

**REQUEST FOR PROPOSALS**  
**FOR THE MANAGEMENT AND OPERATION OF THE**  
**JOY PICUS CHILD CARE CENTER**

**EXHIBIT A**

**SAMPLE CONTRACT FOR THE MANAGEMENT AND**  
**OPERATION OF THE JOY PICUS CHILD CARE CENTER**

**NOTE:** The Sample Contract will be revised to include items in the accepted 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 THE JOY PICUS CHILD CARE CENTER**

This 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 of licensed child care at the Joy Picus Child Care Center.

WHEREAS, CITY owns and operates real property commonly known as City Hall South ("PROPERTY"), located at 111 East First Street, Los Angeles, California 90012;

WHEREAS, CITY has dedicated a portion of the PROPERTY as the Joy Picus Child Care Center ("CENTER") for the purpose of child care through a private contractor since January 1989 ; and,

WHEREAS, on *DATE* the BOAD approved a Request for Proposal process in order to identify a responsive and responsible operator to continue child care services at CENTER (Board Report No. XX-XXX); and,

WHEREAS, on *DATE*, *NAME OF CONTRACTOR*, submitted a proposal to operate CENTER and provide child care services as described in the RFP; and,

WHEREAS, on *DATE* the BOARD approved the award of the proposal submitted by *NAME OF CONTRACTOR* for a contract to operate CENTER (Board Report No. XX-XXX); and,

WHEREAS, *NAME OF CONTRACTOR* agrees to fulfill the above obligations and commitments in accordance with the terms and conditions contained herein for the benefit of the needs of the patron 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 City Hall South designated as the Joy Picus Child Care Center and dedicated for child care services.
CHS:	City Hall South, located at 111 East First Street, Los Angeles, California 90012.
CITY:	The City of Los Angeles, a municipal corporation.
CONTRACTOR:	<i>The Selected Contractor</i>
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 Department of Recreation and Parks
GSD:	The Department of General Services of the City of Los Angeles.
ITA:	The Information Technology Agency of the City of Los Angeles.

## **SECTION 2 - PARTIES TO CONTRACT AND REPRESENTATIVES**

### 2.1 The Parties to this CONTRACT are:

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:

Title:

Address:

Telephone Number:

Fax Number:  
E-Mail:

**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 CITY Liaison, main contact to CONTRACTOR shall coordinate activities as stated in this CONTRACT:

**CITY**

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

CITY shall provide CONTRACTOR with the name and applicable information of the person(s) designated to act as CITY LIAISON if such person is changed. Written notice shall be given by CITY to CONTRACTOR within thirty (30) working days of such change.

**SECTION 3 - TERM OF CONTRACT**

The term of this CONTRACT shall be effective upon attestation by the City Clerk and shall become operational as of \_\_\_\_\_(Date). This CONTRACT shall terminate on \_\_\_\_\_(Date).

Upon mutual consent of both parties, the term may be extended for one (1) additional five (5) year option, subject to the review and approval of the Mayor and Council.

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 - FACILITY AND SITE DESCRIPTION**

##### 4.1 Facility:

CENTER is located in the downtown Los Angeles Civic Center on the Northwest corner of First Street and Los Angeles Street (111 East First Street, Los Angeles, California 90012), within Los Angeles City Hall South. CENTER is capable of being licensed by the State of California for eighty-six (86) children (infants, toddlers, preschoolers).

CENTER is presently furnished and equipped to serve infants, toddlers, and preschool age children. The equipment, hardware, furnishings, materials and supplies purchased and 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 shall be owned by CITY and will remain with CENTER after this CONTRACT expires or terminates. Any equipment, hardware, furnishings, materials and supplies purchased by CONTRACTOR with its own funding (neither provided by CITY or from parent fundraising activities) shall be owned by CONTRACTOR and not become a fixture of CENTER.

