

**REQUEST FOR PROPOSALS
FOR THE MANAGEMENT AND OPERATION OF
A RECREATIONAL CHILD DEVELOPMENT
AND CHILDCARE CENTER
AT BELLEVUE RECREATION CENTER**

EXHIBIT E

**SAMPLE CONTRACT FOR THE MANAGEMENT AND
OPERATION OF A RECREATIONAL CHILD DEVELOPMENT
AND CHILDCARE CENTER**

NOTE: This Sample Contract will be revised to include items from the submitted proposal, approved by the City of Los Angeles as part of the proposal process and award of a contract.

**SAMPLE CONTRACT
BETWEEN
THE DEPARTMENT OF RECREATION AND PARKS
AND
NAME OF CONTRACTOR
FOR THE
OPERATION AND OF A RECREATIONAL CHILD DEVELOPMENT
AND CHILD CARE CENTER
AT BELLEVUE RECREATION CENTER**

This operations and maintenance contract (“CONTRACT”) is entered into as of _____, 20____, by and between the City of Los Angeles (“CITY”), a municipal corporation acting by and through its Board of Recreation and Park Commissioners (“BOARD”) and **NAME OF CONTRACTOR** for the operation and maintenance of a Recreational Child Development and Childcare Center at Bellevue Recreation Center. CITY and **NAME OF CONTRACTOR** may be referred to herein individually as “PARTY” or collectively as “PARTIES”.

WHEREAS, CITY, through the Department of Recreation and Parks (“RAP”), owns and operates real property commonly known as Bellevue Recreation Center (“PARK”), located at 826 N. Lucille Avenue, Los Angeles, California 90026; and

WHEREAS, CITY has allocated a portion of the PARK, which includes a fenced enclosure with two (2) connected modular building and open areas (“CENTER”), with a street address of 3625 Marathon Street, Los Angeles, California 90026, for the operation and maintenance of a recreational child development and childcare center; and

WHEREAS, on **DATE** the BOARD approved a Request for Proposals process in order to identify a responsive and responsible operator to maintain the CENTER in a safe and sanitary condition, and provide recreational child development programs and licensed childcare services at the CENTER in accordance with RAP guidelines and policies (Board Report No. **XX-XXX**); and

WHEREAS, on **DATE, NAME OF CONTRACTOR**, submitted a proposal to operate and maintain the CENTER as requested in the RFP; and

WHEREAS, on **DATE**, the BOARD approved the proposal as submitted by **NAME OF CONTRACTOR** and contract ward to operate and maintain the CENTER in accordance with the terms and conditions of this CONTRACT (Board Report No. **XX-XXX**); and

WHEREAS, **NAME OF CONTRACTOR** agrees to fulfill the obligations and commitments described in the RFP, in accordance with the terms and conditions contained herein for the benefit of the needs of the community and patrons of the CENTER.

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

SECTION 1 – DEFINITIONS

CENTER: The portion of Bellevue Recreation Center designated for the operation of a child care and recreational child development center, located at 3625 Marathon Street, Los Angeles, California 90026.

PARK: Bellevue Recreation Center, located at 826 N. Lucille Avenue, Los Angeles, California 90026.

CITY: The City of Los Angeles, a municipal corporation.

CONTRACTOR: **The Selected Contractor**

BOARD: The Board of Recreation and Park Commissioners of the City of Los Angeles.

RAP: The Department of Recreation and Parks of the City of Los Angeles.

GM: General Manager of the Department of Recreation and Parks, or his or her designee

SECTION 2 - PARTIES TO CONTRACT AND REPRESENTATIVES

2.1 The Parties to this CONTRACT are:

CITY: The City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners, GM or designee.

CONTRACTOR: **TO BE SELECTED**

2.2 The representatives of the PARTIES who are authorized to administer this CONTRACT and to whom formal notices, demands, and written communications shall be given are as follows:

CITY

Name: Department of Recreation and Parks
Title: General Manager or Designee
Address: 221 N. Figueroa Street, Suite 350, Los Angeles, CA 90012
Telephone: (213) 202-2633
Fax Number: (213) 202-2614

CONTRACTOR

Name:
Title:
Address:
Telephone Number:
Fax Number:
E-Mail:

2.3 Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested or through electronic mail (E-Mail), facsimile, or hard copy and shall be deemed communicated as of the date of receipt.

2.4 If the name of the person(s) designated to receive the notices, demands or communications, or the address or other pertinent information of such person is changed, written notice shall be given to the other party within ten (10) working days of such change.

