

# APPROVED

APR 18 2021

## BOARD OF RECREATION AND PARK COMMISSIONERS

**BOARD REPORT**

**NO.** 24-080

**DATE:** April 18, 2024

**C.D.** 4

### BOARD OF RECREATION AND PARK COMMISSIONERS

**SUBJECT:** VAN NUYS SHERMAN OAKS RECREATION CENTER – AGREEMENT WITH SHERMAN-OAKS PLAYGROUP DBA SHERMAN OAKS COOPERATIVE NURSERY SCHOOL TO CONTINUE PROGRAM OPERATIONS DURING PERMITTED TIMES – CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTION 15301 [OPERATION, REPAIR, MAINTENANCE, PERMITTING, LEASING, LICENSING, OR MINOR ALTERATION OF EXISTING PUBLIC OR PRIVATE STRUCTURE] OF CALIFORNIA CEQA GUIDELINES AND ARTICLE III, SECTION 1, CLASS 1(14) OF CITY CEQA GUIDELINES

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

  
 \_\_\_\_\_  
 General Manager

Approved   X  
                    
 Disapproved                     
                    
 Withdrawn                     

### RECOMMENDATIONS

1. Approve the proposed Agreement with Sherman-Oaks Playgroup, dba Sherman Oaks Cooperative Nursery School to operate a cooperative nursery school, parent and toddler class, and summer early childcare program, attached to this Report as Attachment 1, during the permitted hours of operation at Van Nuys Sherman Oaks Recreation Center (Project), subject to the approval of the Mayor and City Council, and approval of the City Attorney as to form;
2. Determine that the proposed Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 [Operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structure] of California CEQA Guidelines and Article III, Section 1, Class 1(14) of City CEQA Guidelines and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk and the California Office of Planning and Research;
3. Authorize the RAP's Chief Accounting Employee or designee to prepare a check to the Los Angeles County Clerk in the amount of Seventy-Five Dollars (\$75.00) for the purpose of filing an NOE;

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4. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the Agreement to the Mayor and City Council for approval, and the City Attorney for review and approval as to form; and,
5. Authorize the Board President and Secretary to execute the Agreement upon receipt of the aforementioned approvals.

### SUMMARY

The proposed agreement (Contract), included with this Report as Attachment 1, will allow the Sherman-Oaks Playgroup, dba Sherman Oaks Cooperative Nursery School (School) to continue operation of early childcare programming (Program) at Van Nuys Sherman Oaks Recreation Center, located at 14201 Huston St, Sherman Oaks, CA 91423 (Center). The School is a non-profit organization that offers play-based learning at an affordable price to Los Angeles residents. The Program consists of early childcare with teachers and volunteer parent cooperative participation from August to May, weekly Parent and Toddler classes, and a summer early childcare program at the Van Nuys Sherman Oaks Recreation Center's childcare facility room and adjacent playground (Premises).

The School was established in 1955 and provides low-cost cooperative nursery programming to families in the Valley Region. The Program is currently being operated during specified days and hours on a Right of Entry agreement, Amendment No. 1 to PD-ROE-141 for a term of a yearlong which is due to expire April 10, 2024.

The proposed Contract allows the School to continue to provide their Program for a term of five (5) years, with an option to renew for an additional five (5) years from the commencement date, subject to annual evaluation performance reviews and Staff determination.

If approved by the Board, the proposed Contract would establish a longer term agreement with an organization that has successfully collaborated with the Department of Recreation and Parks for years under various permits, and will also incorporate Standards Provisions for City Contracts, included in this Report within Attachment 3, to the School's obligations as a contractual organization.

### ENVIRONMENTAL IMPACT

The proposed Project consists of permitting the use of a public structure with negligible or no expansion of use.

According to the parcel profile report retrieved on March 21, 2024, this area resides in a liquefaction zone, and the use of the recreation center for nursery school will not increase the risk of liquefaction. This site is not within a coastal, methane, or historic zone, so there is no

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reasonable possibility that the proposed Project may impact on an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed Project. As of March 21, 2024, the State Department of Toxic Substances Control (DTSC) (Envirostor at [www.envirostor.dtsc.ca.gov](http://www.envirostor.dtsc.ca.gov)) and the State Water Resources Control Board (SWRCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Project site. They listed RB case # 914230334 near the Project area (within 1,000 feet). The case was a leaking underground storage tank. The SWRC examined the case and closed in 1996 with no further action. It is not listed as a hazardous waste site under Government Code Section 65962.5. According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the proposed Project or within its site. Furthermore, the proposed Project is not located in proximity of a known historical resources and will not cause a substantial adverse change in the significance of any historical resource.

Based in this information, RAP staff recommends that the Board determines that the proposed Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 of California CEQA Guidelines as well as to Article III, Section 1, Class 1(14) of City CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk and the California Office of Planning and Research upon Board's approval.

### FISCAL IMPACT

Approving the Agreement will have no fiscal impact on RAP's General Fund, as all costs of operation and maintenance of the Program will continue to be the responsibility of the School.

### STRATEGIC PLAN INITIATIVES AND GOALS

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

**Goal No. 6:** Build innovative collaborations to help improve L.A. City parks and programs

**Outcome No. 2:** Improved management of facilities

This Report was prepared by Joel Alvarez, Sr. Management Analyst II, and Adriana Bautista, Management Assistant, Partnership Section.

### LIST OF ATTACHMENTS

- 1) Proposed Agreement (Contract)
- 2) Right Of Entry PD-ROE 141
- 3) Standard Provisions for City Contracts (Rev. 9/22) [v.1]

**LICENSE AGREEMENT  
BETWEEN THE CITY OF LOS ANGELES  
AND  
THE SHERMAN-OAKS PLAYGROUP DBA SHERMAN OAKS COOPERATIVE  
NURSERY**

This LICENSE AGREEMENT (“AGREEMENT”) is entered into as of \_\_\_\_\_, 2024, (“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 Sherman-Oaks Playgroup, dba Sherman Oaks Cooperative Nursery School (“ORGANIZATION”), a California 501(c)(3) non-profit organization (EIN 95-1922238). 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 Van Nuys-Sherman Oaks Recreation Center, located at 14201 Huston St, Sherman Oaks, CA 91423 (“CENTER”); and,

WHEREAS, ORGANIZATION currently operates at a location within the grounds of the CENTER that has its own address at 14265 Addison St, Sherman Oaks, CA 91423 (“PREMISES”) a recreational child development program commonly referred to as Sherman Oaks Cooperative Nursery School which provides early childhood education through a “Play-based Nursey Care” program during the academic year of August to June for children ages 2.5 years through 5 years old, a “Summer Camp” program for children ages 3 through 6 years old, and a “Toddler Play and Learn” class for parents and their children eighteen (18) to thirty-six (36) months of age to interact through play-based learning (collectively, “the PROGRAM”); and,

WHEREAS, ORGANIZATION’s current use of PREMISES for the PROGRAM is authorized under a temporary and revocable right of entry permit, PD-ROE-141, which is due to expire on April 10, 2024; and,

WHEREAS, ORGANIZATION desires to continue its operation of the PROGRAM at the PREMISES under a more formal arrangement to assist RAP in meeting the ongoing recreational and child care needs of the residents of the City of Los Angeles, in accordance with applicable policies and protocols, including but not limited to the payment of cost recovery reimbursement fees, as described herein; and,

WHEREAS, RAP has agreed to authorize the use of certain portions of the CENTER, such portions being more fully described, set forth and defined later herein as the PREMISES, for purposes of operating the PROGRAM in accordance with the PROGRAM description attached hereto as Exhibit B and incorporated herein by reference, and pursuant to the terms and conditions of this AGREEMENT, for a period of five (5) years with an option to extend such term for an additional five (5) years at the sole discretion of RAP’s General Manager, which may be based on annual performance evaluations, as described further herein; and,

WHEREAS, CITY, through its Board of Recreation and Park Commissioners (“BOARD”), has approved this AGREEMENT at their 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 non-exclusive use of the PREMISES for the operation of the PROGRAM as described herein in Section 5 of this AGREEMENT (“PERMITTED USES”) and Exhibit B (PROGRAM Description), 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, which is part of the CENTER, is located at 14265 W. Addison Street, Sherman Oaks, California 91423 and is depicted in Exhibit A as the red square. It includes a 14,000 sq. ft. fence enclosed, gated area, and 1,080 sq. ft. modular building (BUILDING) with two (2) small children’s restrooms, one sink for children and one ADA compliant adult restroom and sink. The PREMISES is located north of the CENTER’s tennis courts and maintenance yard.

Shared Vehicle Access: As depicted by Exhibit-A, the driveway located adjacent to the BUILDING may be used by ORGANIZATION and RAP employees during ORGANIZATION operating hours specified in Section 7 below (Days and Periods of Use). However, RAP employees and any emergency personnel or vehicles shall at all times have priority over any other users of the driveway, including ORGANIZATION.