##### 4.2 Site Description:

The interior of CENTER is approximately 9,500 square feet, the adjacent outdoor playground is approximately 6,500 square feet and the facility and site include the following:

###### a) Interior

1. Four (4) separate classroom areas ranging from 800 to 1,200 square feet each (Infant, Toddler, Preschool 1 and Preschool 2);
2. Three (3) children's restrooms;
3. One (1) non-commercial food preparation kitchen;
4. One (1) laundry area with washer and dryer;
5. An administrative area with a front check-in counter and a separate office for use by administrative staff;
6. One (1) teacher's office;
7. One (1) staff lounge area;
8. One (1) computer/conference room;
9. Two (2) adult restrooms;
10. A 24-Hour key card security alarm system and entrance monitoring cameras at the front door, back door, and play area.

b) Exterior / Playground

1. Two (2) multi-surface playgrounds with sand, grass and concrete walkways/tricycle ways;
2. A playground structure for infants / toddlers / and preschoolers;
3. An outdoor restroom on the playground;
4. An enclosed buffered tiled wall.

c) Parking

1. A thirty-minute passenger, unloading/loading turnout zone is located in front of CENTER on Los Angeles Street. CONTRACTOR shall provide enrolled families with a pass to park in the turnout zone. There are seven (7) 30-minute parking spaces available during drop-off and pick-up times, and two (2) additional parking spaces provided in CITY's underground parking garage near the loading and unloading area;
2. Employee parking at CENTER is not provided and will be subject to parking enforcement.

**SECTION 5 - CITY'S PHILOSOPHY ON CHILD CARE**

CITY's philosophy is that CENTER should provide children with a safe, caring, nurturing, and consistent environment. Children should be treated with respect to their interest and allowed to grow and develop according to their own schedule and needs.

The overall experience they receive at CENTER should enrich their lives socially, cognitively, physically and emotionally and should enhance their individual capabilities by appreciating and reflecting their diverse qualities in the learning environment and curriculum.

**SECTION 6 - CONTRACTOR'S RESPONSIBILITIES**

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

6.1 General Operation

CONTRACTOR shall manage and operate a child care program at CENTER for CITY which provides high quality child care services for a licensed capacity of eighty-six (86) children ages 6 week and under 6 years of age.

6.2 Hours and Days of Operation

The hours and days of operation of CENTER for child care services shall be from 6:30 a.m. to 6:00 p.m., Monday through Friday, excluding the following holidays: 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 CENTER in a manner consistent with CITY's philosophy as set forth above, so as to maintain a high quality child development and education center. In addition to the services as set forth in CONTRACT, CONTRACTOR is responsible for maintaining CENTER's operating income through the collection of CENTER fees, pre-approved by BOARD in writing and must fully accept any and all risk of operating losses associated with the operation of CENTER. CONTRACTOR may not use the facility for any other purpose besides child care and related services.

Contractor Shall:

- a) Establish a Center philosophy and program that promotes the best practices in the field of early care and education that is consistent with the CITY's Philosophy as set forth in Section 5 of this CONTRACT.
- b) Establish and maintain a child care program with effective procedures to ensure the health, safety, and security for all persons while they are involved in CENTER program
- c) Develop and maintain a quality program curriculum, with culturally and developmentally appropriate goals and activities.
- d) Implement a holistic curriculum program that is well-researched, developmentally-appropriate, and responsive to the diverse needs of children and their families.
- e) Have primary responsibility to ensure that CENTER is a safe and healthy environment and meets the regulations of Title 22 of the California Code of Regulations (CCR), including notifying the BOARD of any conditions at the Center that are the CITY's responsibility to address as set forth in Section 6 of this CONTRACT.
- f) Obtain and maintain a State of California Child Care License for CENTER, and on an ongoing basis, must meet or exceed the licensing requirements of Title 22, Division 12 of the CCR, Community Care Licensing Division for the Center. CONTRACTOR will ensure a copy of the current updated License is provided to BOARD.
- g) Ensure that CENTER obtains National Association for the Education of Young Children (NAEYC) accreditation prior to the expiration of the first five-year term of this CONTRACT, provide copies to BOARD and CITY Liaison, and maintain accreditation throughout the term of this CONTRACT.



