Vacating the PREMISES.** ORGANIZATION shall vacate the PREMISES upon conclusion of ORGANIZATION's current period of instruction to allow RAP to prepare for and operate the RAP summer swim season. ORGANIZATION shall remove from the PREMISES all of its belongings, furniture, and other items owned by ORGANIZATION. Should any items be left behind and not removed within two days prior to the Pool's summer swim season opening day, RAP shall reserve the right to remove and discard such items at its discretion, as they are not to be stored on the PREMISES.

8. **Performance Reviews.**

PARTIES mutually agree to PERFORMANCE REVIEWS, which shall be conducted by RAP to determine the feasibility and benefit of continuing the relationship between PARTIES under this AGREEMENT.

- a. Continuance of CITY's collaboration with ORGANIZATION under this AGREEMENT shall be contingent upon a favorable PERFORMANCE REVIEW, which shall include, but not be limited to:
 - i. An evaluation of ORGANIZATION's compliance with the terms and conditions of this AGREEMENT;
 - ii. Fulfillment of ORGANIZATION's obligations for the operation and maintenance of the PREMISES under this AGREEMENT as more fully described under the PERMITTED USES specified herein in Section 4, and maintenance of the PREMISES under this AGREEMENT;
 - iii. Adequacy of ORGANIZATION's funding and financial resources to continue operating and maintaining the PREMISES for the benefit of the public throughout the TERM of this AGREEMENT;
 - iv. The affordability, accessibility, and reasonableness of any rates and fees charged in connection with the PROGRAM, the determination of which shall be in the sole discretion of the CITY; and,
 - v. The volume of the public's use of the PREMISES and participation in ORGANIZATION's PROGRAM;
 - vi. ORGANIZATION's cooperation with CITY staff; and,
 - vii. Fulfillment of all PERFORMANCE REQUIREMENTS included herein and more fully described in the Sample Performance Report

Questionnaire attached hereto and incorporated herein by reference as Exhibit C.

- b. Every year during the TERM of this AGREEMENT, for purposes of completing the PERFORMANCE REVIEW process, ORGANIZATION shall submit to RAP during the period of July 15th through September 15th, a performance or program report ("PERFORMANCE REPORT") based on ORGANIZATION's operation of the PREMISES during the prior fiscal year. Information related to any previous unreported years may be requested by RAP Staff. Staff requested PERFORMANCE REPORTS shall not exceed three years. PARTIES understand the fiscal year to be between July 1st and June 30th.

The PERFORMANCE REPORT should generally describe ORGANIZATION's PROGRAM activities, issues, accomplishments, etc., to provide RAP with an understanding of ORGANIZATION's performance. This PERFORMANCE REPORT shall include, but not be limited to:

- i. Financial Statement (Revenue and Expenditures for prior fiscal year);
 - ii. Annual Budget for upcoming fiscal year (July 1st through June 30th);
 - iii. The number of persons served during the prior fiscal year;
 - iv. Sample copies of marketing, recruitment, and press materials should any exist;
 - v. Summary of PERFORMANCE REQUIREMENTS completed during the previous fiscal year; and,
 - vi. Discussion of PROGRAM changes or challenges.
- c. RAP reserves the right to request reasonable additional materials or clarifying information after review of the submitted PERFORMANCE REPORT.
- d. CITY's approval to continue the collaborative relationship may be based in part on findings obtained through the PERFORMANCE REVIEW process, evaluation of the PERFORMANCE REPORT, and a review of ORGANIZATION's compliance with the terms and conditions of this AGREEMENT, including interviews with RAP Maintenance staff with jurisdiction over the PREMISES and any other factors that RAP may deem as reasonably necessary, including input and feedback from PROGRAM participants and the public. With the understanding that the PERFORMANCE REVIEW process may be modified, a sample Performance Report Questionnaire is attached hereto and incorporated herein by reference as Exhibit C. Results of the PERFORMANCE REVIEW may be used in

determining future collaborations with ORGANIZATION. CITY shall not unreasonably withhold its determination of the PERFORMANCE REVIEW.

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

- a. ORGANIZATION shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving ORGANIZATION sixty calendar days written notice, provided that such amounts and/or types shall be reasonably available to ORGANIZATION .
- b. If any of the required insurance contains aggregate limits or applies to other operations of ORGANIZATION outside of this AGREEMENT, ORGANIZATION shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in ORGANIZATION's best judgment may diminish the protection such insurance affords CITY within thirty calendar days of the knowledge of same. ORGANIZATION shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty calendar days of the knowledge of same.
- c. If an insurance company elects to (i) cancel insurance before the stated expiration date, (ii) declines to renew in the case of a continuous policy, (iii) reduces the stated limits other than by impairment of an aggregate limit or (iv) materially reduces the scope of coverage, thereby affecting CITY's interest, ORGANIZATION shall provide CITY at least thirty calendar days prior written notice of such intended election by the insurance company, or ten calendar days prior written notice if such cancellation is for non-payment of premium.

Such notice shall be sent by receipted delivery addressed as follows:

City Administrative Officer, Risk Management
200 North Main Street, Room 1240, City Hall East
Los Angeles, California 90012

Or to such address as CITY may specify by written notice to ORGANIZATION.

- d. ORGANIZATION's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may either (i) provide ORGANIZATION five calendar days written notice of such failure, upon receipt of which ORGANIZATION shall have five calendar days to cure such failure or CITY shall have the right to terminate the AGREEMENT or, (ii) at its discretion, pay to procure or renew such insurance to protect CITY's interest. ORGANIZATION agrees to reimburse CITY for all money so paid.
- e. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of ORGANIZATION's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

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

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

11. Parking. ORGANIZATION, its staff, and public patrons and/or guests, whether or not involved in ORGANIZATION activities at the PREMISES, shall have the non-exclusive right to park vehicles within any available parking spaces at the PREMISES on a first-come-first-served basis. If such parking is metered or normally requires a fee, ORGANIZATION, PROGRAM participants, and all others shall be required to adhere to established parking requirements. Exclusive or designated parking shall not be allowed, unless previously approved in writing by RAP.

12. Alterations, Improvements and Replacements. No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PREMISES without prior written authorization by CITY. ORGANIZATION shall provide CITY with detailed information and specifications for review and written approval by CITY, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by CITY. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of ORGANIZATION.

13. Funding. All funds, including grants, donations, or any other funds received by ORGANIZATION in connection with and/or specified for, the PREMISES or related to matters covered by this AGREEMENT, or generated from programs or activities conducted on the PREMISES, shall be applied exclusively to the operation of the PROGRAM, and shall be strictly accounted for as provided herein. Such funds shall not be commingled with other funds of ORGANIZATION unrelated to this AGREEMENT and/or the operation and maintenance of the PREMISES. If for any reason ORGANIZATION fails to secure necessary funding to carry out its obligations and commitments under this AGREEMENT, CITY may and can terminate this AGREEMENT pursuant to a Breach and Default of this AGREEMENT.

14. Fundraising. ORGANIZATION may hold fundraising activities at the PREMISES during PERMITTED TIMES, subject to prior written approval from RAP for the date and time for each fundraising event, no fewer than thirty calendar days prior to the scheduled activity. Such authorization shall be requested from and approved by the RAP Representatives listed in Sections 23 and 24, no fewer than three months prior to the scheduled activity. ORGANIZATION may have no more than four fundraising events per year with a maximum of one fundraising event per quarter. All monies raised from fundraising conducted at the PREMISES must be used only in support of the PROGRAM, the PREMISES, and activities authorized under this AGREEMENT. Fundraising activities shall not include the distribution and/or the consumption of alcoholic beverages.