**2. Term and Termination.**

The term of this AGREEMENT (for ease of reference, shall be referred to herein as “TERM”) shall be five (5) years from the COMMENCEMENT DATE, with an option to extend such initial TERM for an additional five (5) years exercisable at the sole discretion of RAP’s General Manager, which may be based on annual performance evaluations (“ANNUAL PERFORMANCE REVIEWS”) as more fully described below in Section 3 of this AGREEMENT.

- a. Commencement and Expiration. This AGREEMENT shall take effect on the COMMENCEMENT DATE specified above, and shall end upon the expiration of the TERM.
- b. Termination. In addition to the CITY's right to terminate this AGREEMENT for an uncured breach or default as set forth in Section 25 below, CITY and ORGANIZATION may terminate this AGREEMENT upon written notice of termination given to the other party no less than sixty (60) days prior to the date of termination 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 right to use the PREMISES within sixty (60) calendar days of receiving or providing a written notice of termination. If ORGANIZATION fails to remove all its personal property and equipment within sixty (60) 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. Cease 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 sixty (60) 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 sixty (60) 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. Annual Performance Reviews.**

ORGANIZATION agrees to ANNUAL PERFORMANCE REVIEWS, which shall be conducted by RAP at RAP's discretion, to determine the feasibility and benefit of continuing the collaborative relationship between PARTIES under this AGREEMENT.

- a. Continuance of CITY's collaboration with ORGANIZATION under this AGREEMENT shall be contingent upon a favorable ANNUAL 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 under this AGREEMENT for the operation of the PROGRAM as more fully described under the PERMITTED USES specified herein and as described in the Program Description attached to this AGREEMENT as Exhibit B, and maintenance of the PREMISES under this AGREEMENT;
  - (iii) Adequacy of ORGANIZATION's funding and financial resources to continue operating the PROGRAM for the benefit of Los Angeles residents throughout the TERM of this AGREEMENT;
  - (iv) The volume of the public's participation in the PROGRAM;
  - (v) 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
  - (vi) ORGANIZATION's cooperation with CITY staff.
- b. Every year during the TERM of this AGREEMENT, for purposes of completing the ANNUAL PERFORMANCE REVIEW process, ORGANIZATION shall submit to RAP during the period of July 1st through August 30th of each year, an annual performance or program report ("PERFORMANCE REPORT"), based on the prior fiscal year's PROGRAM activities (July through June). This PERFORMANCE REPORT shall specifically include, but not be limited to:
  - (i) Annual Financial Statement (Revenue and Expenditures for prior fiscal year);
  - (ii) Annual Budget for upcoming fiscal year (July through June);
  - (iii) PROGRAM participant data describing the number of persons served during the prior fiscal year; and
  - (iv) Discussion of PROGRAM changes or challenges.
- c. RAP reserves the right to request reasonable additional materials or clarifying information upon review of the submitted PERFORMANCE REPORT.
- d. CITY's approval to continue the collaborative relationship may be based on findings obtained through the ANNUAL PERFORMANCE REVIEW, evaluation

of the PERFORMANCE REPORT, a review of ORGANIZATION's compliance with the terms and conditions of this AGREEMENT, including interviews with RAP's Recreational Services Staff, and Maintenance Staff at the PREMISES, and any other factors the RAP may deem as reasonably necessary, including input and feedback from PROGRAM participants and the public. With the understanding that the ANNUAL PERFORMANCE REVIEW PROCESS may be occasionally modified, a Sample Annual Performance Report Questionnaire is attached hereto and incorporated herein by reference as Exhibit C. Prior to the commencement of the evaluation process, staff will instruct and coordinate with the ORGANIZATION accordingly. CITY shall not unreasonably withhold its determination of the ANNUAL PERFORMANCE REVIEW.

**4. Access to Premises.**

ORGANIZATION and any authorized third-party associated with the ORGANIZATION's PROGRAM at the PREMISES, shall abide by the terms and conditions expressed in this AGREEMENT and will cooperate fully with RAP and its employees in the performance of their duties. Any third-party participation in the PROGRAM shall be supervised by the ORGANIZATION at all times while such third-party is present at the PREMISES, and RAP on-site staff shall be made aware of such third-party activities.

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. 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 at the PREMISES by providing written notice to ORGANIZATION of such suspension. Such activities shall remain suspended until they are no longer deemed a threat to public safety, at which time the CITY shall promptly provide written notice to ORGANIZATION of same.

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 11 below, shall be suspended during such time period that CITY has taken over the PREMISES for the above use.

**5. Permitted Uses and Use Restrictions.**

ORGANIZATION shall not expand and/or change the scope of PERMITTED USES set forth in this Section or the Program Description attached hereto as Exhibit B, without the prior written approval and consent of the BOARD through an



amendment to this AGREEMENT. ORGANIZATION is authorized to use the PREMISES in accordance with the following conditions:

- a. ORGANIZATION shall operate the “Play-based Nursery Care” portion of the PROGRAM for children ages two and-a-half (2.5) years old through five (5) years old from August to May.
- b. ORGANIZATION shall operate the “Summer Camp” portion of the PROGRAM for children ages three (3) through six (6) years old during the months of June and/or July.
- c. ORGANIZATION shall operate the “Toddler Play and Learn” portion of the PROGRAM for parents and their children eighteen (18) to thirty-six (36) months of age, on Fridays from August to May.
- d. ORGANIZATION shall provide each of the early childcare education services described in paragraphs 5(a), 5(b), and 5(c) for a maximum of twenty-four (24) children from the surrounding neighborhood to the satisfaction of RAP in accordance with the terms and conditions of this AGREEMENT and providing for all necessary personnel, equipment, and supplies at ORGANIZATION’s own expense.
- e. ORGANIZATION shall be responsible for (i) all costs related to the operation of the PROGRAM, (ii) all costs related to the maintenance of the PREMISES as specified in Section 8 below, and (iii) the payment of related CRRF to RAP in accordance with Section 11 below.
- f. ORGANIZATION shall provide sufficient staff for the operation of the PROGRAM, and shall provide all materials, supplies, equipment, and funds necessary to operate the PROGRAM permitted herein, to the reasonable satisfaction of the CITY.
- g. ORGANIZATION shall ensure that no photographs of minors or depictions of their likeness are included in any publication without obtaining prior written consent from the child’s parent or legal guardian.
- h. ORGANIZATION shall not sub-let or issue any permit for use of the PREMISES without the advance written approval of RAP.
- i. ORGANIZATION is solely responsible for the actions of all individuals and/or organizations participating in the PROGRAM at the PREMISES, and shall ensure that such individuals and/or organizations agree in writing to abide by all conditions set forth in this AGREEMENT.
- j. ORGANIZATION is solely responsible for securing its belongings and shall be solely responsible for the security and maintenance of any storage container(s)

and related contents, 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.

- k. The dispensing and /or consumption of beer, wine or other intoxicating liquors (commonly referred to alcoholic beverages) shall not be permitted on the PREMISES.
- l. No merchandise shall be sold or authorized to be sold by ORGANIZATION on the PREMISES without first obtaining advance written authorization from RAP.

**6. Obligations of ORGANIZATION.**

ORGANIZATION shall:

- a. Operate on the PREMISES only during the specified days and hours listed below in Section 7 of this AGREEMENT.
- b. Maintain the PREMISES in accordance with Section 8 of this AGREEMENT.
- c. Provide sufficient staff necessary to perform the operation of its PROGRAM, including the provision of services, providing all materials, supplies, equipment, and consistently using reasonable efforts to obtain funds necessary to operate it.
- d. Comply with all RAP policies and procedures as well as all Federal, State, County, and local regulations, orders and mandates, including but not limited to health and safety orders and guidelines related to COVID-19, and background checks and fingerprinting for any volunteer or paid staff participating in the PROGRAM at the PREMISES, throughout the TERM of this AGREEMENT. In doing so, ORGANIZATION shall maintain regular communication with RAP staff to ensure ORGANIZATION's compliance with such policies, procedures, regulations, orders and requirements and ORGANIZATION shall be solely responsible for all costs related to ensuring such compliance.
- e. Be 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/or subcontractors engaging in the PERMITTED USES as 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. 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.

- f. 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.
- g. 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.
- h. Prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages), which is NOT one of the PERMITTED USES authorized herein, and therefore shall not be permitted to occur on the PREMISES under any circumstances.
- i. Not charge or impose any rates and fees in connection with the PROGRAM which are in excess of rates and fees that are charged by other similar organizations for participation in similar 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. Any fees charged must be approved in writing by RAP. ORGANIZATION shall provide RAP with no less than ninety (90) 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 the ORGANIZATION under this AGREEMENT is in the best interest of the CITY in connection thereto.
- j. Employees of ORGANIZATION and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with CITY employees, contractors, or volunteers, (2) working on CITY property while performing services under this Agreement, and/or (3) coming into contact with the public while performing services under this Agreement (collectively, "In-Person Services"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel has received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to

perform In-Person Services, ORGANIZATION shall obtain proof that such Contractor Personnel has been fully vaccinated. The ORGANIZATION shall retain such proof for the document retention period set forth in this Agreement. The ORGANIZATION shall grant medical or religious exemptions to Contractor Personnel as required by law.