- h) Be responsible to obtain and pay for all other business licenses and permits as may be required for the management and operation of CENTER, including the fire clearance necessary for CONTRACTOR's performance hereunder, and pay for any fees required. CONTRACTOR will be solely responsible for operation of CENTER in compliance with the licensing and permit requirements as set forth by Title 22, Division 12 of the CCR, Community Care Licensing Division.

#### 6.4 Policies and Procedures

- a) Develop and maintain a policies and procedures manual for the operation of CENTER, including but not limited to, protocols for communication with CITY Liaison, and oversee the implementation of said policies and procedures. CONTRACTOR shall update the manual as necessary and submit a copy of the manual annually for review by CITY Liaison.
- b) Establish and maintain a system to develop strong, working relationships among CENTER personnel and consumer-parents, while protecting personal rights and respecting applicable confidentiality regulations.
- c) Establish and maintain program quality assessments and participate in program evaluations by CITY Liaison, beginning six (6) months after start-up of CENTER operation and not less than annually thereafter, to ensure the quality and compliance of CENTER program.
- d) Develop, implement, and maintain admission procedures in compliance with Title 22, Division 12 of the CCR.
- e) Provide a procedure for receiving and releasing the children, which ensures safety and security.
- f) Assess and collect fees from consumer-parents.
- g) Require that all staff become certified in first aid and CPR; that both the Site Supervisor and Head Teacher complete fifteen (15) hours of Health and Safety training; and, continually renew such aforementioned certification and training as required.
- h) Develop procedures for identifying any and all repair, servicing and replacement needs for items in which the CITY is responsible.
- i) Submit maintenance requests to the responsible CITY Liaison in a timely manner pursuant to the procedures established in coordination with CITY Liaison, with follow-up notices to the CITY Liaison of each maintenance request.

- j) Immediately provide CITY Liaison with copies of any reports submitted to the California State Department of Social Services or Licensing Agency.
- k) Assume the cost of all non-local telephone calls.
- l) Assume the cost of any applicable Possessory Interest tax as determined by the County of Los Angeles Tax Assessor.

#### 6.5 Emergency Policies and Procedures

In coordination with CITY Liaison, CONTRACTOR shall:

- a) Establish and maintain policies and procedures to be used during emergencies and other disruptive occurrences affecting 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 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) Fully staff and maintain CENTER at a \_\_\_:1 ratio in the Infant Room; a \_\_\_:1 ratio in the Toddler Room; and, a \_\_\_\_:1 ratio in the Preschool Room. Such ratios must be maintained at all times, except designated naptime, and must be in accordance with Title 22, Division 12 of the CCR.
- b) Make provisions for overlap of staff at CENTER for different shifts in order to ensure continuity of care.
- c) Maintain an appropriate number of staff floaters for use as needed at CENTER.

#### 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 CENTER.

6.8 Employee Manual

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

6.9 Removal of Key Personnel

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

- a) Executive Director;
- b) Chief Operating Officer;
- c) Site Supervisor; and,
- d) Head Teacher.

CONTRACTOR shall provide CITY Liaison with a written intent prior to the reassignment or removal of Key Personnel for CENTER. The written intent will include a detailed explanation of how CONTRACTOR will continue to perform its responsibilities and meet its obligations under CONTRACT.

CONTRACTOR may provide written intent to CITY Liaison through electronic mail (E-mail), facsimile, or hard copy.

Reassignment or removal of Key Personnel without the prior written intent provided to CITY Liaison will be considered a material breach of CONTRACT and may be grounds for termination of CONTRACT.

6.10 Tuition and Fees

- a) Upon commencement of CONTRACT, the tuition and fees shall be set forth as EXHIBIT A, attached hereto. Such tuition and fees shall remain in effect until any change is approved in writing by BOARD.
- b) CONTRACTOR may submit a written request to CITY Liaison to increase tuition 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 BOARD.
- c) Tuition and fees may not be increased by more than a maximum of 3.5% per year without the further written approval of the Mayor and City Council.