2.5 The RAP Partnership Division Staff identified below shall be the main contact for CONTRACTOR with regard to the administration of this CONTRACT:

CITY

Name: Partnership Division
Attn: Joel Alvarez or Successor/Designee
Title: Senior Management II
Address: 3900 Chevy Chase Drive, Los Angeles, CA 90039
Telephone Number: (818) 243-6488
Fax Number: (818) 243-6447

CITY shall provide CONTRACTOR with the name and applicable information of the person(s) designated to act as their main contact, if there is a change in personnel identified above.

SECTION 3 - TERM OF CONTRACT

The term of this CONTRACT ("TERM") shall be effective upon attestation by the City Clerk and shall become operational as of DATE. This CONTRACT shall expire following the completion of the initial Five (5) year TERM on DATE.

Upon mutual consent of both PARTIES, the TERM may be extended for one (1) additional Five (5) Year Option, subject to the sole discretion of the GM, which if exercised shall expire on DATE. Neither CITY, nor any BOARD member, officer, or CITY employee thereof shall be liable in any manner to CONTRACTOR because of any action taken to revoke, decline to exercise an option, or disapprove a renewal of the CONTRACT.

SECTION 4 - CENTER DESCRIPTION

CENTER is located at 3625 Marathon Street, Los Angeles, California 90026, within the grounds of the PARK, adjacent to the parking lot and PARK entrance on Marathon Street. A Site Map of the CENTER and PARK is attached hereto and incorporated herein by reference as EXHIBIT A.

The CENTER consists of approximately 7,500 square feet of fence-enclosed area containing two (2) connecting octagonal shaped modular classroom structures and an outdoor area with play equipment and a storage shed. The interior of the buildings include two (2) classrooms (approximately 787.55 sq. ft. each), two (2) children's restrooms and one (1) adult restroom, office space and storage space, a kitchen, teacher's area, and classroom supplies area. The CENTER is capable of being licensed by the State of California for up to forty (40) children, and shall enroll a minimum of forty (40) children. The CENTER is furnished and equipped to serve children ages two (2) through five (5) years old, allowing for part-time and full-day recreational development and childcare sessions.

The equipment, hardware, furnishings, materials and supplies owned by CITY will remain with CENTER for use by the CONTRACTOR. Any equipment, hardware, furnishings, materials and supplies purchased by CONTRACTOR with CITY funds or with funds from parent fundraising activities generated at the CENTER shall be owned by CITY, and will remain with CENTER upon expiration or termination of this CONTRACT. Any equipment, hardware, furnishings, materials and supplies purchased by CONTRACTOR with its own funding (neither provided by CITY or from on-site

fundraising activities) shall be owned by CONTRACTOR and not become a fixture of the CENTER.

Parking is shared with Park patrons and the public on a first-come, first-served basis. There are no reserved or designated park spaces.

SECTION 5 - CITY'S PHILOSOPHY ON CHILD CARE

CITY's philosophy on recreational child development and childcare is that the CENTER should provide children with a safe, caring, nurturing, and consistent environment to develop through recreational programs and activities in conjunction with licensed childcare services. Children should be treated with respect to their interest(s) and allowed to grow and develop according to their own schedule and needs.

The overall experience the children receive at the CENTER should enrich their lives socially, physically, and emotionally.

SECTION 6 - CONTRACTOR'S RESPONSIBILITIES

The following are CONTRACTOR's responsibilities for managing and operating the CENTER:

6.1 General Operation

CONTRACTOR shall manage and operate a recreational child development program and provide childcare services at the CENTER year-round during days and hours specified in Section 6.2 below, for a licensed capacity of forty (40) children, ages 2 years to 5 years.

6.2 Hours and Days of Operation

The hours and days of operation of the CENTER for child care and recreational development services shall be from 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding City-recognized holidays. (Current City-recognized holidays are: New Year's Day; Martin Luther King Jr. Birthday; Washington's Birthday; Cesar Chavez Birthday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans Day; Thanksgiving; Friday after Thanksgiving; and, Christmas Day.)

6.3 Operating Responsibilities

CONTRACTOR shall manage and operate the CENTER in a manner consistent with CITY's philosophy on recreational child development and childcare, as set forth above. In addition to the recreational programs and childcare services set forth in this CONTRACT, CONTRACTOR is responsible for maintaining CENTER's operating income through the collection of CENTER fees pre-approved by the BOARD in writing, and must fully accept any and all risk of

operating losses associated with the operation of the CENTER. CONTRACTOR may not use the facility for any other purpose besides recreational child development and licensed childcare services.