- k. 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.

**7. 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).

PERMITTED USES shall be conducted during PERMITTED TIMES as follows:

- a. PROGRAM operations for the “Playbased Nursery Care” portion from August through May are from 9 a.m. to 12:00 p.m. for the Morning Session and Extended Care until 1:30 p.m., Monday through Thursday. ORGANIZATION shall be allowed to enter the PREMISES one hour before and stay one hour after regular operating times for set-up and clean-up purposes.
- b. ORGANIZATION is authorized to conduct additional PROGRAM activities referred to as “Summer Camp” from 9:00 a.m. to 1:00 p.m., Monday through Friday, during the months of June to July for children ages three (3) to six (6) years old. ORGANIZATION shall be allowed to enter the PREMISES one hour before and stay one hour after operating times for set-up and clean-up purposes.
- c. ORGANIZATION is authorized to conduct additional PROGRAM activities referred to as “Toddler Play and Learn” sessions, for children eighteen (18) months to thirty-six (36) months of age and one of their guardians, from 9:30 a.m. to 11:00 a.m. on Fridays only, from August through May. ORGANIZATION shall be allowed to enter the PREMISES one hour before and one hour after PROGRAM operating times for set-up and clean-up purposes.
- d. ORGANIZATION is allowed to conduct Board/Parent meetings twice per month between the hours of 12:00 p.m. and 7:00 p.m., Monday through Thursday, and 9:00 a.m. to 7:00 p.m. on Fridays.
- e. ORGANIZATION may conduct fundraising events on the PREMISES one weekend per quarter between the hours of 8:00 a.m. to 4:30 p.m. on either Saturday or Sunday. ORGANIZATION shall provide RAP with a calendar of the respective fundraising events at the beginning of the school year in August.

ORGANIZATION shall provide a thirty (30) days prior notice to and receive approval by RAP for any events not on the approved school year calendar.

- f. ORGANIZATION shall not be allowed onto the PREMISES during hours other than those authorized above, unless authorized by RAP's prior written approval.
- g. ORGANIZATION is aware that CENTER staff are unavailable on Sundays and holidays observed by the CITY, and that the CENTER is subject to occasional closures at the sole discretion of RAP.
- h. ORGANIZATION shall not utilize PREMISES during hours other than the authorized PERMITTED TIMES, without RAP's prior written authorization.

**8. Maintenance and Repair of Premises.**

During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, ORGANIZATION, 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. ORGANIZATION 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 ORGANIZATION, and regardless of cause.
- b. ORGANIZATION, 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 ORGANIZATION 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. ORGANIZATION 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 ORGANIZATION 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, including but not limited to health and safety orders and guidelines related to COVID-19; and
  - iv. ORGANIZATION shall be responsible for maintaining existing landscaping and irrigation including repairs.
- d. ORGANIZATION 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. ORGANIZATION shall be responsible for securing ORGANIZATION'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 ORGANIZATION personal property before, during, or after PERMITTED TIMES.
- 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. ORGANIZATION 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 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 11 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

mergency response by RAP, RAP shall not be held liable for any loss of revenue or interruption of the PROGRAM, if advance notice to the ORGANIZATION is not possible in a timely manner.

- 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 (30) 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 Maintain or 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, on the PREMISES or the improvements thereon, or any part thereof, at any time during the TERM of this AGREEMENT.
- k. Repairs by CITY. 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 (48) hours from completion of the required work.

**9. 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. 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.

**10. Fundraising.**

ORGANIZATION may hold fundraising activities at the PREMISES during PERMITTED TIMES designated for fundraising, subject to prior written approval from RAP for the date and time for each fundraising event. Such authorization shall be requested from the CENTER's Director in Charge ("DIC") and approved by the RAP Representative(s) listed in Section 19 or designee, no fewer than 3

months prior to the scheduled activity. ORGANIZATION may have no more than four (4) fundraising events per year with a maximum of one (1) 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.

**11. Consideration and CRRF.**

The consideration for this AGREEMENT in exchange for ORGANIZATION's use of the PREMISES shall be ORGANIZATION's provision of the PROGRAM for the benefit of the general public and the maintenance of the PREMISES at no cost to RAP or the CITY, pursuant to the terms and conditions of this AGREEMENT. However, in addition to the cost of PROGRAM operation, ORGANIZATION is also responsible for the cost of utility services, solid waste disposal, and any fiscal impacts to RAP. In accordance with RAP policies, ORGANIZATION shall be responsible for such expenses, either through direct payments to applicable service providers or payment of Cost Recovery Reimbursement Fees (CRRF) to RAP, as described in further detail below.

- a. Cost Recovery Reimbursement Fees. ORGANIZATION shall pay a CRRF to RAP for costs incurred by RAP, as related to ORGANIZATION's use of the PREMISES, which do not include any costs paid directly to applicable utility or service providers. The total CRRF required under this AGREEMENT is \$305.00 per month, or \$3,660.00 annually, paid in advance for Utilities, Solid Waste Disposal, and Staff impacts, as detailed below. Non-payment of the Cost Recovery Fee shall be considered a default of this AGREEMENT and cause for this AGREEMENT to be terminated.
- b. Utilities. Pursuant to RAP policy regarding utility fees for water, electricity, and/or gas services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on July 13, 2011 (Report No. 11-202), ORGANIZATION's pro-rata cost of electricity and water at the PREMISES is One Hundred One Dollars (\$101.00), and shall be the responsibility of ORGANIZATION. The CRRF is inclusive of the electricity and water, and shall be reimbursed to RAP as part of the total monthly CRRF in paragraph 11(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), ORGANIZATION's pro rata monthly cost of waste disposal at the PREMISES is Sixty-One Dollars (\$61.00), and shall be the responsibility of ORGANIZATION. The CRRF is inclusive of the Trash and Solid Waste Disposal and shall be reimbursed to RAP as part of the total monthly CRRF in paragraph 11(a) above.



- d. Staff Impact. Pursuant to the RAP Policy regarding Staff Impacts related to direct services provided by RAP at park facilities operated by non-profit organizations and other collaborations, or administrative services related to this AGREEMENT, approved by the Board on July 19, 2012 (Report No. 12-217), ORGANIZATION shall be responsible for reimbursing RAP for administrative and common area maintenance costs incurred by RAP in the amount of One Hundred Forty-Three Dollars (\$143.00). The CRRF is inclusive of the Staff Impact and shall be reimbursed to RAP as part of the total monthly CRRF in paragraph 11(a) above.
- e. Telephone and Data Lines. ORGANIZATION shall be responsible for the cost of telephone and data lines utilized within PREMISES and shall pay the service provider directly.
- f. Cost Recovery Reimbursement Fee Payments. Payment of the Cost Recovery Reimbursement Fee shall be by check, money order, or cashier's check made out to "City of Los Angeles Department of Recreation and Parks." RAP at its discretion may provide courtesy invoices, but ORGANIZATION is wholly responsible for timely payment of the Cost Recovery Reimbursement Fee regardless of written notification which is not required. Payments are to be mailed to:

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

**12. Insurance.**

Before accessing and using the PREMISES for purposes of PROGRAM operation under this AGREEMENT, and periodically as required during its TERM, ORGANIZATION shall furnish CITY with evidence of insurance 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, agencies, 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. Instructions for submitting proof of insurance are included with Exhibit D.

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

- 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 may diminish the protection such insurance affords CITY within thirty (30) 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 thirty (30) calendar days of the knowledge of same.
- c. If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY's interest, ORGANIZATION shall provide CITY at least thirty (30) calendar days (ten (10) calendar days for non-payment of premium) prior written notice of such intended election. The notice will be sent by receipted delivery addressed as follows: City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, California 90012, or to such address as CITY may specify by written notice to ORGANIZATION.
- d. ORGANIZATION's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate this AGREEMENT or, at its discretion, pay to procure or renew such insurance to protect CITY's interest, and ORGANIZATION agrees to reimburse CITY for all money so paid for such procurement or renewal.
- 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.

**13. 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, (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 ORGANIZATION'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 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.

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

**14. 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 (30) 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 (30) 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.

**15. 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 at 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). CITY and ORGANIZATION agree to notify each other in writing prior to the release or use of any press release, public announcement, marketing or promotion of the PREMISES with respect to the ORGANIZATION's use of the PREMISES. Further, any such press release, public announcement, marketing materials, or brochures prepared by ORGANIZATION shall appropriately acknowledge the contributions of both CITY and ORGANIZATION. To the extent stipulated in any grant agreement, with respect to the PROGRAM and the use of the PREMISES in connection thereto, the 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 grantor representatives. Further, CITY and ORGANIZATION shall coordinate the scheduling and organization of any public or media event with respect to the PROGRAM and the use of the PREMISES in connection thereto, 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 PROGRAM and the use of the PREMISES in connection thereto, shall contain any acknowledgements required under any grant agreement.