6.11 Operating Budget

CONTRACTOR shall manage and operate CENTER consistent with the annual operating budget, attached hereto as EXHIBIT B, which was approved by CITY in its selection of CONTRACTOR for award of CONTRACT. CONTRACTOR may propose a revised annual operating budget at such time as fees are requested to be increased.

6.12 Enrollment Process and Wait List Policy

In accordance with the priorities below, CONTRACTOR shall administer the 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) CITY Employees will be give the highest priority and every effort by CONTRACTOR shall be made to ensure that the spaces at the CENTER are utilized by children of CITY employees.
- b) Consideration by CONTRACTOR may be given to siblings of existing enrolled children.
- c) Two separate wait lists shall be maintained by CONTRACTOR; one for full-time CITY Employees and one for part-time CITY employees. The full-time wait list shall be exhausted for each category before beginning the part-time wait list.
- d) Once there are no vacancies in any age group, the following wait list system will be utilized by CONTRACTOR:
  1. Siblings of CITY employed families, which includes the Department of Water and Power (DWP);
  2. Siblings of non-CITY employed families whose children are enrolled at CENTER;
  3. CITY employees without children's siblings enrolled at CENTER;
  4. Children of CENTER staff;
  5. Los Angeles CITY residents without children's siblings enrolled at CENTER;
  6. Non-Los Angeles CITY residents.
- e) 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 CENTER in order to achieve full enrollment. The plan may include participating in publicity, media, and recruitment activities to promote CENTER. CONTRACTOR

must obtain approval of CITY Liaison prior to participating in such media request related to CENTER.

- b) CONTRACTOR shall promote quality programming through such activities as seeking new, creative means to improve or enhance services, fund development, training, community relations, and related efforts.

6.14 Parent Engagement and Participation

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

- a) Establishing a regular parent meeting schedule;
- b) Creating and distributing a Parent Handbook;
- c) Support and participation in a 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 child care services provided to the children of CENTER shall be strictly prohibited. All child care services shall be provided by CONTRACTOR.
- b) CONTRACTOR may provide hot lunches and enrichment programs (e.g., music, art, dance) through vendors.
- c) CONTRACTOR may provide supplemental services (e.g., nutritionist, nurse, educational therapist) as CONTRACTOR deems appropriate for the children's benefit.

6.16 Nutrition

CONTRACTOR may provide the following for CENTER:

- a) A hot lunch program and infant food program should CONTRACTOR determine such program to be feasible.
- b) Nutritional supplements in the morning, afternoon, and/or late afternoon, with appropriate consideration given for ethnic and cultural preferences, and for special diets.

- c) Appropriate infant care food services for each infant in accordance with Title 22, Division 12 of the CCR, using food provided by the parent-user.

6.17 Reports Required from Contractor

CENTER benefits from the use of public funds and as such, any and all information connected in the operation of CENTER must remain open and subject to public scrutiny. Fund and expenditures are not to be commingled with other CONTRACTOR's non-CENTER operations. The following reports must be provided by CONTRACTOR to the CITY Liaison:

**1. Proposed Annual Budget**

By the first day of April of each year, CONTRACTOR must provide the CITY Liaison with a detailed proposed budget for CENTER for the following fiscal year (July 1<sup>st</sup> – June 30<sup>th</sup>). The proposed budget will consist of anticipated revenue and expenditures; both with a description of budget assumptions and calculations.

**2. Annual Audited Statements**

By the first day of December of each year, CONTRACTOR must provide a verified and audited statement for the previous fiscal year (July 1<sup>st</sup> – June 30<sup>th</sup>) to the CITY Liaison.

**3. Quarterly Reports**

A. Quarterly Reports are due to the CITY Liaison on:

1. First Quarter - May 1<sup>st</sup> (for January – March);
2. Second Quarter - August 1<sup>st</sup> (for April through June);
3. Third Quarter - November 1<sup>st</sup> (for July through September); and,
4. Fourth Quarter - February 1<sup>st</sup> (for October through December).