CONTRACTOR Shall:

- a) Establish a Center philosophy and program that promote the best practices in the field of early child development and are consistent with the CITY's Philosophy, as set forth in this CONTRACT.
- b) Establish and maintain recreational child development and childcare programs with effective procedures to ensure the health, safety, and security for all persons while they are involved in the CENTER's activities.
- c) Have primary responsibility to ensure that the CENTER is a safe and healthy environment that meets the regulations of Title 22 of the California Code of Regulations (CCR), including notifying the BOARD of any conditions at the CENTER that may put the CENTER at risk of regulatory violation.
- d) Maintain a State of California Childcare License for the CENTER in good-standing, and on an ongoing basis meet or exceed the licensing requirements of Title 22, Division 12 of the CCR, Community Care Licensing Division for the CENTER. CONTRACTOR shall ensure that a copy of the current, updated License is provided to RAP.
- e) Be responsible to obtain and maintain in good-standing all required business licenses, certifications, and permits as may be required for the management and operation of the CENTER, including fire clearance necessary for CONTRACTOR's performance hereunder; and pay any associated fees as required. CONTRACTOR will be solely responsible for the operation of the CENTER in compliance with the licensing and permit requirements set forth by Title 22, Division 12 of the CCR, Community Care Licensing Division.

6.4 CONTRACTOR Operational Policies, Procedures, and Requirements

- a) Develop, implement, and maintain an Admissions Policy which includes admission procedures in accordance with RAP guidelines for recreational programs and childcare, in compliance with Title 22, Division 12 of the CCR.
- b) Develop and maintain policies and procedures manual for the operation of the CENTER, including but not limited to, protocols for communication with the CITY and RAP, and oversee the implementation of said policies and procedures. CONTRACTOR shall update the manual as necessary and submit a copy of any revised manual(s) annually for review by CITY and/or RAP.

- c) Create and maintain a Parent Advisory Board to provide parent perspectives and oversight, and develop a strong, working relationship among the CENTER personnel and consumer-parents, while protecting personal rights and respecting applicable confidentiality regulations.
- d) Establish and maintain program quality assessments and participate in Annual Performance Evaluations performed by RAP, beginning six (6) months after start-up of the CENTER's operation and not less than annually thereafter, to ensure the quality and compliance of the CENTER's program with this CONTRACT.
- e) Provide a procedure for receiving and releasing the children, which ensures their daily safety and security.
- f) Assess and collect fees from consumer-parents, subject to approval by the BOARD prior to implementation.
- g) Require that CENTER staff become certified in first aid and CPR; that both the CENTER Director and Assistant Director complete fifteen (15) hours of Health and Safety training; and, continually renew such certification and training as required under State licensing requirements.
- h) Develop procedures for identifying any and all required repair, servicing and replacement needs for the CENTER to ensure the safety and security of the children.
- i) Immediately provide RAP with copies of any reports submitted to the California State Department of Social Services or Licensing Agency.
- j) Assume responsibility for all CENTER operating expenses, including but not limited to, supplies and materials, equipment, utilities, telephone and data lines, and maintenance.
- k) Assume the cost of any applicable Possessory Interest tax, as determined by the County of Los Angeles Tax Assessor.
- l) CONTRACTOR or CENTER shall not advocate for any religion's beliefs, or profess any type of religious training or prayer in its curriculum or recreational activities.

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6.5 CONTRACTOR Emergency Policies and Procedures

In coordination with CITY and RAP, CONTRACTOR shall:

- a) Establish and maintain policies and procedures to be used during emergencies and other disruptive occurrences affecting the CENTER. These policies and procedures shall supplement the Disaster and Mass Casualty Plan required by Title 22, of the CCR, Section 101174.
- b) Ensure Emergency Preparedness kits are available and maintained in each classroom. CONTRACTOR must maintain at the CENTER the level of emergency supplies needed for the care and feeding of children and employees for a minimum of forty-eight (48) hours.
- c) Maintain a parent/guardian emergency contact list of names and telephone numbers of each child enrolled at the CENTER. This list shall also include multiple contacts with the family or extended family of each child and all available medical or other emergency contact information.

6.6 Staffing

- a) Ratios must be maintained at all times, except during designated naptime, and must be in accordance with Title 22, Division 12 of the CCR.
- b) Make provisions for overlap of staff at the CENTER for different shifts in order to ensure continuity of recreational programs and services.
- c) Maintain an appropriate number of staff floaters for use as needed at the CENTER.
- d) CONTRACTOR shall ensure that all Staff members and volunteers, before they commence working at the CENTER, have been fingerprinted and cleared through a certified Livescan system. CONTRACTOR's failure to do so shall constitute a material breach of this CONTRACT.