**16. Signage.**

No signs or banners of any kind shall 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.

**17. Parking.**

During the TERM of this AGREEMENT and during PERMITTED TIMES specified above in Section 7 of this AGREEMENT, 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, its staff, and public patrons and/or guests shall be required to adhere to established parking requirements. Exclusive or designated parking shall not be allowed, unless previously approved in writing by RAP.

**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. 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:

Contacts for ORGANIZATION:

Tammy Thrailkill, Director  
14265 Addison Street  
Sherman Oaks, CA 91403  
Phone: (818) 464-8935  
Cell: (818) 337-9650  
teachertammy@shermanoakscoop.org

Contacts for RAP:

Laura Island Principal Recreation Supervisor II,  
Valley Region Recreational Services Division  
6335 Woodley Avenue  
Van Nuys, CA 91406  
Phone: (818) 756-8060

Wayne Neal, Principal Grounds Maint. Supervisor II, Valley Region, or designee  
Email: Wayne.Neal@lacity.org  
Phone: (818) 756-8189

**20. Representations and Warranties.**

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

**21. 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.

**22. 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.

**23. Safe Practices.**

ORGANIZATION shall correct violations of safety practices during its PERMITTED USE immediately and shall cooperate fully and in good faith with CITY in the investigation of accidents or deaths occurring on the PREMISES. In the event of death or serious injury (requiring an emergency room hospital visit), ORGANIZATION must notify the RAP contacts referenced in Section 19 as soon as possible but no later than twenty-four (24) hours after ORGANIZATION has knowledge of the incident by telephone call, with a follow up email notice. Notice of non-serious injuries occurring at the PREMISES shall be provided to RAP within seventy-two (72) hours. ORGANIZATION shall maintain at the PREMISES a record of non-serious injuries occurring on the PREMISES, copies of which shall be provided to RAP upon receipt of a written request therefor. ORGANIZATION shall keep internal documentation of the incident(s) occurring during the previous two (2) years and provide RAP with such information upon request.

**24. 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.

**25. Breach or Default.**

Upon the occurrence of one or more events of breach or default of this AGREEMENT 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 (30) calendar days of receipt of said notice, CITY may terminate this AGREEMENT without further delay, whereupon

ORGANIZATION shall immediately terminate its activities at the PREMISES. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) 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

**26. Suspected Child Abuse.**

ORGANIZATION must promptly contact the Los Angeles County Child Protection Hotline (800-540-4000) to report any suspected child abuse at the PREMISES. ORGANIZATION shall notify the RAP contacts specified in Section 19 within 24 hours after a report has been made.

**27. Ratification.**

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

**28. 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 pursuant to Section 19, 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.

**29. 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: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of CITY or 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.

**30. 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 operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as a "Possessory Interest" and such property interest will be subject to property taxation. 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.

**31. Ordinances and Standard Provisions.**

The "Standard Provisions for City Contracts (Rev. 09/22) [v.1]" (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. 09/22)[v.1]" 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.

**32. Incorporation of Documents.**

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

- Exhibit A: Site Map for Sherman Oaks Nursery Cooperative Nursery School
- Exhibit B: Program Description
- Exhibit C: Sample Annual Performance Report Questionnaire



Exhibit D: Insurance Requirements and Instructions for Submission  
Exhibit E: Standard Provisions for City Contracts (Rev. 9/22) [v.1]

The order of precedence in resolving conflicting language, if any, in the documents shall be: 1) This AGREEMENT exclusive of attachments; 2) Exhibit A; 3) Exhibit B; 4) Exhibit C; 5) Exhibit D; 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 OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

SHERMAN-OAKS PLAYGROUP, DBA SHERMAN OAKS COOPERATIVE NURSERY SCHOOL, a California nonprofit organization

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

By: \_\_\_\_\_  
President

By: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

HYDEE FELDSTEIN SOTO, City Attorney

By: \_\_\_\_\_  
Brendan Kearns, Deputy City Attorney

Date: \_\_\_\_\_

**Exhibit A**  
**Site Map**

The PREMISES at 14265 Addison St, Sherman Oaks, CA 91423 authorized for the operation of Sherman-Oaks Playgroup, dba Sherman Oaks Cooperative Nursery School in accordance with the terms and conditions of this AGREEMENT is illustrated below.



## **Exhibit B**

### **Program Description:**

Since 1955, Sherman-Oaks Playgroup, dba Sherman Oaks Cooperative Nursery School (ORGANIZATION) has been a vibrant parent-participation preschool, serving up to 24 children and their parents each school year. It has grown over the years and continues evolving to meet the changing needs of member families and to reflect best practices in early childhood education.

Sherman Oaks Cooperative Nursery School provides early childhood education through a "Play-based Nursery Care" program for children ages 2.5 years through 5 years old from August to May, Monday through Thursday from 9 a.m. to 12 p.m. and an optional Extended Care hour and a half ending at 1:30 p.m. The ORGANIZATION also offers a "Summer Camp" program for children ages 3 through 6 years old, Monday through Friday from 9 a.m. to 1 p.m. during the months of June and/or July, and a teacher guided "Toddler Play and Learn" class for parents and their children eighteen (18) to thirty-six (36) months of age on Fridays from 9:30 a.m. to 11:00 a.m. August through May.

ORGANIZATION is a non-profit, non-sectarian, democratic organization where each family shares in the planning and operation of the PROGRAM. Parents participate in the program on a rotating basis, serving as volunteer assistants to a professional staff. This enables parents to learn and develop skills, alongside the students, while building community with other families. Children benefit from witnessing their parents' commitment to education, thus helping to form their own positive relationship to education.

The school strives to create a community of caring families and teachers to provide an emotionally and physically nurturing environment in which learning can occur, both for children and their parents. By applying a child-centered, child-directed, play-based approach to learning, the social-emotional, cognitive, physical and creative development of each child is fostered, under the professional guidance of inspiring early childhood educators.

Monthly tuition for the "Play-based Nursey Care" early childcare education program that runs from August to May is currently \$400 a month, and requires other fees including a one-time application fee of \$100 (non-refundable) and a one-time registration fee of \$200 (which is treated like a security deposit that may be refunded with a 30 days notice prior to non-enrollment). Optional Extended Care costs between \$5-10 per day depending on how many children are enrolled.

"Toddler Play and Learn" classes cost \$125 for a 6 week long course. The "Summer Camp" program costs \$100 per week and is voted upon annually by the Board on the basis of whether there will be enough students participating to cover costs.

The cooperative has two paid employees consisting of the Director and Teacher, and thirteen (13) volunteer parents participating in the PROGRAM. Daily PROGRAM operations include the Teacher supported by 2-3 parents volunteering per day.

## Exhibit C

### Sample Annual Performance Report Questionnaire



#### City of Los Angeles Department of Recreation and Parks Partnership Section

#### ANNUAL PERFORMANCE REPORT

ORGANIZATION NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

Pursuant to your Organization's Agreement with the Department of Recreation and Parks and the required Annual Performance Report, please provide responses to the following questions (if applicable) regarding the public services and programs provided by your organization on park property. You may include additional information as deemed necessary.

Please send the completed Report to the Partnership Section at [rap.partnerships@lacity.org](mailto:rap.partnerships@lacity.org), with "Annual Performance Report – *organization name*" on the subject line. You may contact Partnership Section staff at (213) 202-5600, should you have any questions.

#### **A. PROGRAM**

1. Describe the program and/or service(s) offered.
2. What are the hours of operation/sessions for the facility?
3. How many participants were enrolled during the performance period?
4. How many of the enrolled participants are from the community (within a 5-mile radius)?
5. How many employees does the organization have?
6. How many volunteers does the organization have?
7. Are any of the staff specialized, licensed, certified, or extraordinarily experienced in a specific field? Please explain briefly.
8. Is the organization able to accommodate participants who have special needs?
  - If so, what needs can be met?
  - Do any of the current, enrolled participants have special needs?
9. List the achievements and/or challenges that occurred during this performance period.
10. Please provide a copy of the schedule of events and activities that occurred during the performance period.

#### **B. FINANCIAL**

1. Provide the schedule of rates and fees for the public programs and services offered.
2. Did the rates/fees increase during this performance period?
3. Please provide a performance period Profit and Loss Report.
4. Please provide the Annual Budget for the upcoming performance period (fiscal year).
5. Please provide a copy of the organization's IRS most recent 990 form filed with the Internal Revenue Service (IRS).

Partnership Section  
Annual Performance Report

**C. OUTREACH**

1. Did the organization operate at full capacity during this review period?
2. Does the organization have a waiting list?
  - Are potential participants charged a fee to be added to the waiting list?
  - What is the organization's method for choosing an individual from the waiting list to fill an available spot?
3. What effort did the organization make during this review period to recruit new participants?
4. Does the organization collect demographic information from the participants?
5. Does the organization survey participants about the program?