B. The Quarterly Reports will contain the following:

1. Budget to Actual Report of the actual revenues and expenses for the affected quarter with a narrative explanation of variances from the budgeted item.
2. 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).

3. 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.
4. A Staffing List that includes each employee name, staff title, classroom or work-assignment, work schedule (e.g., full-time or part-time). The Staffing List should identify major changes in work assignment, including reassignments, removals, and terminations.

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 CENTER, including an accurate and detailed account of all monies received and expended. At any time during the term of CONTRACT and/or within three (3) years following the termination of CONTRACT, the books and records related to the operation and management of 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, CENTER.
- c) CONTRACTOR shall not commingle funds / accounts or expenditures with other CONTRACTOR's non-CENTER operations.

#### 6.19 Notices from / by Contractor

CONTRACTOR must provide timely and advanced notice to the CITY Liaison of all important matters related to the operation of CENTER, including but not limited to:

- a) Special CENTER activities and events for the upcoming month;
- b) Parent meetings and activities for the upcoming month;
- c) Notice of parent issues and concerns and plans to address the issues and concerns;
- d) Licensing and regulatory activity, including notification of site visits and other activities;
- e) Pending issues that may require CITY intervention or action.

Notices must be sent within ten (10) working days of CONTRACTOR receiving item. For items (d) and (e), CONTRACTOR must notify CITY Liaison immediately, within forty-eight (48) hours.

6.20 Contractor Equipment

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

**SECTION 7 - CITY'S RESPONSIBILITIES**

The following are CITY's responsibilities to CENTER:

7.1 The Department of General Services (GSD)

- a) GSD will provide the space, including parking, described in Section 4 at no cost to CONTRACTOR for the term of CONTRACT.
- b) GSD will provide initial equipment for use at CENTER, consisting of: washer, dryer, refrigerator, and stove.

CONTRACTOR shall be responsible for equipment replacement upon the expiration of the useful life of the aforementioned equipment, as determined in the sole opinion of the GSD General Manager. CONTRACTOR shall make arrangements with CITY Liaison for the removal of said CITY provided equipment prior to discarding upon the expiration of the useful life.

- c) GSD will provide basic upkeep and ongoing building maintenance of CENTER; including: plumbing, ceiling and floors, pest extermination, door and access, air conditioning/heating systems, electrical, carpet, roof, and window repair.
- d) GSD will provide routine scheduled custodial service for CENTER. GSD may assist in major spills and accidents on a case-by-case basis. CONTRACTOR will be responsible for spills and clean-ups throughout the day.
- e) GSD will maintain restrooms, including dispensers (toilet paper, paper towels, and soap).
- f) GSD will assume the cost of water, gas, and electricity.
- g) GSD will maintain, repair, and replace the 24-Hour key card security alarm system and entrance monitoring cameras at the front door, back door, and play area.



7.2 The Department of Information Technology Agency (ITA)

- a) ITA will assume the cost of local telephone calls. CONTRACTOR must pay for and make arrangements with CITY Liaison for access to make non-local telephone calls.
- b) ITA will maintain, repair, and replace the existing telephone lines and related equipment as necessary. Additional telephones and/or telephone lines will require funding by CONTRACTOR.

CITY will not provide, maintain, support, or assume any costs for Internet connection or data storage.

7.3 The Department of Recreation and Parks (RAP)

- a) RAP will provide routine scheduled maintenance of CENTER grounds.
- b) RAP is the Contract administrator and City Liaison for this Contract.

7.4 CITY Liaison

CITY will designate a representative to act as CITY's Liaison for CENTER (See Section 2.5). The CITY Liaison shall:

- a) Monitor and address CONTRACTOR compliance with the requirements and obligations of CONTRACT;
- b) Receive and review quarterly and annual reports required in CONTRACT; including addressing issues identified by CITY Liaison;
- c) Conduct performance and compliance reviews, including announced and unannounced site visits to CENTER to observe operations and compliance matters;
- d) Attend parent meetings upon request and subject to availability of CITY Liaison;
- e) Receive and direct maintenance and repairs requests from CONTRACTOR;
- f) Coordinate activities with other CITY departments as needed;
- g) Report on the status of CENTER and CONTRACTOR operations to the CITY's Representative, as stated in Section 2.2 of CONTRACT. Such report shall be no less than once per quarter and immediately for matters of urgency affecting the health, safety, and licensing of CENTER.