6.7 Hiring, Training and Professional Development

- a) Establish and maintain a system for the selection, supervision, and training of qualified staff, including compliance with applicable Affirmative Action, Equal Employment Opportunity laws, American with Disabilities Act, and related guidelines and regulations.
- b) Implement a structured and systematic training and professional development program that is linked to clear goals and outcomes for the staff and children of the CENTER.

6.8 Employee Manual

CONTRACTOR shall maintain and oversee adherence to a current and updated Employee Manual for the CENTER that covers employment policies, employee benefits and licensing compliance updates and requirements.

6.9 Removal of Key Personnel

CONTRACTOR shall provide RAP with a list of the names of Key Personnel for the CENTER, including the following or similar personnel:

- a) Executive Director;
- b) Chief Operating Officer;
- c) Director; and
- d) Assistant Director.

CONTRACTOR shall provide RAP with a written, notice of intent, ten (10) days prior to the reassignment or removal of Key Personnel at the CENTER. The notice of intent will include a detailed explanation of how CONTRACTOR will continue to perform its responsibilities and meet its obligations under CONTRACT.

CONTRACTOR may provide the written, notice of intent to RAP through electronic mail (E-mail), facsimile, or hard copy addressed to the RAP Primary Contact listed in Section 2.5 of this CONTRACT.

Reassignment or removal of Key Personnel without a prior written, notice of intent being provided to RAP, will be considered a material breach of CONTRACT and may be grounds for termination of this CONTRACT.

6.10 Tuition and Fees

- a) Upon commencement of this CONTRACT, the tuition and fees shall be set forth as EXHIBIT B, attached hereto and incorporated herein by reference. Such tuition and fees shall remain in effect until any change is approved in writing by the BOARD.
- b) CONTRACTOR may submit a written request to RAP to increase tuition and/or fees on an annual basis. The written request must include justification and documents to substantiate an increase. Any increase may not take effect until approved in writing by the BOARD.
- c) Tuition and fees may not be increased by more than a maximum of 3.5% per year.

6.11 Operating Budget

CONTRACTOR shall manage and operate the CENTER consistent with the annual operating budget, attached hereto as EXHIBIT C, which was approved by CITY in its selection of CONTRACTOR for award of this CONTRACT. CONTRACTOR may propose a revised annual operating budget as applicable, whether or not associated with a request for increased tuition or fees. CONTRACTOR's annual operating budget shall be included in reporting documents listed in Section 6.17 of this CONTRACT.

6.12 Admission Policy Enrollment Process and Wait List Policy

In accordance with RAP recreational development program and childcare guidelines, CONTRACTOR shall administer the CENTER's enrollment process, including the orientation of prospective families, the collection of registration, tuition, and parent fees, and the management of an enrollment and wait list policy as follows:

- a) For the first year of this CONTRACT, children and their families enrolled and receiving services from the service provider operating the CENTER prior to the execution of this CONTRACT, shall receive the right of first refusal from CONTRACTOR, for enrollment at the CENTER, under the price and terms of CONTRACTOR;
- b) Admittance of eligible applicants shall be processed on a first-come, first-served basis, with the highest priority given to applicants residing within a five (5) mile radius of the CENTER;
- c) The CENTER's Admissions Policy enrollment process shall adhere to enrollment requirements mandated by the California Department of Social Services, Community Care Licensing Division's Title 22 Regulations, under Division 12, Section #101218;
- d) Added consideration by CONTRACTOR shall be given to siblings of existing enrolled children;
- e) A number of low-income eligible scholarships must be provided annually, with priority given to prospective low-income applicants and/or enrollees who reside within a five (5) mile radius of the CENTER;
- f) A majority of children admitted must reside in the local community, within a five (5) mile radius of the CENTER;
- g) CENTER shall not discriminate on the basis of sex, sexual orientation, sexual identity, gender, ethnic group identification, race, ancestry, national origin, religion, color, and/or mental or physical disability in determining which children are enrolled/served;

- h) Equal opportunities shall be provided to all children in compliance with the Americans with Disabilities Act (ADA) and reasonable accommodations shall be provided, accordingly;
- i) Two (2) Wait Lists shall be maintained by CONTRACTOR when vacancies do not exist; one for children 2 to 3 years old, and one for children 4 to 5 years old, subject review by RAP annual reporting documents, as stipulated in Section 6.17 of this CONTRACT or upon RAP's request.
- j) Once there are no vacancies in any age group, the following Wait List priority system shall be utilized by CONTRACTOR:
 - 1. Siblings of enrolled children;
 - 2. Children of CENTER staff;
 - 3. City of Los Angeles resident children with no siblings enrolled at the CENTER;
 - 4. Non-City of Los Angeles residents.
- k) CONTRACTOR shall ensure that each applicant is placed on the wait list within their respective categories in the order of their application date.