**D. SAFETY COMPLIANCE**

1. Are the organization's employees and volunteers fingerprinted under a Department of Justice background check?
2. What is the ratio of staff to participants?
  - Does this ratio satisfy applicable requirements for supervision and safety under industry regulations/guidelines?
3. Does all of the equipment and instructional supplies adhere to the appropriate safety specifications and requirements under standard industry guidelines and/or regulations?

**E. ORGANIZATION COMPLIANCE**

1. Is the organization in good legal standing as a nonprofit organization?
2. Does the organization sub-let any space to another entity?
3. Has the organization received any complaints?
  - If so, please describe the situation and how it was addressed/resolved.
4. Were any improvements or repairs to the facility performed by the organization or RAP? Please list the date(s) and name(s) of the entities involved, including RAP staff.
5. Does the organization have any staff or volunteer comments/issues/requests that the organization would like to discuss with RAP?

**REQUIRED ATTACHMENTS (as applicable)**

1. Annual Profit & Loss Report
2. Annual Schedule of Events and Activities
3. Program Handbook
4. Annual Budget for Upcoming Fiscal Year
5. Copy of IRS 990 form
6. Copies of:
  - Waiting List
  - Demographic Information (if applicable)
  - Annual Surveys of Participants
  - Marketing Materials
  - Insurance Confirmation Number (from Risk Management website)
  - Proof of 501(c)(3) status

**Thank you for your cooperation in completing this process.**

*Revised April 2020*

# Exhibit D

## Insurance Requirements

Form Gen. 146 (Rev. 6/12)

Clear Form

### Required Insurance and Minimum Limits

Name: Sherman-Oaks Playgroup Dba Sherman Oaks Cooperative Nursey School Date: 5/4/2022

Agreement/Reference: ROE: To Operate a Cooperative Recreational Pre-School Program at Van Nuys-Sherman Oaks 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

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

WC Statutory  
EL 1,000,000

- Waiver of Subrogation in favor of City  Longshore & Harbor Workers  
 Jones Act

**General Liability** City of Los Angeles must be named as an Additional Insured Party 1,000,000

- Products/Completed Operations  Sexual Misconduct 1,000,000  
 Fire Legal Liability \_\_\_\_\_  
 \_\_\_\_\_

**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) \_\_\_\_\_

**Professional Liability** (Errors and Omissions) \_\_\_\_\_

Discovery Period \_\_\_\_\_

**Property Insurance** (to cover replacement cost of building - as determined by insurance company) \_\_\_\_\_

- All Risk Coverage  Boiler and Machinery  
 Flood \_\_\_\_\_  Builder's Risk  
 Earthquake \_\_\_\_\_  \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Surety Bonds - Performance and Payment (Labor and Materials) Bonds** \_\_\_\_\_

**Crime Insurance** \_\_\_\_\_

**Other:** Provided to: Adriana Bautista @ RAP

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>  
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.

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](http://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. 09/22) [v.1]

**ATTACHED SEPARATELY**

**DEPARTMENT OF RECREATION  
AND PARKS**

**CITY OF LOS ANGELES  
CALIFORNIA**

**BOARD OF COMMISSIONERS**

**RENATA SIMRIL**  
PRESIDENT

**LUIS SANCHEZ**  
VICE PRESIDENT

**FIONA HUTTON**  
**MARIE LLOYD**  
**BENNY TRAN**

**TAKISHA SARDIN**  
BOARD SECRETARY  
(213) 202-2640



**KAREN BASS**  
MAYOR

**JIMMY KIM**  
GENERAL MANAGER

**MATTHEW RUDNICK**  
EXECUTIVE OFFICER

**CATHIE SANTO DOMINGO**  
ASSISTANT GENERAL MANAGER

**BELINDA JACKSON**  
ASSISTANT GENERAL MANAGER

**BRENDA AGUIRRE**  
ASSISTANT GENERAL MANAGER

(213) 202-2633

August 4, 2023

Sherman-Oaks Playgroup  
Dba Sherman Oaks Cooperative Nursery School  
C/o Tammy Thrailkill, Director  
PO Box 57251  
Sherman Oaks, CA 91413

**TEMPORARY, REVOCABLE RIGHT OF ENTRY PERMIT TO SHERMAN-OAKS  
PLAYGROUP DBA SHERMAN OAKS COOPERATIVE NURSERY SCHOOL TO  
OPERATE A COOPERATIVE RECREATIONAL PRE-SCHOOL PROGRAM AT VAN  
NUYS-SHERMAN OAKS RECREATION CENTER – PERMIT NO. PD-ROE-141**

Dear Ms. Thrailkill,

The City of Los Angeles (CITY), Department of Recreation and Parks (RAP), hereby issues this temporary, revocable right-of-entry Permit No. PD-ROE-141 (PERMIT) to Sherman-Oaks Playgroup, aka Sherman Oaks Cooperative Nursery School (PERMITTEE), a 501(c)(3) non-profit corporation. Pursuant to the terms and conditions of this PERMIT, PERMITTEE is granted authorization to enter a portion of park property commonly referred to as, Sherman Oaks Cooperative Nursery School, located at 14265 W. Addison Street, Sherman Oaks, CA 91423 (PREMISES); within Van Nuys-Sherman Oaks Recreation Center (CENTER), located at as 14201 Huston Street, Sherman Oaks, CA 91423. The PREMISES is depicted by the site plan attached hereto and incorporated herein by reference as Exhibit-A; for purposes of the temporary operation and maintenance of a State of California licensed cooperative recreational preschool program (PROGRAM) through recreational activities in accordance with RAP childcare guidelines.

PERMITTEE is obligated and agrees to be solely responsible for all costs associated with the operation and maintenance of the PROGRAM. 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 subject to the following conditions:

1. PERMISSION GRANTED

Permission is granted to PERMITTEE to operate the PROGRAM at the PREMISES as described herein, pursuant to the terms and conditions of this PERMIT and applicable RAP Policies.

2. PREMISES DEFINED

The PREMISES, as depicted by Exhibit A, is located at 14265 W. Addison Street, Sherman Oaks, California 91423.

The PREMISES includes a 14,000 sq. ft. enclosed, gated area, and 1,080 sq. ft. modular building (BUILDING) with two (2) small children's restrooms, one sink for children and one ADA compliant adult restroom and sink. The PREMISES is located north of the CENTER'S tennis courts and maintenance yard.

Shared Vehicle Access: As depicted by Exhibit-A, the driveway located adjacent to the BUILDING shall be shared by PERMITTEE and RAP employees during PERMITTEE operating hours specified in Section 5 below (Days and Periods of Use). However, RAP employees and any emergency personnel or vehicles shall at all times have priority over any other users of the driveway, including PERMITTEE.

3. PERMIT TERM

The commencement date (COMMENCEMENT DATE) of this PERMIT is April 10, 2023. The performance period of this PERMIT is one year (1) year from the COMMENCEMENT DATE (TERM).

4. PERMITTED USES

PERMITTEE shall:

- a. PERMITTEE shall operate the PROGRAM for children ages two years and six months (2.5) through five (5) years old, providing for all necessary personnel, equipment, and supplies at PERMITTEE's own expense. PERMITTEE shall provide pre-school services for a maximum of twenty-four (24) children from the surrounding neighborhood to the satisfaction of RAP. In accordance with the terms and conditions of this PERMIT, PERMITTEE shall be responsible for all costs related to the operation of the PROGRAM and maintenance of the PREMISES, as described by this Section 4 and Section 7 (Maintenance and Repair), respectively.
- b. PERMITTEE shall maintain regular communication with RAP staff to ensure PERMITTEE's compliance with RAP policies, procedures, and requirements, as well as local, state, and federal laws, codes and



regulations applicable to PERMITTEE's operation at the PREMISES, including but not limited to background checks and fingerprinting for any volunteer or paid staff participating in the PROGRAM on the PREMISES.

- c. PERMITTEE is solely responsible for creating and enforcing protocols ensuring all persons participating in PROGRAM activities on the PROPERTY 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 Department of Justice background checks, Live Scan 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.
- d. PERMITTEE shall provide sufficient staff to maintain a staff to student ratio necessary to operate recreational nursery school programs, providing all materials, supplies, equipment, and funding, in accordance with State childcare licensing regulations and requirements, and RAP Childcare Guidelines.
- e. Alcoholic Beverages. The dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages) shall not be permitted on the PREMISES.

5. PERMITTED TIMES

PERMITTEE shall be entitled to use the PREMISES during the days and times specified below (PERMITTED TIMES), to operate the PROGRAM, including related recreational uses, functions, events, and other agreed upon uses in accordance with the following:

- a. PERMITTED TIMES of operation are 9:00 a.m. to 12:00 p.m. for the Morning Session and Extended Care until 1:30 p.m., Monday through Thursday from August through May. PERMITTEE shall be allowed to enter the PREMISES one hour before and stay one hour after operating times for set-up and clean-up purposes.
- b. PERMITTEE shall have non-licensed recreational activities referred to as "Toddler Play and Learn" sessions for children eighteen (18) to thirty-six (36) months of age from 9:30 a.m. to 11:00 a.m., on Fridays from August through



May. PERMITTEE shall be allowed to enter the PREMISES one hour before and stay one hour after operating times for set-up and clean-up purposes.