15. Consideration and Cost Recovery Reimbursement Fees. Pursuant to the terms and conditions of this AGREEMENT, the consideration for this AGREEMENT in exchange for ORGANIZATION's use of the PREMISES, shall be the provision of PROGRAM for the benefit of the general public at no cost to the CITY, including but not limited to, ORGANIZATION's maintenance and/or repair of the PREMISES. CITY shall have no responsibility for payment of any charges related to the provision of the PROGRAM by ORGANIZATION at the PREMISES. Additionally, ORGANIZATION's use of the PREMISES shall be subject to applicable BOARD approved cost recovery reimbursement fees, as described below.

- a. Cost Recovery Reimbursement Fees. During the TERM of the AGREEMENT, ORGANIZATION shall pay a Cost Recovery Reimbursement Fee ("CRRF") to

RAP for costs incurred by RAP, which are associated with ORGANIZATION's use of the PREMISES and not paid directly to respective service providers, as further described below. The CRRF shall be \$181.00 per month. The amount may be subject to change with advance written notice from RAP to ORGANIZATION no less than sixty calendar days. A breakdown of the total CRRF is provided below in each CRRF category. The following is an itemization of each CRRF category with corresponding individual fees which together sum to the total CRRF amount above.

- b. Utilities. Pursuant to RAP policy regarding utility payments for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the BOARD on July 13, 2011 (Report No. 11-202), the cost of utility services used by ORGANIZATION's operations at the PREMISES (electricity, water) shall be the sole responsibility of ORGANIZATION. Such utility expenses shall be reimbursed to RAP by ORGANIZATION through CRRF payments described above. The monthly CRRF for Utility services is \$25.00, which is included in the total monthly CRRF amount in paragraph 8(a) above.
- c. Trash and Solid Waste Disposal. Pursuant to RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborations, approved by the BOARD on February 1, 2012 (Report No. 12-028), removal of waste, trash and recyclables related to ORGANIZATION's operations at the PREMISES shall be at the sole expense of ORGANIZATION. Waste disposal services may be either obtained by ORGANIZATION through services provided by a non-CITY provider with related expenses paid directly to such service provider, or through CITY provided waste management services, with such expenses recovered by RAP through CRRF reimbursements. The monthly CRRF for trash and solid waste disposal is \$36.00, which is included in the total monthly CRRF amount in paragraph 8(a) above.
- d. Staff Impact. Pursuant to RAP policy regarding Staff Impacts, related to the impact on RAP staff by ORGANIZATION's activities and operations on park property, approved by the BOARD on July 19, 2012 (Report 12-217), ORGANIZATION shall pay RAP a monthly Staff Impact Fee in the amount of \$120.00, which is included in the total monthly CRRF amount in paragraph 8(a) above.
- e. Telephone and Data Lines. ORGANIZATION shall be responsible for the cost of telephone and data lines utilized on the PREMISES, and shall pay the service provider directly for such services. CITY shall bear no costs in regards to the telephone and data lines used by ORGANIZATION on the PREMISES.
- f. Cost Recovery Reimbursement Fee Payments. Payment of Cost Recovery Reimbursement Fees shall be by check, money order, or cashier check made

payable to "City of Los Angeles Department of Recreation and Parks." ORGANIZATION is wholly responsible for timely payment of CRRF regardless of written notification, which is not required. Payments are to be mailed to:

CRRF payments must be mailed or delivered to:

City of Los Angeles Department of Recreation and Parks
Attention: Partnership Section
221 North Figueroa Street, Suite # 180
Los Angeles, California 90012

- 16. Publicity.** Should there be the need, CITY and ORGANIZATION agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this AGREEMENT, the use of the PREMISES or promotion of the PROGRAM or construction of any improvements on the PREMISES in connection with this AGREEMENT or PROGRAM, except as may be legally required by applicable laws, regulations, or judicial order. Such cooperation and coordination shall occur prior to the release of any such press release or public announcement(s). PARTIES agree to notify each other in writing prior to the release or use of any such press release, public announcement, marketing or promotion of the PREMISES prior to implementation with respect to ORGANIZATION's use of the PREMISES. Further, any press release, public announcement, marketing materials, or brochures prepared by either CITY or ORGANIZATION shall appropriately acknowledge the contributions of both PARTIES and shall be subject to prior approval by RAP before release.

To the extent stipulated in any grant agreement, with respect to the use of the PREMISES in connection thereto, CITY and ORGANIZATION shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement, and shall provide the opportunity for attendance and participation by representatives. Further, CITY and ORGANIZATION shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both CITY and ORGANIZATION, including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or ORGANIZATION, in whole or in part, with respect to the use of the PREMISES in connection thereto, shall contain any acknowledgements required under any grant agreement.

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

18. Filming. It is the policy of the City of Los Angeles to facilitate the use of City-controlled properties as film locations when appropriate. RAP has established a Park Film Office to coordinate use of park property for film production purposes. Any commercial filming at the PREMISES shall be subject to approval by RAP and the Film Office, whose consent shall not be unreasonably withheld, conditioned, or delayed. Arrangements shall be established if possible, to ensure any such filming does not interfere with ORGANIZATION's daily operations conducted at the PREMISES, unless agreed to in advance between ORGANIZATION and the Park Film Office. All fees for use of park property by film production companies, including the PREMISES, shall be established and collected by the Film Office in accordance with City and RAP policies. The Park Film Office may be reached at (323) 644-6220. ORGANIZATION shall not charge any fees for film production conducted at the PREMISES.

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

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

21. Breach or Default by ORGANIZATION – CITY's Remedies. Upon the occurrence of one or more events of breach or default by ORGANIZATION, CITY may, at its election and without waiving any right to select any other remedy provided in this Section or elsewhere in this AGREEMENT, initiate any of the following:

- a. Notice to Cure Breach or Default. CITY may issue a written notice of breach or default to ORGANIZATION, and if ORGANIZATION does not cure said breach or default within thirty calendar days of receipt of said notice, CITY may, by delivering a second written notice to ORGANIZATION, terminate this AGREEMENT without further delay, whereupon ORGANIZATION shall vacate the PREMISES within fourteen calendar days. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven calendar days.

- b. CITY's Right to Cure. CITY at its sole discretion and with no obligation to do so, subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing breach or default by ORGANIZATION, perform or cause to be performed any of ORGANIZATION's unperformed obligations under this AGREEMENT. CITY may enter the PREMISES and remain there for the purpose of correcting or remedying the continuing breach or default. Such action by CITY shall not be deemed to waive or release said breach or any default or CITY's right to take further, preventative action.

22. Casualty and Condemnation. ORGANIZATION shall be excused from its obligations in this AGREEMENT including, without limitation, the payment of the CRRF, the operation, maintenance and repair of any portion of the PREMISES or any improvement thereon that is damaged by casualty or taken by condemnation until any such portion or improvement is restored to at least its condition prior to said casualty or condemnation. CITY shall not be obligated to restore the PREMISES damaged by casualty in whole or in part. If CITY chooses not to restore the PREMISES, CITY shall provide notice to ORGANIZATION thereof within thirty days of such casualty, and this AGREEMENT shall terminate upon ORGANIZATION's receipt of such notice. If the PREMISES is taken by condemnation, CITY shall provide notice to ORGANIZATION thereof within thirty days of such taking, and this AGREEMENT shall terminate upon ORGANIZATION's receipt of such notice, and CITY shall not be obligated to provide ORGANIZATION a replacement property for ORGANIZATION's use.