6.13 Recruitment and Program Promotion

- a) CONTRACTOR shall develop a plan to promote the CENTER within a five (5) mile radius of the CENTER, with the intent of achieving and maintaining full enrollment.
- b) CONTRACTOR shall primarily promote the recreational child development programming at the CENTER, in conjunction with licensed childcare services.

6.14 Parent Engagement and Participation

CONTRACTOR shall develop and implement a plan for encouraging parent engagement and participation at the CENTER, including but not limited to:

- a) Establishing a regular parent meeting schedule;
- b) Creating and distributing a Parent Handbook;
- c) Providing CENTER with support through participation in the Parent Advisory Committee;
- d) Establishing a formal mechanism to track and address parent concerns; and,
- e) Provide clear written directions and establish parameters for involving parents in policy and decision-making processes.

6.15 Subcontracting of Services

- a) The subcontracting of recreational child development and childcare services provided to the children of the CENTER shall be strictly prohibited. All recreational programming and childcare services provided at the CENTER shall be provided by CONTRACTOR.
- b) CONTRACTOR may provide hot lunches and enrichment programs (e.g., music, art, and dance) through contracted vendors, who shall be subject to the terms and conditions of this CONTRACT while engaging in contracted activities at the CENTER.
- c) CONTRACTOR may provide supplemental services (e.g., nutritionist, nurse, or educational therapist) as CONTRACTOR deems appropriate for the children's benefit. Such service providers shall be subject to the terms and conditions of this CONTRACT.

6.16 Nutrition

CONTRACTOR may provide the following at the CENTER:

- a) Comply with the City's Good Food Purchasing guidelines for food service institutions (Exhibit H).
- b) A hot lunch program, should CONTRACTOR determine such program to be feasible.
- c) Nutritional supplements in the morning, afternoon, and/or late afternoon, with appropriate consideration given for ethnic and cultural preferences, and for special diets.

6.17 Required Reports from Contractor

CENTER benefits from the use of public parkland and as such, RAP has a fiduciary responsibility to ensure that use of such land is appropriate for park property pursuant to City Charter and Administrative Code requirements. Further, any and all information connected with the operation of the CENTER must remain open and subject to public information. Revenue and expenditures generated at the CENTER shall be subject to public disclosure, and shall not be commingled with other of CONTRACTOR's non-CENTER operations or obligations.

The following reports must be periodically provided by CONTRACTOR to RAP:

a. **Proposed Annual Budget**

By the first day of April of each year, CONTRACTOR must provide RAP with a proposed budget for the CENTER for the following fiscal year (July 1st –

June 30th). The proposed budget will consist of anticipated revenue and expenditures; both with a description of budget assumptions and calculations.

b. Annual Audited Statements

By the first day of December each year, CONTRACTOR shall provide RAP with an audited financial statement for the previous fiscal year (July 1st through June 30th).

c. Quarterly Reports

Quarterly Reports shall be submitted to RAP pursuant to the following schedule and instructions:

1. First Quarter Report: Due January 1st (for October through December);

2. Second Quarter Report: Due April 1st (for January through March);

3. Third Quarter Report: Due July 1st (for April through June)

4. Fourth Quarter Report: Due October 1st: (for July through September)

5. The Quarterly Reports shall contain the following:

- Budget to Actual Report of the actual revenues and expenses generated during the subject three (3) month period, with a narrative explanation of variances from the budgeted item;
- An Enrollment List by classroom assignment that includes the child's name, parent's name, attendance status (e.g., full-time, part-time), and attendance for the month (number of days);
- A Waiting List that includes the date that the child was added to the waiting list, the child's name, parent's name, and future classroom assignment; and
- A Staffing List that includes each employee's name, title, classroom or work-assignment, and work schedule (e.g., full-time or part-time). The Staffing List should identify any major changes in work assignment, including reassignments, removals, and terminations.

d. Incident Reports: Contractor must provide a written report within 24 hours of any and all injuries, notifications to parents, or child/children receiving medical attention within 24 hours of incident. The BOARD reserves the right to require CONTRACTOR to provide the reports in a manner acceptable to BOARD.