- c. PERMITTEE shall have non-licensed recreational activities referred to as Summer Camp during the month of June from 9:00 a.m. to 1:00 p.m., Monday through Friday, for children ages three (3) to six (6) years old. PERMITTEE shall be allowed to enter the PREMISES one hour before and stay one hour after operating times for set-up and clean-up purposes.
- d. PERMITTEE is allowed to conduct Board/Parent meetings, maintenance, and/or fundraising events between the hours of 12:00 p.m. and 7:00 p.m., Monday through Thursday, and 9:00 a.m. to 7:00 p.m. on Fridays, but limited to two times per month; and one weekend per quarter between the hours of 8:00 a.m. to 4:30 p.m., Saturday or Sunday. PERMITTEE shall provide a calendar of the respective events at the beginning of the school year in August. PERMITTEE shall provide a thirty (30) days prior notice to and receive approval by RAP for any events not on the approved calendar for the school year.
- e. PERMITTEE shall not be allowed onto the PREMISES during hours other than those authorized above, unless authorized by RAP's prior written approval. However, PERMITTEE shall be allowed to perform emergency maintenance and/or repairs within the PREMISES on a case by case basis, in accordance with Section 7 (Maintenance and Repair) and with prior notification to RAP.
- f. PERMITTEE is aware that PARK staff are unavailable on Federal Holidays and that the PARK is subject to closures at the sole discretion of RAP.

6. PARKING

During the TERM of this PERMIT and during PERMITTED TIMES, PERMITTEE, its staff, and public patrons and/or guests, whether or not involved in PERMITTEE 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. Exclusive or designated parking shall be not allowed.



7. MAINTENANCE, REPAIR, AND ALTERATION 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 perform the functions of maintenance and/or repair of the PREMISES as described herein.

- a. PERMITTEE accepts the PREMISES in its current condition at execution of this PERMIT. RAP shall not have any obligation to repair, remodel, replace, and/or reconstruct any portion of the PREMISES, nor any appliance or fixture thereon, whether installed by CITY or PERMITTEE, and regardless of cause. PERMITTEE shall be responsible for damage to the PREMISES, including vandalism during the TERM of this PERMIT. In addition to being responsible for the PREMISES, PERMITTEE shall also be responsible for the protection of those existing facilities and natural resources outside of the PREMISES and within the PARK that may become impacted by PERMITTEE's activities. PERMITTEE shall be responsible for the repair and or replacement of such PARK improvements if damage is caused by PERMITTEE activities or participants.
- b. PERMITTEE, in performing all required maintenance and repair of the PREMISES, shall provide all staff and materials, supplies, equipment, and funds necessary to perform appropriate maintenance and/or repairs, at no cost the RAP or CITY. All maintenance and/or repair shall be performed to the reasonable satisfaction of RAP, whether routine or by RAP's request or instruction, and in consultation with the designated RAP representative listed in Section 13 of this PERMIT, or by CITY's written request and/or instruction. PERMITTEE shall not perform any alterations to the PREMISES without first obtaining advance approval from the RAP Representative identified in Section 13 herein.
- c. Daily maintenance to be performed by PERMITTEE:
  - i. Maintain the PREMISES in a clean, sanitary condition, removing all debris and trash, whether caused by PERMITTEE's activity or the activity of a contracted vendor, to prevent such matter from being visible to the public;



- ii. Maintain pedestrian paths, common walkways, and other areas within fifteen (15) feet of the PREMISES free of any trash or debris caused by PERMITTEE or PROGRAM activities;
  - iii. Pick up and dispose of trash and debris as needed, to prevent such matter or material from being or accumulating upon said PREMISES, such that it is clearly visible to public view.
  - iv. Maintain and repair 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 related to COVID-19.
- d. PERMITTEE shall immediately repair any damage(s) to the PREMISES which occur during PERMITTEE's operations, or by vandalism, or that is caused by its restoration, refurbishment, or maintenance of the PREMISES. PERMITTEE recognizes that any damage, which remains unrepaired, may constitute a hazard to public safety. Matters of public safety must be addressed immediately with reasonable notification to RAP.
- e. No offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, shall be permitted or allowed to remain on PREMISES.
- f. 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's personal property before, during or after PERMITTED TIMES.
- g. PERMITTEE, in performing any required maintenance and repair of the PREMISES, shall provide CITY staff written communication of the alterations to PREMISES for review and await RAP's written approval in advance. All improvements to PREMISES shall be performed to the reasonable satisfaction of CITY and in consultation with CITY's designated representative as needed, or by CITY's written request and/or instruction.
- h. Comply with all RAP policies and procedures as well as all Federal, State, County, and local regulations, orders and mandates, including but not limited



to health and safety orders and guidelines related to COVID-19, and background checks and fingerprinting for any volunteer or paid staff participating in the PROGRAM at the PREMISES, throughout the TERM of this AGREEMENT. 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.

- i. Employees of PERMITTEE and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, "Contractor Personnel") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with City employees, contractors, or volunteers, (2) working on City property while performing services under this Agreement, and/or (3) coming into contact with the public while performing services under this Agreement (collectively, "In-Person Services"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel has received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, PERMITTEE shall obtain proof that such Contractor Personnel has been fully vaccinated. The PERMITTEE shall retain such proof for the document retention period set forth in this Agreement. The PERMITTEE shall grant medical or religious exemptions to Contractor Personnel as required by law.

8. CONSIDERATION AND CRRF

The consideration for this AGREEMENT in exchange for ORGANIZATION's use of the PREMISES shall be ORGANIZATION's provision of the PROGRAM for the benefit of the general public and the upkeep and clean-up of the PREMISES, at no cost to RAP or the CITY, pursuant to the terms and conditions of this AGREEMENT. However, in addition to the cost of PROGRAM operation, ORGANIZATION is also responsible for the cost of utility services, solid waste disposal, and any fiscal impacts to RAP. In accordance with RAP policies, ORGANIZATION shall be responsible for such expenses, either through direct payments to applicable service providers or payment of Cost Recovery Reimbursement Fees (CRRF) to RAP, as described in further detail below.

- a. Cost Recovery Reimbursement Fees. 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 total CRRF required under this PERMIT is \$305.00 per month, or \$3,660.00 annually, paid in advance for utilities, solid waste disposal, and Staff impacts as detailed below. Non-payment of the Cost Recovery Fee shall be considered a default of this PERMIT and cause for this PERMIT to be revoked.

- b. Electricity and Water. Pursuant to RAP policy regarding utility fees for services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on July 13, 2011 (Report No. 11-202), ORGANIZATION's pro-rata cost of electricity and water at the PREMISES is One Hundred One Dollars (\$101.00) and shall be the responsibility of ORGANIZATION. The CRRF is inclusive of the Electricity and Water and shall be reimbursed to RAP as part of the total monthly CRRF 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), ORGANIZATION pro rata cost of waste disposal at the PREMISES of Sixty-One Dollars (\$61.00) and shall be the responsibility of ORGANIZATION. The CRRF is inclusive of the Trash and Solid Waste Disposal and shall be reimbursed to RAP as part of the total monthly CRRF in paragraph 8(a) above.
- d. Staff Impact. Pursuant to the RAP Policy regarding Staff Impacts related to services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on July 19, 2012 (Report No. 12-217), ORGANIZATION shall be responsible for reimbursing RAP for administrative and common area maintenance costs incurred by RAP in the amount of One Hundred Forty-Three Dollars (\$143.00). The CRRF is inclusive of the Staff Impact and shall be reimbursed to RAP as part of the total monthly CRRF in paragraph 8(a) above.
- e. Telephone and Data Lines. ORGANIZATION shall be responsible for the cost of telephone and data lines utilized within PREMISES and shall pay the service provider directly.
- f. The CRRF is to be paid on a quarterly basis or monthly bases, in advance on or before the 10th of every first month of the upcoming three (3) month period (i.e. due on January 10th for January, February, and March), or every month for current payment due. ORGANIZATION is wholly responsible for the



timely payment of the CRRF, without the need for RAP to invoice ORGANIZATION.

- g. All CRRF payments must be made by check or money order made payable to:

“City of Los Angeles Department of Recreation and Parks”

- h. All 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

9. ANNUAL PERFORMANCE REVIEWS

PERMITTEE agrees to a series of ANNUAL PERFORMANCE REVIEWS to determine the feasibility and benefit of continuing the collaborative relationship between CITY and PERMITTEE under this PERMIT. PERMITTEE shall provide an annual performance or program report (PERFORMANCE REPORT) during the period of May 1<sup>st</sup> through June 1<sup>st</sup> of each year. This PERFORMANCE REPORT shall cover, but not be limited to:

- (i) Annual Budget and Report of Expenditures;
- (ii) Data on participants and program results;
- (iii) Copies of marketing, recruitment, and press materials; and,
- (iv) Discussion of program changes or challenges.