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

All NOTICES shall be addressed as follows:

ORGANIZATION: Rancho Preschool Inc.
c/o Alla Steiner, President
2551 Motor Avenue
Los Angeles, CA 90064
president@ranchopreschool.la
(657) 215-1510

CITY: City of Los Angeles Department of Recreation and Parks
Attn: Partnership Section
221 N. Figueroa Street, Suite 180
Los Angeles, CA 90012

(213) 202-5600
rap.partnerships@lacity.org

With a copy to: City of Los Angeles Department of Recreation and Parks
West Region Recreation
Attn: Sonya Young Jimenez, West Region Superintendent
2459 Motor Avenue
Los Angeles, CA 90064
(213) 312-7966
sonya.young-jimenez@lacity.org

24. PROGRAM NOTICES and Contacts. The following are the primary contacts for day to day PROGRAM-related coordination.

Contact for ORGANIZATION:

Alla Steiner, President
president@ranchopreschool.la
(657) 215-1510

Contacts for RAP:

Patrick Russell, Acting Director, Cheviot Hills Recreation Center
patrick.russell@lacity.org
(310) 837-5186

Elizabeth Benavides-Aragon, Aquatic Director, Citywide Aquatics Headquarters
elizabeth.benavidesaragon@lacity.org
(323) 906-7953

Alan Clemente, Aquatic Facility Manager I, Citywide Aquatics Division
alan.clemente@lacity.org
(213) 485-5559

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

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

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

28. Sub-Lease Restriction. No sub-lease for space shall take effect at the PREMISES unless approved in advance and in writing by RAP. ORGANIZATION shall require all individuals and organizations providing programs or services within the PREMISES to agree to abide by all conditions set forth in this AGREEMENT, as applicable to such programs or services.

29. Non-Discrimination. ORGANIZATION shall not discriminate unlawfully against any individual because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. ORGANIZATION shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

ORGANIZATION agrees that in the event of breach of any of the above nondiscrimination covenants, with proper notification as per Section 23, CITY shall have the right to terminate this AGREEMENT and to reenter and repossess said land and the facilities thereon and hold the same as if said AGREEMENT had never been executed.

30. Safe Practices. ORGANIZATION shall correct violations of safety practices during its PERMITTED USES immediately and shall cooperate fully and in good faith with CITY in the investigation of accidents or deaths occurring on the PREMISES. In the event of death or serious injury (requiring an emergency room hospital visit), ORGANIZATION must notify the RAP contacts referenced in Sections 23 and 24 as soon as possible but no later than twenty-four hours after the incident by telephone call with a follow-up email notice. Notice of non-serious injuries occurring on the PREMISES shall be provided to RAP within seventy-two hours. ORGANIZATION shall keep internal documentation of the incident(s) during the previous two years and provide RAP with such information upon request.

31. Suspected Child Abuse. ORGANIZATION or ORGANIZATION's parents, volunteers, agents, contractors and subcontractors, and/or any person participating in ORGANIZATION's PROGRAM or activities on the PREMISES must contact the Los Angeles County Child Protection Hotline to report any suspected child abuse on the PREMISES. ORGANIZATION will notify RAP contacts listed in Sections 23 and 24 within twenty-four hours of any such report.

32. Hazardous Substances and Environmental Sensitivity. PARTIES agree that the PREMISES shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. ORGANIZATION shall use the

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

ORGANIZATION must operate the PREMISES in an environmentally sensitive manner and must comply with RAP policies regarding protection of the environment. ORGANIZATION shall not use or allow the use of environmentally unsafe products of any kind on the PREMISES.

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

34. Force Majeure. No PARTY shall be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's reasonable control, including without limitation, the following that frustrates the purpose of this Agreement: (i) acts of God; (ii) extreme weather, flood, fire, earthquake or explosion; (iii) war, invasion, hostilities, terrorist threats or acts, riot or civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect or after the date of this Agreement; (vi) national or regional emergency; (vii) third party litigation; (viii) epidemics or pandemics; or (ix) other similar events beyond the reasonable control of the Parties.

35. Ordinances and Standard Provisions. The "Standard Provisions for City Contracts (Rev. 1/25 [v.2])" (Standard Provisions) are incorporated herein by reference and attached hereto as Exhibit E. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 1/25 [v.2])" and this AGREEMENT, the language of this AGREEMENT shall prevail. In addition, ORGANIZATION will provide documentation of compliance with all required Ordinance Provisions as determined by CITY. For purposes of the Standard Provisions, the term "Contractor" shall mean ORGANIZATION.

36. Incorporation of Documents. This AGREEMENT and incorporated documents represent the entire integrated agreement of the PARTIES and supersedes all prior

written or oral representations, discussions, and agreements. The following documents are incorporated and made a part hereof by reference.

- Exhibit A: Site Maps
- Exhibit B: Program Description
- Exhibit C: Sample Performance Report Questionnaire
- Exhibit D: Insurance Requirements and Instructions for Submission
- Exhibit E: Standard Provisions for City Contracts (Rev. 1/25 [v.2])

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 B; 4) Exhibit C; 5) Exhibit D and 6) Exhibit E.

[SIGNATURE PAGE TO FOLLOW]

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

CITY:

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

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Agreement.

By: _____
President

By: _____
Secretary

Date: _____

ORGANIZATION:

RANCHO PRESCHOOL INC., a California 501(c)(3) non-profit organization

By: _____

Title: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
Brendan Kearns, Deputy City Attorney

Date: _____

EXHIBIT A Site Maps

The PREMISES utilized by the ORGANIZATION is at the Cheviot Hills Recreation Center in Rancho Park. Pursuant to Section 1 (License to Use and Description of PREMISES) of this AGREEMENT, the PREMISES, located at 2551 Motor Avenue, Los Angeles, CA 90064, within the grounds of Cheviot Hills Recreation Center, is delineated below within the red lines. The PREMISES includes a portion of the pool building of roughly 1,700 sq. ft. The adjacent outdoor playground shall be a shared use (non-exclusive) area by the ORGANIZATION and the public. The ORGANIZATION shall vacate the PREMISES prior to the Summer Aquatic season each year and return at the end of the swim season in accordance with the Aquatic Sections' directives, pursuant to Section 5 (Days and Periods of Use) of this AGREEMENT.

Aerial view of the PREMISES displayed with a red outline.

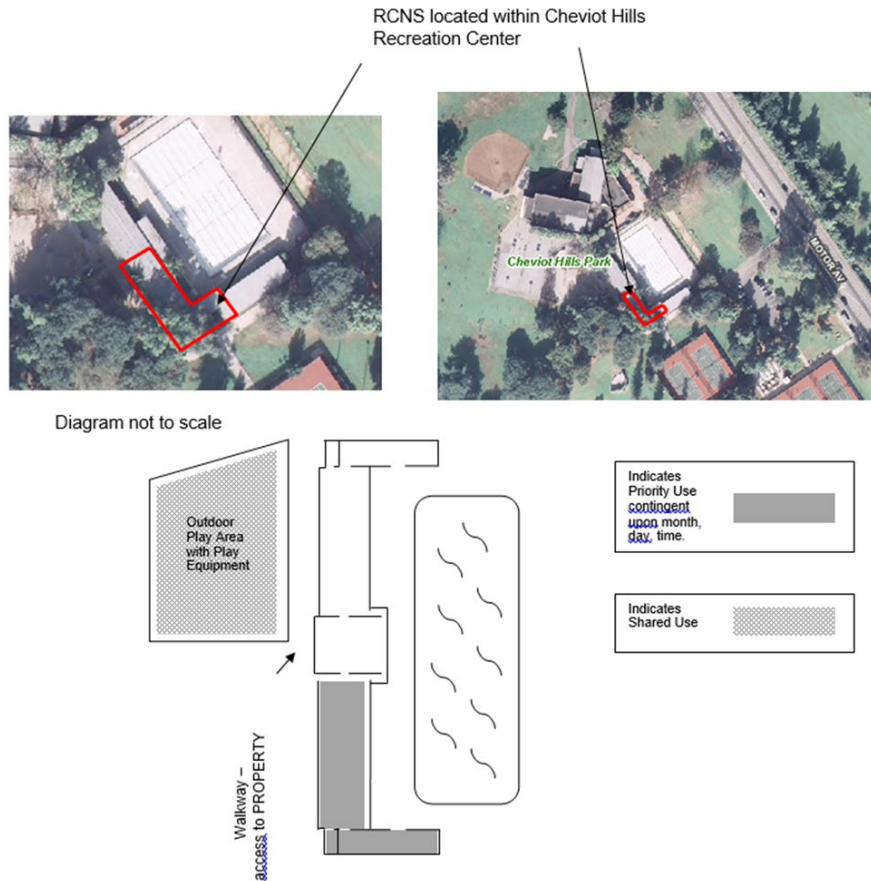


EXHIBIT B

Program Description

Rancho Preschool Inc. (ORGANIZATION, also known as Rancho Nursery School and Rancho Co-op Preschool) operates a play-based, parent participation early childhood education program from September through May, Monday-Friday, from 9:00am - 1:00pm at the premises of the Cheviot Hills Recreation Center. Children 2 years and 6 months to 5 years of age are accepted to the program with a child to adult ratio of 4:1. The length of day for younger children is 3 hours and children that are 4 years old by 9/1 spend 4 hours daily at ORGANIZATION. Children and participating parents are supervised by a director and teacher. Students engage in indoor and outdoor play, art projects, story time, singing, educational activities, and lunch. Children must be in the process of potty-training and be able to attend the program without a diaper or pull-up.