6.18 Contractor Records

- a) CONTRACTOR must maintain and preserve books of accounts and records of all financial transactions related to the operation of the CENTER, including an accurate and detailed account of all monies received and expended. At any time during the term of this CONTRACT and/or within three (3) years following the termination or expiration of this CONTRACT, the books and records related to the operation and management of the CENTER shall be subject to examination and audit by CITY.
- b) CONTRACTOR must establish and maintain separate accounts and receipts of the following: 1) Tuition and parent fee revenues; 2) parent donation and fund-raising revenues; and, 3) any other fundraising revenue or other funds received for, or on behalf of, the CENTER.
- c) CONTRACTOR shall not commingle funds / accounts or expenditures with other CONTRACTOR operations at non-CENTER sites.

6.19 Notices from / by Contractor

CONTRACTOR is required to maintain communication and coordination with the Bellevue Recreation Center Director in Charge (DIC), including but not limited to providing the DIC with a list of upcoming monthly events and/or schedule of activities. Further, CONTRACTOR must provide timely and advanced notice to RAP of all important matters related to the operation of the CENTER, including but not limited to:

- a) Special CENTER activities and events for the upcoming month that are not already included in the calendar activities to be provided to the PARK DIC;
- b) Parent meetings and activities for the upcoming month that are not already included in the calendar activities to be provided to the PARK DIC;
- c) Notice of child or parent related issues and/or concerns, and the plans to address such matters;
- d) Licensing and regulatory activity, including notification of site visits and other related activities;
- e) Pending issues that may require RAP intervention or action.

Notices must be sent within ten (10) working days of CONTRACTOR being made aware of or receiving a matter requiring communication to RAP. For matters pertaining to items (d) and (e) above, CONTRACTOR must notify CITY Liaison immediately, within forty-eight (48) hours.

6.20 Contractor Supplies and Equipment

CONTRACTOR shall provide and maintain standard operating supplies and equipment not provided by CITY. During the term of this CONTRACT, operating supplies and equipment purchased by CONTRACTOR with its own funds will remain as property and responsibility of CONTRACTOR.

SECTION 7 – PROGRAM AND COMPLIANCE EVALUATION

CITY will conduct an annual program evaluation to determine ongoing compliance with the terms and conditions of this CONTRACT. This evaluation will address the Program operations, and will allow for the review and action on any proposed program modification, such as tuition fee changes and program services.

Should deficiencies or non-compliance items be identified by RAP, CONTRACTOR will be given sufficient time to take corrective action, as determined by RAP or the BOARD. Failure to correct deficiencies or non-compliance matters within an established time frame shall result in the termination of this CONTRACT, consistent with the default and termination provisions in Section 8 of this CONTRACT.

SECTION 8 – DEFAULT AND TERMINATION

8.1 City's Right to Terminate

a) Termination for Cause

Pursuant to Section 6.17 and Section 7 above, CONTRACTOR shall submit periodic reports to RAP, and RAP shall conduct Annual Performance Reviews of CONTRACTOR operations at the CENTER and CONTRACTOR's adherence to the terms and conditions of this CONTRACT, including a review of the recreational child development activities and childcare services offered. Should deficiencies or non-compliance items be identified by RAP, CONTRACTOR shall be provided written notification of such deficiencies and CONTRACTOR shall be granted fifteen (15) calendar days to cure such default(s). RAP shall reserve the right to demand sooner correction of deficiencies for matters of health, safety, and childcare licensing.

If CONTRACTOR fails to cure any such default(s) within the prescribed time frame provided by RAP, CITY may terminate this CONTRACT for cause, by providing CONTRACTOR with a written notice of termination. In the event that CONTRACTOR commences to cure the subject default(s) after the RAP prescribed time frame, CITY, at its sole discretion, shall have the sole authority to determine if CONTRACTOR is acting diligently to pursue the cure of the subject deficiencies or non-compliance items, and whether to hold CONTRACTOR in default.

In the event of termination for cause, CONTRACTOR agrees to vacate the premises on or before the effective date of termination and must leave the CENTER in the same or better condition in which it was found at the commencement of this CONTRACT, with the exception of normal wear and tear.

b) Termination for Serious Threat to Health or Safety

Notwithstanding the notice to cure default and termination provisions in Section 8.1.a, if CITY reasonably identifies a deficiency or non-compliance item and determines that such item poses a serious threat to the health and safety of CENTER activities and/or children, CENTER staff or the public, RAP shall immediately notify CONTRACTOR of such determination in writing and CITY, at the sole discretion and opinion of the RAP General Manager, may terminate this CONTRACT without any liability with two (2) calendar days advance written notice.