## **SECTION 8 – PROGRAM AND COMPLIANCE EVALUATION**

CITY will conduct a program evaluation to determine ongoing compliance with the terms and conditions of 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 CITY, CONTRACTOR will be given sufficient time to take corrective action, as determined by CITY or BOARD. Failure to correct deficiencies or non-compliance matters within an established time frame shall result in the termination of CONTRACT, consistent with the default and termination provisions in Section 8 of CONTRACT.

## **SECTION 9 – DEFAULT AND TERMINATION PROVISIONS**

### **9.1 City's Right to Terminate**

#### **a) Termination for Cause**

CITY Liaison will conduct a regular review of CONTRACTOR operations at CENTER and performance of CONTRACT, including programs, operations, and regular evaluations to monitor compliance with CONTRACT. Should deficiencies or non-compliance items be identified by CITY, CITY shall provide written notification of such deficiencies to CONTRACTOR and provide CONTRACTOR fifteen (15) calendar days to cure such default. CITY reserves the right to demand sooner correction of deficiencies for matters of health, safety, and licensing.

If CONTRACTOR fails to cure the default within the prescribed time frame provided by CITY, CITY may terminate CONTRACT for cause by providing CONTRACTOR a written notice of termination which shall specify that CONTRACT is terminated. In the event that CONTRACTOR commences to cure the default after the prescribed time frame provided by CITY, CITY shall have the sole authority to determine if CONTRACTOR is acting diligently to pursue the cure of the deficiencies or non-compliance items and to hold CONTRACTOR in default.

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 the beginning of CONTRACT period, normal wear and tear excepted.

#### **b) Termination for Serious Threat to Health or Safety**

Notwithstanding the notice to cure default and termination provisions in Section 9.1.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 or CENTER persons, children and/or employees, the CITY's representative identified in Section 2.2 of

CONTRACT shall immediately notify CONTRACTOR in writing and CITY, at the sole discretion and opinion of the RAP General Manager, may terminate CONTRACT without any liability and with two (2) calendar days 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 CENTER in the same or better condition in which it was found at the beginning of CONTRACT period, normal wear and tear excepted.

c) Terminate for Convenience

BOARD may terminate CONTRACT for CITY's convenience upon the inability to financially supplement CENTER operations as provided in Section 6.1 of CONTRACT.

BOARD shall notify CONTRACTOR of such inability to continue financial supplement of CENTER. If CONTRACTOR selects to fund such activities, BOARD shall consider CONTRACTOR's proposal. Any acceptance of such a proposal shall be made in writing and approved by BOARD.

9.2 Contractor's Right to Terminate

CONTRACTOR may terminate CONTRACT for cause no sooner than sixty (60) calendar days following the date of delivering such written notice of termination to BOARD. 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 the beginning of CONTRACT period, normal wear and tear excepted.

9.3 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, or of CONTRACTOR's interest in 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 10 - LIABILITY**

10.1 Indemnification: Except for the active negligence or willful misconduct of City, CONTRACTOR undertakes and agrees to defend, indemnify and hold harmless City and any and all of City's Officers, Agents, and Employees from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees and cost of litigation, damage 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, or incident to, the performance of this CONTRACT on the part of CONTRACTOR, its officers, agents, employees, or sub-contractor of any tier.