Annual tuition costs \$4,500 for older students in the 4-hour program and \$3,825 for all younger students. There is a 10% discount for enrolled siblings and financial aid is available upon request. A security deposit equaling one month's tuition (of \$425) is due for each child enrolled; this fee will be used as the student's last month tuition upon graduation. An additional fee of \$200 covers insurance and materials and is due annually for each student.

EXHIBIT C
Sample Performance Report Questionnaire

Pursuant to your Organization's Agreement with the Department of Recreation and Parks and the required periodic Performance Report, please provide responses to the following questions regarding the public services and programs provided by your organization on park property. You may include additional information as deemed necessary. Please indicate "n/a" for any question that does not apply to your organization.

You may contact the RAP Partnership Section staff at (213) 202-5600, should you have any questions.

Organization Name:

RAP Facility Address:

Organization Contact Name:

Organization Phone Number:

Time Period Covered in Performance Report:

PROGRAM SECTION

1. Describe any changes or modifications to the program that may have occurred since your last performance report:
2. How many participants were enrolled during this performance period? *Please count each participant and/or household once regardless of the number of individual activities they participate in.
3. How many of your participants are from the surrounding community? (within a 5-mile radius) *Please count each participant and/or household once regardless of the number of individual activities they participate in.
4. Number of employees:
5. Number of volunteers:
6. Is your organization able to accommodate participants who have special needs?
If YES to question, please describe what needs can be met:

FINANCIAL SECTION

1. What were the rates and fees during the performance period? Please attach a current fee schedule.

OUTREACH SECTION

1. Did your organization operate at full capacity during this review period?

2. Does your organization have a waiting list?
3. What effort did the organization make during the review period to recruit new participants?

SAFETY COMPLIANCE SECTION

1. Are your employees and volunteers fingerprinted via LiveScan for a Department of Justice background check?

ORGANIZATION COMPLIANCE SECTION

1. Is your organization still in good legal standing as a nonprofit organization with the California Secretary of State and the IRS?
If you answered NO, please explain:
2. Does your organization sublet any space to another entity?
If YES, provide the name of the sublessee and the terms of the agreement.
3. Has your organization received any complaints?
If you answered YES to question 3, please describe the situation(s) and how the complaint was addressed and resolved:
4. Were any improvements or repairs to the facility performed by the organization or RAP during the performance period?
If you answered YES, please list the date(s) and name(s) of entities involved, including RAP staff, and a description of the work that was performed.
5. Please provide the confirmation number as provided when your current insurance policy was uploaded to KwikComply.org:

COMMENTS

1. Please list the achievements or challenges that occurred during this performance period:
2. Please include any other information that may be helpful in completing your evaluation:

REQUIRED DOCUMENTS

Please upload all applicable documents:

1. Annual Profit and Loss Report
2. Annual Schedule of Events and Activities
3. Annual Budget for Upcoming Fiscal Year
4. IRS 990 form

EXHIBIT D Insurance Requirements

Form Gen. 146 (Rev. 6/12)

Required Insurance and Minimum Limits

Name: Rancho Nursery School Date: 08/12/2025

Agreement/Reference: Operation of a Parent Cooperative Preschool Program - Cheviot Hills Recreation Center

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

		Limits
<input checked="" type="checkbox"/> Workers' Compensation (WC) and Employer's Liability (EL)		
	WC <u>Statutory</u>	
	EL <u>\$ 1,000,000</u>	
<input type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	
<hr/>		
<input checked="" type="checkbox"/> General Liability	<u>City of Los Angeles must be named as an additional insured party</u>	<u>\$ 1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations	<input checked="" type="checkbox"/> Sexual Misconduct <u>1,000,000</u>	
<input type="checkbox"/> Fire Legal Liability _____		
<input checked="" type="checkbox"/> \$2,000,000 aggregate		
<hr/>		
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)		<u>1,000,000</u>
<hr/>		
<input checked="" type="checkbox"/> Professional Liability (Errors and Omissions)		<u>1,000,000</u>
<u>Discovery Period 12 months after completion of work or date of termination</u>		
<hr/>		
<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company)		
<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery	
<input type="checkbox"/> Flood _____	<input type="checkbox"/> Builder's Risk	
<input type="checkbox"/> Earthquake _____	<input type="checkbox"/> _____	
<hr/>		
<input type="checkbox"/> _____		
<hr/>		
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds		
<input type="checkbox"/> Crime Insurance		
<hr/>		
Other: <u>Provided to: Priya Macwan</u>		
<u>If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please</u>		
<u>complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at:</u>		
<u>http://cao.lacity.org/risk/InsuranceForms.htm</u>		
<u>In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their</u>		
<u>contract must adhere to the financial responsibility laws of the State of California.</u>		

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

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

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

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

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

Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.
7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.
8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.
9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.
10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.
11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.
12. **Cyber Liability & Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the CITY employees' and/or CITY customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.

EXHIBIT E
Standard Provisions for City Contracts (Rev. 1/25 [v.2])

TO BE ATTACHED SEPARATELY

ATTACHMENT A

Standard Provisions for City Contracts (Rev. 1/25 [v.2])

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 Regional Alliance Marketplace for Procurement ("RAMP") at <https://www.rampla.org/s/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **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, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, 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. 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)	
<input type="checkbox"/> Waiver of Subrogation in favor of City	<input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act
	WC _____ Statutor y EL _____
General Liability	
<input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Fire Legal Liability _____ <input type="checkbox"/>	<input type="checkbox"/> Sexual Misconduct _____
Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	
Professional Liability (Errors and Omissions)	
Discovery Period _____	
Property Insurance (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Flood _____ <input type="checkbox"/> Earthquake _____	<input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Builder's Risk <input type="checkbox"/>
Pollution Liability	
<input type="checkbox"/>	
Surety Bonds - Performance and Payment (Labor and Materials) Bonds	
Crime Insurance	
Other: _____ _____ _____	

DEPARTMENT OF RECREATION
AND PARKS

BOARD OF COMMISSIONERS

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ASSISTANT GENERAL MANAGERCHINYERE STONEHAM
ACTING ASSISTANT GENERAL MANAGERBRENDA AGUIRRE
ASSISTANT GENERAL MANAGER

(213) 202-2633

February 1, 2025

Rancho Preschool Inc.
c/o: Alla Steiner, President
2551 Motor Avenue
Los Angeles, CA 90064

TEMPORARY, REVOCABLE RIGHT OF ENTRY PERMIT TO RANCHO PRESCHOOL INC, FOR THE OPERATION AND MAINTENANCE OF A RECREATIONAL EARLY CHILD DEVELOPMENT PROGRAM AT CHEVIOT HILLS RECREATION CENTER – PERMIT NO. PD-ROE-179

Dear Ms. Steiner:

The City of Los Angeles (CITY), Department of Recreation and Parks (RAP), hereby issues this temporary, revocable right-of-entry Permit No. PD-ROE-179 (PERMIT) to Rancho Preschool Inc a 501(c)(3) California non-profit corporation, and any contractors, sub-contractors, vendors, and/or volunteers performing activities or work relative to the programs and services provided by Rancho Preschool Inc. (collectively referred to herein as "PERMITTEE") granting authorization for PERMITTEE to enter park property known as Cheviot Hills Recreation Center, located at 2551 Motor Avenue, Los Angeles, CA, 90064, and utilize the pool building and surrounding grounds ("PREMISES"), as depicted on the site plan attached hereto and incorporated herein by reference as Exhibit A, to provide recreational child development programming for the benefit and enjoyment of the general public ("PROGRAM").