In the event of termination for serious threat to health or safety, CONTRACTOR must vacate the premises on or before the effective date of termination and must leave the CENTER in the same or better condition in which it was found at the beginning of the CONTRACT TERM, with the exception of normal wear and tear.

c) Termination for Convenience

CITY reserves the right to terminate this CONTRACT at its sole discretion for CITY's convenience due to circumstances beyond CITY's control and/or emergency.

8.2 Contractor's Right to Terminate

CONTRACTOR may terminate this CONTRACT for cause no sooner than sixty (60) calendar days following the date of delivering such written notice of termination to RAP. Such written notice must include explicit cause for termination.

In the event of termination for cause, CONTRACTOR must vacate the premises on or before the effective date of termination and must leave CENTER in the same or better condition in which it was found at commencement of the CONTRACT TERM, with the exception of normal wear and tear.

8.3 Bankruptcy, Credit Arrangements, Attachments, Tax Liens

The occurrence of any one or more of the following events shall constitute a material default and breach of CONTRACT by CONTRACTOR:

- a) The making by CONTRACTOR of any general assignment, or general arrangement for the benefit of creditors;

- b) The filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy or a petition for reorganization or arrangement under any law relating to bankruptcy;
- c) The appointment of a trustee or receiver to take possession of substantially all of CONTRACTOR's assets, including CENTER operations or CONTRACTOR's interest in this CONTRACT;
- d) Any attachment where such seizure is not discharged within thirty (30) days; and/or,
- e) The filing of any tax lien against CONTRACTOR.

SECTION 9 – INDEMNIFICATION AND INSURANCE

9.1 Indemnification:

Except for the active negligence or willful misconduct of CITY, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless CITY and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest, from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorneys' fees (both in house and outside counsel) and costs 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, volunteers, agents, Program participants, contractors, and visitors, or damage or destruction of any property of either PARTY hereto or third parties, arising in any manner by reason of negligent acts, errors, omissions or willful misconduct incident to the performance of this CONTRACT by CONTRACTOR or its subcontractors of any tier. Rights and remedies available to CITY under this provision are cumulative of those provided for elsewhere in this CONTRACT and those allowed under the law of the United States, the State of California, and County and City of Los Angeles. This provision shall survive the expiration or termination of this CONTRACT.

9.2 Insurance:

CONTRACTOR shall obtain and keep in force an insurance policy from insurance brokers or carriers authorized to transact insurance business in California, which covers all operations conducted pursuant to this CONTRACT and approved by the City of Los Angeles Office of Risk Management (Risk Manager) under the Office of the City Administrative Officer.

a. General Conditions:

Such insurance policy must also insure the City of Los Angeles and comply with the Risk Manager's insurance requirements and instructions for submitting insurance to the City of Los Angeles, attached hereto and

incorporated herein by reference as EXHIBIT D. Any breach of this condition for insurance requirements shall be a material breach of this CONTRACT. Without limiting CONTRACTOR's indemnification of CITY, CONTRACTOR shall provide and maintain at its own expense during the entire TERM of this CONTRACT, insurance having the limits customarily carried and actually arranged by CONTRACTOR but not less than the amounts and types listed in this CONTRACT (Exhibit D), covering its operations hereunder and subject to the following conditions:

1. Additional Insured:
CITY, its Boards, Officers, Agents and Employees shall be included as additional insureds in all liability insurance policies except: Workers' Compensation, Employer's Liability, Professional Errors and Omissions, and second-party Legal Liability coverages (such as Fire Legal). CITY shall be named Loss Payee as its interest may appear in all required property, fidelity, or surety coverages.
2. Insurance Requirements:
All insurance required hereunder shall conform to Risk Manager's requirements established by Charter, ordinance or policy, and shall be filed with the Risk Manager for review and approval.
3. Primary Insurance:
Such insurance shall be primary with respect to any insurance maintained by CITY and shall not call on CITY's insurance program for contributions.
4. 30-Day Notice:
With respect to the interest of CITY, such insurance shall not be canceled, materially reduced in coverage or limits or non-renewed except after thirty (30) days written notice by receipted delivery (e-g. certified mail-return receipt, courier, etc.) has been given to the Risk Manager.
5. Prior Approval:
Evidence of insurance shall be submitted to and approved by the Risk Manager prior to commencement of any work or tenancy under this CONTRACT, in accordance with Exhibit-1 of the Standard Provisions for City Contracts (Rev. 3/09 or latest version), attached hereto and incorporated hereby reference as EXHIBIT E.
6. Severability of Interest:
Except with respect to the insurance company's limits of liability, each liability insurance policy shall apply separately to each insured against whom claim or suit is brought. The inclusion of any person or organization

as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

7. Renewal:

Once insurance has been approved by the Risk Manager, evidence of renewal of an expiring policy may be submitted on a signed renewal endorsement form. If the policy or the carrier has changed, new evidence as specified in paragraphs a. through e. of Section 9.2 of this CONTRACT must be submitted.