The RAP General Manager or designee reserves the right to request additional materials or clarifying information upon initial review of the submitted PERFORMANCE REPORT. A sample Performance Evaluation Form is attached hereto and incorporated herein by reference as Exhibit B.

10. INSURANCE

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

11. 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 PERMITTEE, 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.

PERMITTEE 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. PERMITTEE has carefully reviewed this document, understands its contents, and signs it voluntarily, without being subject to coercion.

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



any City Representative or any other person related to COVID-19 sanitization. PERMITTEE further promises and agrees to indemnify and hold CITY harmless from any and all damages resulting from the contraction of COVID-19.

12. 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 CITY from any claims therefore.

13. PERMIT NOTIFICATIONS

Should PERMITTEE desire modifications to this PERMIT, time extensions, or any other change in scope or intent, such requests for 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

14. PRIMARY PERMIT CONTACTS

PERMITTEE: Tammy Thraillkill, Director  
14265 Addison Street  
Sherman Oaks, CA 91403  
Phone: (818) 464-8935  
Cell: (818) 337-9650

RAP: Chinyere Stoneham, Superintendent, Valley Region  
6335 Woodley, Avenue  
Van Nuys, CA 91406  
Phone: (818) 756-8060

15. RIGHT OF INSPECTION

Authorized representatives, agents, and employees of RAP and/or CITY shall have the right to enter the PREMISES at any time in case of emergency, and upon reasonable notice for the inspection of the PREMISES.

16. SAFETY PRACTICES

PERMITTEE shall correct violations of safety practices immediately and shall cooperate fully 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), PERMITTEE must notify the Recreation Director at the CENTER as soon as possible but no later than twenty four (24) hours after the incident. Notice of non-serious injuries occurring on the PREMISES shall be provided to the RAP contact person referenced in Section 13 and Section 14 within seventy-two (72) hours. PERMITTEE shall keep internal documentation of the incident(s) and provide the RAP General Manager or his or her designee with such information upon request.

17. SUSPECTED CHILD ABUSE

PERMITTEE OR PERMITTEE's parent volunteers must contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at PREMISES. PERMITTEE shall notify the RAP primary contact specified in Section 14 and the Partnership Division specified in Section 13 within five (5) business days after a report has been made.

18. DAMAGE TO PREMISES

PERMITTEE shall be responsible for damage to PREMISES, including vandalism, during the TERM of this PERMIT. PERMITTEE shall maintain the PREMISES in an orderly condition during the TERM of PERMITTEE operations, including the protection of those existing facilities and natural resources at the site(s) that will not be impacted by PERMITTEE's activities. PERMITTEE shall be responsible for the repair and or replacement of PARK improvements if caused by PERMITTEE activities.

19. RESTORATION AND FINAL INSPECTION

Upon termination of this PERMIT, PERMITTEE shall restore to its original condition, all property that is damaged, moved or altered as a result of permitted activities. Said restoration shall take place immediately upon the conclusion of such activities and shall be performed to the satisfaction of RAP. Upon completion of PERMITTEE's activities, PERMITTEE shall contact the RAP Primary Contact specified in Section 13 to arrange a final inspection of the PREMISES. PERMITTEE shall remove all personal property and its own expense. Any such property remaining on the PREMISES following PERMITTEE's vacation of the PREMISES may be removed and disposed of by RAP at the expense of PERMITTEE

20. 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.



21. REVOCATION OF PERMIT

RAP may revoke this PERMIT at any time should PERMITTEE not comply with the terms and conditions contained herein, or for reason beyond RAP's control, or due to emergency. 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.

22. ENTIRE PERMIT

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

23. 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 13, and have filed evidence of required insurance with the City Risk Manager as indicated in Section 10 of this PERMIT. This PERMIT shall become effective subsequent to PERMITTEE's performance of the above and RAP's validation of the executed Signature Page.

24. 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 14, 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.

25. 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



Tammy Thrailkill, Director  
Permit No. PD-ROE-141  
August 4, 2023  
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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: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of CITY or 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.

Sincerely,



MARIANA VALDIVIA,  
Chief Management Analyst  
Partnerships

MV/JA:ab

cc: Chinyere Stoneham, Superintendent, Valley Region...  
Patricia Delgado, Principal Recreation Supervisor II, Valley Region  
Wayne Neal, Principal Grounds Maintenance Supervisor II, Valley Region,  
Joel Alvarez, Sr. Management Analyst, Partnership Section

Attachments: Exhibit A: Sherman Oaks Cooperative Nursery School Site Plan  
Exhibit B: Program Description  
Exhibit C: Sample Performance Evaluation Form  
Exhibit D: Insurance Requirements & Instructions for Submitting Proof of  
Insurance





Tammy Thrailkill, Director  
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**SIGNATURE EXECUTION AND VALIDATION PAGE**

TEMPORARY, REVOCABLE RIGHT-OF-ENTRY PERMIT PD-ROE-141 TO SHERMAN-OAKS PLAYGROUP (DBA SHERMAN OAKS COOPERATIVE NURSERY SCHOOL) TO OPERATE A COOPERATIVE PRE-SCHOOL PROGRAM ON PARK PROPERTY AT VAN NUY-SHERMAN OAKS RECREATION CENTER

As the authorized representative of Sherman Oaks Cooperative Nursery School, a 501(c)(3) non-profit corporation, I hereby accept the terms and conditions of the Right of Entry contained herein:

  
Tammy Thrailkill (Oct 11, 2023 15:15 PDT)  
\_\_\_\_\_  
Permittee Signature

11/10/2023  
\_\_\_\_\_  
Date

Tammy Thrailkill  
\_\_\_\_\_  
Permittee Name (print)

Director  
\_\_\_\_\_  
Title

COMMENCEMENT AND VALIDATION DATE of the PD-ROE-141

04/10/2023  
\_\_\_\_\_  
Commencement Date

  
Adriana Bautista (Oct 11, 2023 15:16 PDT)  
\_\_\_\_\_  
RAP Representative Signature

Adriana Bautista  
\_\_\_\_\_  
Print Name

Management Assistant  
\_\_\_\_\_  
Title



**Exhibit A**  
Site Map

The PREMISES authorized for the operation of Sherman Oaks Cooperative Nursery School in accordance with the terms and conditions of this PERMIT is illustrated by the red perimeter below.



## **Exhibit B**

### Program Description

Since 1955, Sherman-Oaks Playgroup, dba Sherman Oaks Cooperative Nursery School (ORGANIZATION) has been a vibrant parent-participation preschool with Toddler Play and Learn and Summer Camp activities (PROGRAM). The parent-participation preschool serves up to 24 children, ages two years and six months (2.5) through five (5) years old, and their parents each school year. It has grown over the years and continues evolving to meet the changing needs of member families and to reflect best practices in early childhood education.

ORGANIZATION is a non-profit, non-sectarian, democratic organization where each family shares in the planning and operation of the PROGRAM. Parents participate in the program on a rotating basis, serving as volunteer assistants to a professional staff. This enables parents to learn and develop skills, alongside the students, while building community with other families. Children benefit from witnessing their parents' commitment to education, thus helping to form their own positive relationship to education.

The PROGRAM strives to create a community of caring families and teachers to provide an emotionally and physically nurturing environment in which learning can occur, both for children and their parents. By applying a child-centered, child-directed, play-based approach to learning, the social-emotional, cognitive, physical and creative development of each child is fostered, under the professional guidance of inspiring early childhood educators.

Tuition for the preschool is currently \$400 a month, and other fees include a one-time application fee of \$100 (non-refundable) and a one-time registration fee of \$200 (which is treated like a security deposit that may be refunded with a 30 day notice prior to non-enrollment). The cooperative has two paid employees consisting of the Director and Teacher, and thirteen (13) volunteer parents participating in the PROGRAM. Daily preschool operations include the Teacher supported by 2-3 parents volunteering per day from 9:00 a.m. to 12:00 p.m. for the Morning Session and Extended Care until 1:30 p.m., Monday through Thursday from August through May.

On Fridays from August through May non-licensed recreational activities referred to as "Toddler Play and Learn" sessions are held for children eighteen (18) to thirty-six (36) months of age and their caregiver, ran by a teacher from 9:30 a.m. to 11:00 a.m. During the month of June from 9:00 a.m. to 1:00 p.m., Monday through Friday, non-licensed recreational activities referred to as Summer Camp take place for children ages three (3) to six (6) years old.

## Exhibit C Sample Performance Evaluation



### City of Los Angeles Department of Recreation and Parks Partnership Section

#### ANNUAL PERFORMANCE REPORT

**ORGANIZATION NAME:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
**CONTACT NAME:** \_\_\_\_\_ **PHONE NUMBER:** \_\_\_\_\_  
**REPORTING PERIOD:** \_\_\_\_\_

Pursuant to your Organization's Agreement with the Department of Recreation and Parks and the required Annual Performance Report, please provide responses to the following questions (if applicable) regarding the public services and programs provided by your organization on park property. You may include additional information as deemed necessary.