Pursuant to the terms and conditions of this PERMIT, PERMITTEE is obligated and agrees to be solely responsible for all costs associated with the operation and maintenance of the PREMISES and PROGRAM during the term ("TERM") of this PERMIT, as defined Section 3 herein. PERMITTEE shall be required to obtain, at its sole expense, any and all operating permits and/or licenses that may be required in connection with its operations, including but not limited to, building permits, tax permits, business licenses, health permits, certifications, etc.



This PERMIT is issued and shall be executed with the understanding and concurrence of PERMITTEE, that the issuance of this PERMIT was performed in the anticipation of a more formal, long-term agreement being prepared and executed during, and prior to the expiration, of the TERM of this PERMIT, subject to approval by the Board of Recreation and Park Commissioners ("BOARD"), City Council, and the Office of the City Attorney. PERMITTEE is obligated and agrees to be solely responsible for all costs associated with the operation and maintenance of the PREMISES and PROGRAM.

This PERMIT is issued subject to the following conditions:

1. PERMISSION GRANTED

Permission is granted to PERMITTEE to operate the PROGRAM at the PREMISES, as described herein and in the Program Description attached hereto and incorporated herein by reference as Exhibit B, pursuant to the terms and conditions of this PERMIT and applicable RAP Policies.

2. PREMISES DEFINED

The PREMISES authorized for use by PERMITTEE consists of the pool building and surrounding grounds, located within City owned, dedicated park property known as Cheviot Hills Recreation Center ("PARK"), located at 2551 Motor Avenue, Los Angeles, CA 90064, as depicted by the site plan attached hereto as Exhibit A.

Primary Use Area: As depicted by Exhibit A, the Primary Use Area for PROGRAM purposes, shall include the approximate 1,700 sq. ft. of the Men's Pool Locker Room, including an indoor restroom, located on the south side of PARK, adjacent to PARK's outdoor playground.

Shared Use Area: As depicted by Exhibit A, the outdoor playground shall be a shared use area by PERMITTEE and the public during PERMITTEE's normal operating hours, as specified in Section 5 below.

3. PERMIT TERM

The performance period for PERMITTEE's authorized use of the PREMISES (referred herein as "TERM") shall be (12) months from February 1, 2025 to January 31, 2026, or upon execution of a formal long-term agreement whichever occurs first, subject to PERMITTEE's compliance with terms and conditions of this PERMIT.

4. PERMITTED USES, OBLIGATIONS and RESTRICTIONS

The PREMISES shall be used by PERMITTEE for PROGRAM purposes only, during the months, days, and operating hours specified in Section 5 below.

PERMITTEE is authorized to use the PREMISES in accordance with the following conditions:

- A. PERMITTEE shall be responsible for all costs related to the operation of the PROGRAM throughout the TERM, and shall be responsible for the payment of related Cost Recovery Reimbursement Fees to RAP, as specified in Section 8 below.
- B. PERMITTEE shall provide all equipment, supplies, and materials for the PROGRAM, at no cost to RAP.
- C. Alcoholic Beverages. The dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to alcoholic beverages) shall not be permitted on the PREMISES.
- D. Provide sufficient staff and/or volunteers necessary to perform the operation of the PROGRAM, including the provision of services as agreed to herein, providing all materials, supplies, equipment, and funds necessary to operate to the reasonable satisfaction of CITY.
- E. PERMITTEE is solely responsible for creating and enforcing protocols ensuring all persons participating in PROGRAM activities on the PREMISES comply with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors, and subcontractors engaging in the PERMITTED USES described herein, including maintenance, such as, certifications, licensing, California DOJ background checks, LiveScan fingerprinting, and including, but not limited to compliance with California Assembly Bill 506. PERMITTEE shall, at its sole expense, obtain and maintain information and documentation verifying its compliance with this provision and the results of such compliance and provide such information and documentation to RAP upon request.
- F. PERMITTEE shall comply with all RAP policies and procedures as well as all Federal, State, County, and local regulations, ordinances, orders, and mandates, including but not limited to health and safety ordinances, orders and guidelines and background checks and fingerprinting for any volunteer or paid staff participating in the PROGRAM on the PREMISES, throughout the TERM of this PERMIT. In doing so, PERMITTEE shall maintain regular communication with RAP staff to ensure PERMITTEE's compliance with such policies, procedures, regulations, orders and requirements, and PERMITTEE shall be solely responsible for all costs related to ensuring such compliance.

5. DAYS AND PERIODS OF USE

PERMITTEE shall be entitled to use the PREMISES to operate the PROGRAM during the times specified herein (PERMITTED TIMES).

A. PERMITTED TIMES of use coincide roughly with the Los Angeles Unified School District (LAUSD) traditional school year, which typically occurs from September through May of each year. Notwithstanding the foregoing, the PERMITTED TIMES shall be subject to and not include those times reserved for RAP's Aquatics Division programming schedule for the summer pool season.

- i. PERMITTED TIMES are 8:30 a.m. to 2:00 p.m., Monday through Friday. PROGRAM hours run from 9:30 a.m. to 12:30 p.m. PERMITTEE shall be allowed to enter PREMISES one (1) hour before and stay one hour and a half (1.5) hours after operation times for set-up and clean-up purposes.
- ii. PERMITTEE will be allowed to conduct Board/Parent meetings, between the hours of 12:30 p.m. to 7:00 p.m., Monday through Friday, but limited to two (2) times per month;
- iii. PERMITTEE will be allowed to conduct fundraising events one (1) weekend quarterly, between the hours of 8:00 a.m. to 4:30 p.m., Saturday or Sunday, with thirty (30) days prior written approval from RAP.
- iv. PERMITTEE will be allowed to conduct maintenance and/or moving during open park hours from 9:00 a.m. to 10:00 p.m. Saturday - Sunday, with thirty (30) days prior written approval from RAP.

B. PERMITTEE is aware that the PARK recreation center operating hours are:

9:00 a.m. – 10:00 p.m., Monday through Friday;
9:00 a.m. – 5:00 p.m., Saturdays; and,
10:00 a.m. – 5:00 p.m., Sundays.

Additionally, PARK's staff are unavailable on Federal Holidays. The PARK recreation center is subject to closures at the sole discretion of RAP.