8. Aggregate Limits/Blanket Coverage:

If any of the required insurance coverage(s) contain aggregate limits, or apply to other operations or tenancy of CONTRACTOR separate from this CONTRACT, CONTRACTOR shall give CITY prompt, written notice of any incident, occurrence, claim, settlement or judgment against such insurance which in CONTRACTOR'S best judgment will diminish the protection such insurance affords CITY. Further, CONTRACTOR shall immediately take all reasonable and available steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

b. Self-Insurance and Self-Insured Retentions:

Self-insurance programs and self-insured retentions in insurance policies are subject to separate approval by the Risk Manager upon review of evidence of CONTRACTOR'S financial capacity to respond. Additionally, such programs or retentions must provide CITY with at least the same protections from liability and defense of suits as would be afforded by first-dollar insurance.

c. Modification of Coverage:

The RAP General Manager, based upon advice from the Risk Manager, may increase or decrease the amounts of insurance coverage required herein by giving CONTRACTOR ninety (90) days advance written notice. CITY reserves the right at its sole discretion, any time during the TERM of this CONTRACT, to require such changes.

d. CONTRACTOR'S Failure to Procure Insurance:

The required coverages and limits are subject to availability on the open market at reasonable cost, as determined by CITY. The non-availability or non-affordability for CONTRACTOR to procure insurance must be documented by written notification from CONTRACTOR'S insurance broker or agent, indicating good faith efforts to procure insurance and showing at minimum, the names of insurance carriers and the respective declinations or quotations received from each.

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

e. Workers' Compensation:

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 such times as they may apply during the performance of the work under this CONTRACT.

SECTION 10 – STANDARD PROVISIONS FOR CITY CONTRACTS

CONTRACTOR shall comply with the Standard Provisions for City Contracts (Rev. 03/09 or latest version), attached hereto and incorporated herein by reference as EXHIBIT E.

SECTION 11 – WAIVER OF CLAIMS

PARTIES hereby waive any claim against the other PARTY and its Boards, Officers, Agents or Employees for damages or loss caused by any suit or proceedings directly or indirectly challenging the validity of this CONTRACT, or any part thereof, or by any judgment or award in any suit or proceeding declaring this CONTRACT null, void, or voidable, or delaying the same or any part thereof from being carried out.

SECTION 12 – ENTIRE CONTRACT

This CONTRACT, including exhibits incorporated hereinto, contains the full and complete agreement between PARTIES. No verbal agreement or conversation between CONTRACTOR and any Officer or Employee of CITY shall affect or modify any of the terms and/or conditions of this CONTRACT. No modifications of this CONTRACT shall be valid or effective unless approved by CITY and evidenced by a written agreement executed by all PARTIES.

SECTION 13 – NO JOINT VENTURE OR AGENCY RELATIONSHIP

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

vested in CONTRACTOR the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

SECTION 14 – EXHIBITS

This CONTRACT and incorporated documents represent the entire integrated agreement of the PARTIES and supersedes all prior written or oral representations, discussions, and agreements related to the CENTER. The following Exhibits are attached to and made part of this CONTRACT by reference:

- A. CENTER and PARK Site Map
- B. Initial Tuition Rate and Schedule
- C. Initial Operating Budget
- D. Insurance Requirements and Instructions
- E. Standard Provisions for City Contracts (Rev. 03/09 or latest version)
- F. Request for Proposals for the Operation and Management of the CENTER
- G. Proposal submitted by CONTRACTOR in response to Exhibit F
- H. Good Food Purchasing Guidelines for Food Service Institutions

In the event of any inconsistency between any of the provisions of this CONTRACT and/or Exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This CONTRACT exclusive of attachments; 2) Exhibit G; 3) Exhibit E; 4) Exhibit D; 5) Exhibit B; and, then 5) Exhibit C.

THIS SAMPLE CONTRACT DOES NOT CONTAIN FINAL EXHIBITS OR A SIGNATURE PAGE REQUIRED FOR EXECUTION OF CONTRACT