Please send the completed Report to the Partnership Section at [rap.partnerships@lacity.org](mailto:rap.partnerships@lacity.org), with "Annual Performance Report – *organization name*" on the subject line. You may contact Partnership Section staff at (213) 202-5600, should you have any questions.

#### **A. PROGRAM**

1. Describe the program and/or service(s) offered.
2. What are the hours of operation/sessions for the facility?
3. How many participants were enrolled during the performance period?
4. How many of the enrolled participants are from the community (within a 5-mile radius)?
5. How many employees does the organization have?
6. How many volunteers does the organization have?
7. Are any of the staff specialized, licensed, certified, or extraordinarily experienced in a specific field? Please explain briefly.
8. Is the organization able to accommodate participants who have special needs?
  - If so, what needs can be met?
  - Do any of the current, enrolled participants have special needs?
9. List the achievements and/or challenges that occurred during this performance period.
10. Please provide a copy of the schedule of events and activities that occurred during the performance period.

#### **B. FINANCIAL**

1. Provide the schedule of rates and fees for the public programs and services offered.
2. Did the rates/fees increase during this performance period?
3. Please provide a performance period Profit and Loss Report.
4. Please provide the Annual Budget for the upcoming performance period (fiscal year).
5. Please provide a copy of the organization's IRS most recent 990 form filed with the Internal Revenue Service (IRS).

#### **C. OUTREACH**

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

*Revised February 2022*



Partnership Section  
Annual Performance Report: Period \_\_\_\_\_  
Organization: \_\_\_\_\_  
Date: \_\_\_\_\_

2. Does the organization have a waiting list?
  - Are potential participants charged a fee to be added to the waiting list?
  - What is the organization's method for choosing an individual from the waiting list to fill an available spot?
3. What effort did the organization make during this review period to recruit new participants?
4. Does the organization collect demographic information from the participants?
5. Does the organization survey participants about the program?

**D. SAFETY COMPLIANCE**

1. Are the organization's employees and volunteers fingerprinted under a Department of Justice background check?
2. What is the ratio of staff to participants?
  - Does this ratio satisfy applicable requirements for supervision and safety under industry regulations/guidelines?
3. Does all of the equipment and instructional supplies adhere to the appropriate safety specifications and requirements under standard industry guidelines and/or regulations?

**E. ORGANIZATION COMPLIANCE**

1. Is the organization in good legal standing as a nonprofit organization?
2. Does the organization sub-let any space to another entity?
3. Has the organization received any complaints?
  - If so, please describe the situation and how it was addressed/resolved.
4. Were any improvements or repairs to the facility performed by the organization or RAP? Please list the date(s) and name(s) of the entities involved, including RAP staff.
5. Does the organization have any staff or volunteer comments/issues/requests that the organization would like to discuss with RAP?

**REQUIRED ATTACHMENTS (as applicable)**

1. Annual Profit & Loss Report
2. Annual Schedule of Events and Activities
3. Program Handbook
4. Annual Budget for Upcoming Fiscal Year
5. Copy of IRS 990 form
6. Copies of:
  - Waiting List
  - Demographic Information (if applicable)
  - Annual Surveys of Participants
  - Marketing Materials
  - Insurance Confirmation Number (from Risk Management website)
  - Proof of 501(c)(3) status

Thank you for your cooperation in completing this process.

Revised February 2022



**Exhibit D**  
**Insurance Requirements & Instructions for Submitting Proof of Insurance**

Form Gen. 146 (Rev. 6/12)

Clear Form

**Required Insurance and Minimum Limits**

Name: Sherman-Oaks Playgroup Dba Sherman Oaks Cooperative Nursey School Date: 5/4/2022

Agreement/Reference: ROE: To Operate a Cooperative Recreational Pre-School Program at Van Nuys-Sherman Oaks 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 CSI, if the total per occurrence equals or exceeds the CSI amount.

	Limits
<hr/>	
<input checked="" type="checkbox"/> <b>Workers' Compensation (WC) and Employer's Liability (EL)</b>	WC <u>Statutory</u>
	EL <u>1,000,000</u>
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"><input checked="" type="checkbox"/> Waiver of Subrogation in favor of City</div> <div style="width: 45%;"><input type="checkbox"/> Longshore &amp; Harbor Workers <input type="checkbox"/> Jones Act</div> </div>	
<hr/>	
<input checked="" type="checkbox"/> <b>General Liability</b> City of Los Angeles must be named as an Additional Insured Party	1,000,000
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"><input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Fire Legal Liability</div> <div style="width: 45%;"><input checked="" type="checkbox"/> Sexual Misconduct <u>1,000,000</u></div> </div>	
<hr/>	
<input type="checkbox"/> <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	
<hr/>	
<input type="checkbox"/> <b>Professional Liability</b> (Errors and Omissions)	
Discovery Period _____	
<hr/>	
<input type="checkbox"/> <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)	
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"><input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Flood <input type="checkbox"/> Earthquake</div> <div style="width: 45%;"><input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Builder's Risk</div> </div>	
<hr/>	
<input type="checkbox"/> _____	
<hr/>	
<input type="checkbox"/> <b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b>	
<input type="checkbox"/> <b>Crime Insurance</b>	
<hr/>	
<b>Other:</b> Provided to: <u>Adriana Bautista @ RAP</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: <u>http://cao.facity.org/risk/insuranceForms.htm</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.	

(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](http://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.

**ATTACHMENT A**

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

# STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

#### **PSC-4. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

#### **PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

#### **PSC-6. Excusable Delays**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

#### **PSC-7. Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

## **PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

## **PSC-9. Termination**

### **A. Termination for Convenience**

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

### **B. Termination for Breach of Contract**

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of



services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
  6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
  7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
  8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

#### **PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

#### **PSC-11. Contractor's Personnel**

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

#### **PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

#### **PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

#### **PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

#### **PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

#### **PSC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

#### **PSC-18. Indemnification**

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

#### **PSC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-20. Intellectual Property Warranty**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

#### **PSC-21. Ownership and License**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

**PSC-22. Data Protection**

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

**PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

**PSC-24. Best Terms**

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

**PSC-25. Warranty and Responsibility of Contractor**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

**PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

**CONTRACTOR** shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-29. Service Contractor Worker Retention Ordinance**

**CONTRACTOR** shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

**CONTRACTOR** understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.



**PSC-31. Contractor Responsibility Ordinance**

**CONTRACTOR** shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

**PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

**PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-34. First Source Hiring Ordinance**

**CONTRACTOR** shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-35. Local Business Preference Ordinance**

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

**PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # \_\_\_\_\_ Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38.** Contractors’ Use of Criminal History for Consideration of Employment Applications

**CONTRACTOR** shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39.** Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

### **PSC-43. Confidentiality**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

### **PSC-44. COVID-19**

Employees of Contractor and/or persons working on its behalf, including, but not limited to, subcontractors (collectively, “Contractor Personnel”), while performing services under this Agreement and prior to interacting in person with City employees, contractors, volunteers, or members of the public (collectively, “In-Person Services”) must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”). “Fully vaccinated” means that 14 or more days have passed since Contractor Personnel have received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated. Contractor shall retain such proof for the document retention period set forth in this Agreement. Contractor shall grant medical or religious exemptions (“Exemptions”) to Contractor Personnel as required by law. If Contractor wishes to assign Contractor Personnel with Exemptions to perform In-Person Services, Contractor shall require such Contractor Personnel to undergo weekly COVID-19 testing, with the full cost of testing to be borne by Contractor. If Contractor Personnel test positive, they shall not be assigned to perform In-Person Services or, to the extent they have already been performing In-Person Services, shall be immediately removed from those assignments. Furthermore, Contractor shall immediately notify City if Contractor Personnel performing In-Person Services (1) have tested positive for or have been diagnosed with COVID-19, (2) have been informed by a medical professional that they are likely to have COVID-19, or (3) meet the criteria for isolation under applicable government orders.

### **PSC-45. Contractor Data Reporting**

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

## EXHIBIT 1

### INSURANCE CONTRACTUAL REQUIREMENTS

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

### CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

# Required Insurance and Minimum Limits

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement/Reference: \_\_\_\_\_

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

### Limits

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

WC Statutory

EL \_\_\_\_\_

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

#### General Liability

Products/Completed Operations

Sexual Misconduct \_\_\_\_\_

Fire Legal Liability \_\_\_\_\_

#### Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

#### Professional Liability (Errors and Omissions)

Discovery Period \_\_\_\_\_

#### Property Insurance (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood \_\_\_\_\_

Builder's Risk

Earthquake \_\_\_\_\_

\_\_\_\_\_

#### Pollution Liability

\_\_\_\_\_

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

#### Crime Insurance

Other: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_