C. PERMITTEE has permission to enter premises in coordination with RAP's Aquatics staff use of the PREMISES.

D. Subject to the foregoing paragraph above, PERMITTEE is aware that the RAP Aquatics Division operates an open pool program for the general public

during the summer months of the year, acknowledges that the RAP Aquatics program has priority of use of the PREMISES, and agrees to utilize PREMISES under the following conditions:

- i. RAP Aquatics staff shall be allowed access to PREMISES at least three (3) weeks prior to the end of the LAUSD school year to prepare the pool and related facilities to be opened for use by the public. Should Aquatics and/or RAP maintenance staff find that any needed repairs and/or maintenance work would require PERMITTEE to vacate PREMISES to accommodate such repairs, PERMITTEE shall cooperate and comply with such requests from RAP staff, whether temporary, until the start of the next school year, or otherwise.
 - ii. PERMITTEE will vacate PREMISES for the summer aquatics program and remove all its furniture and belongings either prior to the filling of the pool with water or opening day of the pool to the public, subject to prior coordination with RAP Aquatics staff. Opening day normally takes place during the weekend following the last day of school based on LAUSD's school year calendar.
 - iii. PERMITTEE will be allowed back on PREMISES after the pool has closed for the season to the public, which takes place during the weekend prior to the first day of school and after pool has been fully drained (which might take up to seven days), subject to determination by RAP Aquatics staff.
- E. Generally, PREMISES shall not be utilized by both RAP and PERMITTEE at the same time. However, if PERMITTEE desires to utilize PREMISES while the pool is being drained (which might take up to seven days), PERMITTEE must obtain prior approval from RAP's Aquatic Staff and obtain a RAP Aquatics monitor during the draining process, contingent upon availability. If an Aquatics Staff is available, PERMITTEE must reimburse RAP the cost of staff time at the hourly-fully burdened rate of an Aquatics Monitor for the hours the Aquatics Monitor needs to be present and on duty while PERMITTEE is utilizing PREMISES.
- F. PERMITTEE shall not be allowed onto the PREMISES without RAP's prior written authorization, during hours other than those authorized above.
- G. PERMITTEE shall cooperate with RAP personnel and staff on all matters relative to the conduct of operations or any activity, event, and/or special use, including concerns related to parking, traffic, security, and attendance.

6. PARKING

During the TERM of this PERMIT and during PERMITTED TIMES specified in Section 5 of this PERMIT, PERMITTEE, its staff, and public patrons and/or guests, whether or not involved in PERMITTEE activities within the PREMISES, shall have the non-exclusive right without charge to park vehicles within any available parking spaces on a first-come-first-served basis. Exclusive or designated parking shall not be allowed. The parking lot is shared with the public and RAP staff.

7. MAINTENANCE OF PREMISES

During the TERM of this PERMIT, and subject to the terms and conditions contained herein, PERMITTEE, at its sole cost and expense, shall maintain the PREMISES in a good working condition and repair as needed, and shall perform such functions of maintenance and/or repair of the PREMISES as described herein.

- A. PERMITTEE accepts PREMISES in its current condition and hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the PREMISES or which may otherwise arise by reason of the use of PREMISES, and releases and discharges the CITY from any claims therefore. CITY shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the PREMISES, nor any appliance or fixture thereon, whether installed by CITY or PERMITTEE, and regardless of cause.
- B. PERMITTEE, in performing all required maintenance and repair of the PREMISES, shall provide all staff, materials, supplies, equipment, and funds necessary to perform such maintenance and repair appropriately to the satisfaction of RAP, whether through PERMITTEE personnel or contracted vendors. However, all required repairs shall be performed by qualified personnel, subject to applicable certifications and licenses as determined by RAP. All maintenance and/or repairs shall be performed to the reasonable satisfaction of CITY and in consultation with RAP. Prior review and written approval by RAP is required before any such repair work is performed, with the exception of emergencies and matters impacting public safety.
- C. PERMITTEE shall perform the following maintenance duties on a daily basis:
 - i. Maintain PREMISES in a clean condition removing all debris and trash, preventing such trash and/or debris from accumulating upon said PREMISES such that it is clearly visible to public view;

- ii. Pick up and dispose of trash and debris whether by PERMITTEE activity or activity of a contracted vendor;
 - iii. Maintain PREMISES in a manner that is consistent and in compliance with all Federal, State, County and local regulations, orders and guidelines.
- D. PERMITTEE shall ensure that no offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, is permitted or allowed to remain on PREMISES.
- E. PERMITTEE shall be responsible for securing PERMITTEE's equipment and materials at the PREMISES during PERMITTED TIMES and ensuring the same during non-operating hours. CITY and/or RAP shall not be responsible for the security of PERMITTEE personal property before, during, or after PERMITTED TIMES.
- F. PERMITTEE shall immediately repair, or cause to be repaired, any damages to the PREMISES which occur during PERMITTEE's operations and/or are a risk to public safety, or that is caused by PERMITTEE's contractors or vendors. PERMITTEE acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the PREMISES immediately cease. To the extent that needed repairs are not made, PERMITTEE waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.
- G. PERMITTEE shall be responsible for providing and funding all as-needed maintenance services, including but not limited to custodial service, response to infestations, and any maintenance and repair resulting from vandalism and/or graffiti within the PREMISES.
- H. RAP shall grant utility service connections as may be necessary for PERMITTEE's successful operation of the PROGRAM, provided that the granting of said connections shall be at no cost to CITY. PERMITTEE shall reimburse RAP when required, through the payment of Cost Recovery Reimbursement Fees as noted in Section 8 of this PERMIT. Should RAP determine that certain utility preventive maintenance and/or repair work is required to be performed outside of the PREMISES which may impact such utility services to the PREMISES, RAP will provide PERMITTEE with reasonable advance notice. However, in such cases involving an immediate emergency response by RAP, RAP shall not be held liable for any loss of revenue or interruption of the PROGRAM, if advance notice to the PERMITTEE is not possible in a timely manner.

- I. **City Not Obligated to Maintain or Repair.** Except as may be expressly provided in this PERMIT, in no event shall CITY be required to repair or obligated to perform any maintenance, or to make any repairs, changes, alterations, additional, improvements or replacements of any nature whatsoever, on the PREMISES or the improvements thereon, or any part thereof, at any time during the TERM of this PERMIT.
- J. **Repairs by CITY.** If PERMITTEE requests CITY to provide any repairs, services or maintenance, PERMITTEE shall pay for such repairs, services, or maintenance at actual cost, including costs incurred by City, as determined by RAP. CITY may require a cash deposit in advance.
- K. **Alterations and Improvements.**
No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PREMISES without prior written authorization by CITY. PERMITTEE shall provide CITY with detailed information and specifications for review and written approval by CITY, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by CITY. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of PERMITTEE.

8. CONSIDERATION

Pursuant to the terms and conditions of this PERMIT, the consideration for this PERMIT in exchange for PERMITTEE's use of the PREMISES, shall be the provision of PROGRAM for the benefit of the general public at no cost to the CITY, including but not limited to, PERMITTEE's maintenance and/or repair of the PREMISES. CITY shall have no responsibility for payment of any charges related to the provision of the PROGRAM by PERMITTEE at the PREMISES. Additionally, PERMITTEE's use of the PREMISES shall be subject to applicable BOARD approved cost recovery reimbursement fees, as described below.

- a. **Cost Recovery Reimbursement Fee.** During the TERM of the PERMIT, PERMITTEE shall pay a Cost Recovery Reimbursement Fee ("CRRF") to RAP for costs incurred by RAP, which are associated with PERMITTEE's use of the PREMISES and not paid directly to respective service providers, as further described below. The CRRF shall be One Hundred Eight-One Dollars (\$181.00) per month. The amount may be subject to change with advance written notice from RAP to PERMITTEE no less than sixty (60) calendar days. A breakdown of the total CRRF is provided below in each CRRF category. The following is an itemization of each CRRF category with corresponding individual fees which together sum to the total CRRF amount above.