10.2 Insurance:

A. General Conditions:

CONTRACTOR shall obtain and keep in force an insurance policy which covers all operations conducted pursuant to this CONTRACT. Such insurance policy must also insure the City of Los Angeles and comply with the Office of the Administrative Officer's insurance requirements. See Exhibit C for insurance requirements. The RAP GENERAL MANAGER, based upon advice of the CITY'S Risk Managers, may increase or decrease the amounts of insurance coverage required herein by giving thirty (30) days' written notice to CONTRACTOR. Without limiting CONTRACTOR'S indemnification of City, CONTRACTOR shall provide and maintain at its own expense during the entire term of the CONTRACT insurance having the limits customarily carried and actually arranged by CONTRACTOR but not less than the amounts and types listed in the CONTRACT covering its operations hereunder subject to the following conditions:

1. Additional Insured:

CITY, its Officers, Agents and Employees shall be included as additional insureds in all liability insurance policies except: Workers' Compensation<sup>1</sup> 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 CITY requirements established by Charter, ordinance or policy and shall be filed with the Office of the City Attorney for its review in accordance with Los Angeles City Administrative Code Sections 11.47 through 11.56.

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. Admitted Carrier / Licensed California Broker:  
Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in California.
5. 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) has been given to the Office of the Administrative Officer.
6. Prior Approval:  
Evidence of insurance shall be submitted to and approved by the Office of the Administrative Officer prior to commencement of any work or tenancy under this CONTRACT.
7. 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.
8. Acceptable Evidence:  
CONTRACTOR shall submit acceptable evidence and approval of insurance in accordance with Exhibit 1 of the Standard Provisions for City Contract (Rev 3/09) hereby incorporated into this CONTRACT as Exhibit C.
9. Renewal:  
Once the insurance has been approved by CITY, evidence of renewal of an expiring policy may be submitted on a manually signed renewal endorsement form. If the policy or the carrier has changed, however, new evidence as specified in paragraphs a. through h. above must be submitted.

10. Aggregate Limits/Blanket Coverage:

If any of the required insurance coverages contain aggregate limits, or apply to other operations or tenancy of CONTRACTOR outside 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 CITY 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:

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.

D. Availability/Failure to Procure Insurance:

The required coverages and limits are subject to availability on the open market at reasonable cost as determined by CITY. Non-availability or non-affordability must be documented by a letter from CONTRACTOR'S insurance broker or agent indicating a good faith insurance and showing as minimum the names of then insurance carriers and the 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 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. Underlying Insurance:

CONTRACTOR shall be responsible for requiring indemnification and insurance as it deems appropriate from its employees receiving mileage allowance, consultants, agents and subcontractor, if any, to protect CONTRACTOR'S and CITY'S interest, and for ensuring that such persons comply with applicable insurance statutes. CONTRACTOR is encouraged to seek professional advice in this regard.

F. 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 of this CONTRACT.

Any breach of this condition for insurance requirements shall be a material breach of this CONTRACT.

**SECTION 11 – INCORPORATION OF STANDARD PROVISIONS**

CONTRACTOR shall comply with the Standard Provisions for City Contracts (Rev. 03/09), attached hereto as EXHIBIT C of CONTRACT and hereby incorporated into and made part of CONTRACT.

**SECTION 12 – WAIVER OF CLAIMS**

The parties to CONTRACT hereby waive any claim against the other party and its officers, agents or employees for damages or loss caused by any suit or proceedings directly or indirectly challenging the validity of 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 13 – ENTIRE CONTRACT**

This CONTRACT contains the full and complete contract between the 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 CONTRACT. No modifications of CONTRACT shall be valid or effective unless evidenced by a written agreement executed by all Parties.

**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. The following Exhibits are to be attached to and made part of this CONTRACT by reference:

- A. Initial Tuition Rate and Schedule
- B. Initial Operating Budget
- C. Standard Provisions for City Contracts (Rev. 03/09)
- D. Request for Proposals for the Operation of the Joy Picus Child Care Center released on DATE
- E. Proposal submitted in response to Exhibit D

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 D; 3) Exhibit E; 4) Exhibit C; 5) Exhibit A; and, then 5) Exhibit B.

*(SAMPLE CONTRACT DOES NOT CONTAIN A SIGNATURE PAGE REQUIRED FOR EXECUTION OF CONTRACT)*