- b. **Utilities.** Pursuant to RAP policy regarding utility payments for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the BOARD on July 13, 2011 (Report No. 11-202), the cost of utility services used by PERMITTEE's operations at the PREMISES (electricity, water) shall be the sole responsibility of PERMITTEE. Such utility expenses shall be reimbursed to RAP by PERMITTEE through CRRF payments described above. The monthly CRRF for Utility services is Twenty-Five Dollars (\$25.00), which is included in the total monthly CRRF amount in paragraph 8(a) above.
- c. **Trash and solid waste disposal.** Pursuant to RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborations, approved by the BOARD on February 1, 2012 (Report No. 12-028), removal of waste, trash and recyclables related to PERMITTEE's operations at the PREMISES shall be at the sole expense of the PERMITTEE. Waste disposal services may be either obtained by PERMITTEE through services provided by a non-CITY provider with related expenses paid directly to such service provider, or through CITY provided waste management services, with such expenses recovered by RAP through CRRF reimbursements. The monthly CRRF for trash and solid waste disposal is Thirty-Six Dollars (\$36.00), which is included in the total monthly CRRF amount in paragraph 8(a) above.
- d. **Staff Impact.** Pursuant to RAP policy regarding Staff Impacts, related to the impact on RAP staff by non-profit organization's activities and operations on park property, approved by the BOARD on July 19, 2012 (Report 12-217), PERMITTEE shall pay RAP a monthly Staff Impact Fee in the amount of One-Hundred Twenty Dollars (\$120.00), which is included in the total monthly CRRF amount in paragraph 8(a) above.
- e. **Telephone and data lines.** PERMITTEE shall be responsible for the cost of telephone and data lines utilized on the PREMISES, and shall pay the service provider directly for such services. CITY shall bear no costs in regards to the telephone and data lines used by PERMITTEE on the PREMISES.
- f. **Cost Recovery Reimbursement Fee Payments.** Payment of Cost Recovery Reimbursement Fees shall be by check, money order, or cashier check made payable to "City of Los Angeles Department of Recreation and Parks." PERMITTEE is wholly responsible for timely payment of CRRF regardless of written notification, which is not required. Payments are to be mailed to:

City of Los Angeles Department of Recreation and Parks
Attention: Partnership Section
221 North Figueroa Street, Suite # 180
Los Angeles, California 90012

9. INSURANCE

PERMITTEE, their contractors, and sub-contractors, is/are insured and shall additionally insure CITY for the coverage(s) specified on Form 146R, attached hereto and incorporated herein by reference as Exhibit B. PERMITTEE shall maintain during the TERM of this PERMIT, evidence of insurance acceptable to City Administrative Officer (CAO) Risk Management, prior to PERMITTEE's occupancy and use of the PREMISES.

Instructions for completing, executing, and submitting evidence of insurance to the City Risk Manager are attached hereto and incorporated herein by reference as Exhibit C.

10. INDEMNIFICATION

Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, PERMITTEE shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, (1) attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by CITY, including but not limited to, costs of experts and consultants), (2) damages or liability of any nature whatsoever, (3) for death or injury to any person, including PERMITTEE's employees and agents, or (4) damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by OPTONS, its subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this PERMIT. This provision will survive expiration or termination of this PERMIT.

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

11. WAIVER OF DAMAGES

PERMITTEE hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the PREMISES or which may otherwise arise by reason of the use of PREMISES pursuant to this PERMIT, and releases and discharges the CITY from any claims therefore.

12. PERMIT NOTIFICATIONS

Should PERMITTEE desire modifications to this PERMIT, time extensions, or require additional work to be performed, etc., such requests for said modifications and/or additions shall be submitted in writing to:

City of Los Angeles Department of Recreation and Parks
c/o Partnership Section
221 North Figueroa Street, Suite #180
Los Angeles, California 90012

Phone: (213) 202-5600
Email: rap.partnerships@lacity.org

13. PRIMARY CONTACTS

PERMITTEE's primary contact shall be:

Ms. Carey Begbie Westerfield, Director
P.O. Box 641432
Los Angeles, CA 90064
Phone: (310) 346-5952
E-mail: director@ranchopreschool.la

Ms. Alla Steiner
Board President
Phone: (424) 386-9918
Email: allasteiner@gmail.com

RAP's primary contacts shall be:

Patrick Russell, Acting Recreation Facility Director
Cheviot Hills Recreation Center
2551 Motor Ave.
Los Angeles, CA 90064
Phone: (310) 837-5186
Email: patrick.russell@lacity.org

Elizabeth (Ely) Benavides-Aragon, Aquatic Facility Manager III,
Citywide Aquatics Division
Phone: (213) 485-5559 / (213) 485-4899
Email: Elizabeth.BenavidesAragon@lacity.org

Alan Clemente, Aquatic Facility Manager I
Citywide Aquatics Division
Phone: (213) 485-5559
Email: Alan.Clemente@lacity.org

14. RATIFICATION

At the request of RAP, and because of the need therefore, PERMITTEE began performance of the responsibilities herein required, prior to the execution hereof. By execution of this PERMIT, RAP hereby accepts such service(s) and related activities, subject to all the terms, covenants, and conditions of this PERMIT, and ratifies its agreement with PERMITTEE and authorization for such services and activities to occur as stated herein.

15. REVOCATION OF PERMIT

RAP may revoke this PERMIT at any time should PERMITTEE not comply with the terms and conditions contained herein, or for reasons beyond RAP's control, due to emergency, or convenience. Upon receipt of a written notice of revocation, PERMITTEE agrees to discontinue occupancy of the PREMISES and/or any activity being performed on or within the PREMISES.

16. ENTIRE PERMIT

This PERMIT sets forth all of the rights and duties of the PARTIES with respect to the subject matter hereof, and replaces any and all previous permits or understandings, whether written or oral, relating thereto.

17. NON-DISCRIMINATION

PERMITTEE shall not discriminate unlawfully against any individual because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. PERMITTEE shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

PERMITTEE agrees that in the event of breach of any of the above nondiscrimination covenants, with proper notification as per Section 14, RAP shall have the right to terminate this PERMIT and to reenter and repossess said

land and the facilities thereon and hold the same as if said PERMIT had never been executed.

18. HAZARDOUS SUBSTANCES AND ENVIRONMENTAL SENSITIVITY

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

PERMITTEE must operate the PREMISES in an environmentally sensitive manner and must comply with RAP policies regarding protection of the environment. PERMITTEE shall not use or allow the use of environmentally unsafe products of any kind on the PREMISES.

19. FORCE MAJEURE

No PARTY shall be deemed to have defaulted under shall be deemed to have defaulted under or breached this PERMIT, for any failure or delay in fulfilling or performing any term of this PERMIT when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's reasonable control, including without limitation, the following that frustrates the purpose of this PERMIT: (a) acts of God; (b) extreme weather, flood, fire, earthquake or explosion; (c) war, invasion, hostilities, terrorist threats or acts, riot or civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect or after the date of this PERMIT; (f) national or regional emergency; (g) third party litigation; (h) epidemics or pandemics; or (i) other similar events beyond the reasonable control of the Parties.

20. ACCEPTANCE

To indicate PERMITTEE's acceptance of the terms and conditions herein, an authorized representative of PERMITTEE must sign on signature block below, retain a copy for PERMITTEE's files, return the signature page with the original signature to the Partnership Section at the address stated in Section 12, and have filed evidence of required insurance with the City Risk Manager as indicated in Section 9 of this PERMIT.

Sincerely,

A handwritten signature in black ink, appearing to read "Mariana Valdivia", with a stylized flourish at the end.

MARIANA VALDIVIA
Chief Management Analyst
Partnerships

MV/JA:ab

Attachments: Exhibit A: Site Map
Exhibit B: Program Description
Exhibit C: Insurance Requirements and Submission Instructions

[SIGNATURE EXECUTION PAGE FOLLOWS]

SIGNATURE EXECUTION PAGE

TEMPORARY, REVOCABLE RIGHT OF ENTRY PERMIT TO RANCHO PRESCHOOL INC FOR THE OPERATION OF A RECREATIONAL CHILD DEVELOPMENT AND PRESCHOOL PROGRAM AT CHEVIOT HILLS RECREATION CENTER – PERMIT NO. PD-ROE-179

As the authorized representative of Rancho Preschool Inc, I hereby accept the terms and conditions of the Right of Entry Permit contained herein:



Permittee Signature

2/12/25

Date

Carey Begbie Westerfield

Permittee Name (print)

Director

Title

PERMIT VALIDATION:

2/1/2025

Permit Validation Date



Signature

2/13/2025

Date

Adriana Bautista

RAP Representative Name

Management Assistant

Title

EXHIBIT A

Site Map

Rancho Preschool Inc (PERMITTEE)'s PROGRAM is operated at the Cheviot Hills Recreation Center in Rancho Park. Pursuant to Section 1 of this PERMIT, the PREMISES, located at 2551 Motor Avenue, Los Angeles, CA 90064, within the grounds of Cheviot Hills Recreation Center, is delineated below within the red lines. The PREMISES includes a portion of the Aquatics Division pool building of roughly 1,700 sq. ft. The adjacent outdoor playground shall be a shared use (non-exclusive) area by Rancho Preschool Inc and the public.

RCNS located within Cheviot Hills
Recreation Center



Diagram not to scale

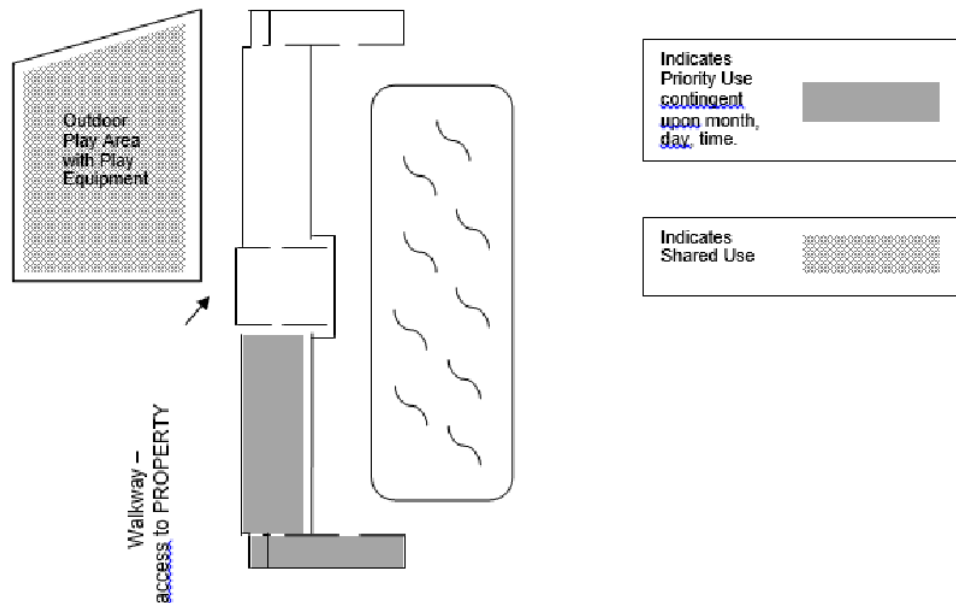


EXHIBIT B

Program Description

Rancho Preschool Inc (PERMITTEE) operates a play-based, parent participation early childhood education program from September through May, Monday-Friday, from 9:30 am - 12:30 pm at the premises of the Cheviot Hills Recreation Center (as defined in Exhibit A). Children 2 years and 5 months to Kindergarten-ready age children are accepted to the program with a child to adult ratio of 4:1. Children are supervised and led by participating parents to engage in indoor and outdoor play, art projects, story time, singing, educational activities, and lunch. Children must be in the process of potty-learning and be able to attend the program without a diaper or pull-up.

Monthly tuition per child costs \$425, due on the 1st of each month. There is a 10% discount for enrolled siblings and financial aid is available upon request. A security deposit equaling one month's tuition (of \$425) is due for each child enrolled; this fee will be used as the student's last month tuition upon graduation. An additional fee of \$200 covers insurance and materials and is due annually for each student.

Exhibit C

Insurance Requirements

Form Gen. 146 (Rev. 6/12)

Required Insurance and Minimum Limits

Name:	Rancho Preschool Inc.	Date:	02/01/2024
Agreement/Reference: ROE - Operation and Maintenance of a Recreational Early Child Development Program, Cheviot Hills RC			
Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.			
			Limits
<input checked="" type="checkbox"/> Workers' Compensation (WC) and Employer's Liability (EL)			
			WC <u>Statutory</u>
			EL <u>1,000,000</u>
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City			
<input type="checkbox"/> Longshore & Harbor Workers			
<input type="checkbox"/> Jones Act			
<hr/>			
<input checked="" type="checkbox"/> General Liability City of Los Angeles must be named as an additional insured party <u>1,000,000</u>			
<input checked="" type="checkbox"/> Products/Completed Operations			
<input type="checkbox"/> Fire Legal Liability			
<input checked="" type="checkbox"/> Sexual Misconduct <u>1,000,000</u>			
<input checked="" type="checkbox"/> with \$2,000,000 aggregate			
<hr/>			
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work) <u>1,000,000</u>			
<hr/>			
<input type="checkbox"/> Professional Liability (Errors and Omissions)			
Discovery Period <u>12 months after completion of work or date of termination</u>			
<hr/>			
<input type="checkbox"/> Property Insurance (to cover replacement cost of building - as determined by insurance company)			
<input type="checkbox"/> All Risk Coverage			
<input type="checkbox"/> Flood			
<input type="checkbox"/> Earthquake			
<input type="checkbox"/> Boiler and Machinery			
<input type="checkbox"/> Builder's Risk			
<hr/>			
<input type="checkbox"/>			
<input type="checkbox"/>			
<hr/>			
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds			
<input type="checkbox"/> Crime Insurance			
<hr/>			
Other: <u>Provided to: Adriana Bautista</u>			
<u>If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: http://cao.lacity.org/risk/InsuranceForms.htm</u>			
<u>In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.</u>			

(Rev. 05/18)

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

(Share this information with your insurance agent or broker)

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

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

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

6. **General Liability** insurance covering your operations (and products, where applicable) is required whenever the CITY is at risk of third-party claims which may arise out of your work or your presence or special event on City premises. **Sexual Misconduct** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of CITY premises. Information on two CITY insurance programs, the SPARTA program, an optional source of low-cost insurance which meets the most minimum requirements, and the Special Events Liability Insurance Program, which provides liability coverage for short-term special events on CITY premises or streets, is available at (www.2sparta.com), or by calling (800) 420-0555.

7. **Automobile Liability** insurance is required only when vehicles are used in performing the work of your Contract or when they are driven off-road on CITY premises; it is not required for simple commuting unless CITY is paying mileage. However, compliance with California law requiring auto liability insurance is a contractual requirement.

8. **Errors and Omissions** coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with the circumstances of the individual job.

9. **Workers' Compensation and Employer's Liability** insurance are not required for single-person contractors. However, under state law these coverages (or a copy of the state's Consent To Self-Insure) must be provided if you have any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement (<http://cao.lacity.org/risk/InsuranceForms.htm>). A **Waiver of Subrogation** on the coverage is required only for jobs where your employees are working on CITY premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover (from the CITY) any workers' compensation paid to an injured employee of the contractor.

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during

construction projects and should include building materials in transit and stored at the project site.

11. **Surety** coverage may be required to guarantee performance of work and payment to vendors and suppliers. A **Crime Policy** may be required to handle CITY funds or securities, and under certain other conditions. **Specialty coverages** may be needed for certain operations. For assistance in obtaining the CITY required bid, performance and payment surety bonds, please see the City of Los Angeles Contractor Development and Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

12. **Cyber Liability and Privacy** coverage may be required to cover technology services or products for both liability and property losses that may result when a CITY contractor engages in various electronic activities, such as selling on the Internet or collecting data within its internal electronic network. Contractor's policies shall cover liability for a data breach in which the City employees' and/or City customers' confidential or personal information, such as but not limited to, Social Security or credit card information are exposed or stolen by a hacker or other criminal who has gained access to the CITY's or contractor's electronic network. The policies shall cover a variety of expenses associated with data breaches, including: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft. The policies are required to cover liability arising from website media content, as well as property exposures from: (a) business interruption, (b) data loss/destruction, (c) computer fraud, (d) funds transfer loss, and (e) cyber extortion.