

APPROVED
AUG 08 2018

BOARD REPORT
**BOARD OF RECREATION
AND PARK COMMISSIONERS**

NO. 18-165

DATE: August 8, 2018

C.D. 2

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: NORTH HOLLYWOOD PARK – MEMORANDUM OF UNDERSTANDING WITH COMMUNITY SPORTS FOUNDATION, INC. FOR THE USE OF THE DAVID POTELL MEMORIAL SPORTS FACILITY ROLLER HOCKEY RINK TO CONDUCT YOUTH AND ADULT ROLLER HOCKEY PROGRAMS

AP Diaz _____ V. Israel _____
R. Barajas _____ S. Pina-Cortez _____
H. Fujita _____ N. Williams NW



General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Approve the proposed Memorandum of Understanding (MOU) with a term of three (3) years, attached as Attachment 1, between the City of Los Angeles (City) and Community Sports Foundation, Inc., a California non-profit corporation, for their use of the roller hockey rink at North Hollywood Park to conduct youth and adult roller hockey leagues, events and activities;
2. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the MOU to the City Attorney for review as to form and legality; and,
3. Authorize the Board President and Secretary to execute the MOU upon receipt of the necessary approvals.

SUMMARY

North Hollywood Park, located at 11430 Chandler Boulevard, North Hollywood, contains an outdoor roller hockey rink (Rink) formally named the David Potell Memorial Sports Facility. Public use of the Rink has been hindered for approximately the last five (5) years due to the need for repairs and improvements to the Rink's concrete surface and associated fixtures.

Community Sports Foundation, Inc. (Organization) has successfully provided youth and adult roller hockey and ball-hockey leagues, tournaments and clinics (Programs) for the past thirteen years in the San Fernando Valley at non-RAP facilities. Organization approached the Department of Recreation and Parks (RAP) and expressed its interest in improving and using the Rink to conduct youth and adult roller hockey Programs. The Organization offered to install a new concrete slab over the Rink's existing surface and make other much needed repairs and improvements to the Rink in exchange for RAP's approval for Organization to use the Rink during

BOARD REPORT

PG. 2 NO. 18-165

during specified hours and days to provide the Programs for the benefit and enjoyment of the general public. RAP, in order to revitalize and improve utilization of the Rink, accepted Organization's offer and authorized the Organization to perform the proposed improvements valued at approximately Eight Thousand, Five Hundred Dollars (\$8,500.00), through licensed contractors in coordination with RAP Maintenance and Construction Staff. RAP's Valley Region Recreation Services Division issued the Organization a Right of Entry Permit (ROE) to perform the improvements and then use the Rink temporarily for its Programs to measure public demand and response to the Organization's Programs. The result was found to be positive, so RAP's staff began working on the proposed MOU for Board consideration. The ROE is due to expire on March 14, 2019, or upon execution of the proposed MOU, whichever occurs first.

Organization, as part of the terms and conditions of the proposed MOU, will not be charged for the use of the Rink but will assume the full cost of maintaining and operating the Rink while providing roller hockey recreational opportunities for the general public, such as but not limited to:

- Adult pickup games on weekends, including free youth pickup sessions on Fridays;
- Free lessons on passing, shooting and skating; and,
- League games four seasons per year.

Also as part of its Program, the Organization will offer free open skate periods exclusively for youth. Most activities will take place on Fridays, Saturdays and Sundays. When not in use by the Organization, the general public is free to use the Rink for general recreational purposes.

FISCAL IMPACT STATEMENT

Approval of the proposed MOU will not have any adverse impact on RAP's General Fund, as the Organization will be responsible for the operation and maintenance of the Rink while providing its programs to the public.

This Report was prepared by Joel Alvarez, Senior Management Analyst II, Partnership Division.

LIST OF ATTACHMENTS

- 1) Proposed Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF LOS ANGELES
AND
COMMUNITY SPORTS FOUNDATION, INC.
FOR THE USE OF THE
DAVID POTELL MEMORIAL SPORTS FACILITY
AT
NORTH HOLLYWOOD PARK
TO CONDUCT
YOUTH AND ADULT ROLLER HOCKEY LEAGUES**

This MEMORANDUM OF UNDERSTANDING (“MOU” or “AGREEMENT”) is entered into as of _____, 20____, (“EXECUTION 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 Community Sports Foundation, Inc., a California 501(c)(3) non-profit corporation (“ORGANIZATION”). CITY and ORGANIZATION may be referred to herein individually as “PARTY” or collectively as “PARTIES.”

WHEREAS, ORGANIZATION has successfully provided youth and adult roller hockey and ball-hockey leagues, tournaments and clinics for the past thirteen years in the San Fernando Valley; and,

WHEREAS, CITY, through its Department of Recreation and Parks (“RAP”), owns and operates real property commonly referred to as North Hollywood Park (“PARK”), located at 11430 Chandler Boulevard, North Hollywood, California 91601, which presently contains an outdoor roller hockey rink formally named the “David Potell Memorial Sports Facility” (“RINK”), as depicted on the site map attached hereto and incorporated herein by reference as Exhibit A; and,

WHEREAS, RAP’s operation and the public’s use of the RINK had previously been hindered due a significant need for certain repairs and improvements to the RINK’s concrete surface and associated fixtures; and,

WHEREAS, ORGANIZATION offered to perform such repairs valued up to approximately \$8,500.00 (collectively, “IMPROVEMENTS”) at ORGANIZATION’s sole cost and expense, in exchange for RAP’s approval for ORGANIZATION to use the RINK during specified hours and days for the operation of youth and adult roller hockey and ball-hockey leagues, tournaments, and clinics for the benefit and enjoyment of the general public; and,

WHEREAS, RAP accepted ORGANIZATION’s offer and authorized the IMPROVEMENTS to be performed, and subsequent to completion of the IMPROVEMENTS, to temporarily operate the RINK in coordination with, and under the oversight of, RAP through a right of entry permit (“ROE”) issued by the RAP Valley Region Recreational Services Division, due to expire on March 14, 2019; and,

WHEREAS, ORGANIZATION completed the IMPROVEMENTS at no cost to RAP, and RAP accepted said IMPROVEMENTS, thereby agreeing to approve ORGANIZATION's temporary use of the RINK for purposes described herein, including but not limited to youth and adult roller hockey and ball-hockey leagues, tournaments and clinics ("PROGRAM") to benefit the local community, pursuant to the terms and conditions of the ROE; and,

WHEREAS, RAP is satisfied with ORGANIZATION's performance of the PROGRAM and temporary use of the RINK, and CITY is willing to accept the ORGANIZATION's offer to continue operating the PROGRAM at the RINK, as generally described herein under Section 4 of this MOU (PERMITTED USES) pursuant to the terms and conditions of this MOU; and,

WHEREAS, the Board of Recreation and Park Commissioners ("BOARD") approved this MOU at its meeting on _____ *date* _____ (Board Report No. 18-XX).

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

1. Use of the RINK.

In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to ORGANIZATION by this AGREEMENT, authority to use the RINK at certain portions of the PARK in coordination with RAP staff, for the operation of the PROGRAM which will 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 and RAP agrees to provide such services, ORGANIZATION agrees to reimburse RAP for any financial impacts resulting from RAP's provision of such, in accordance with RAP permitting requirements and protocols, including RAP's standard Schedule of Rates and Fees, as applicable.

2. Term and termination.

The performance period authorized under this AGREEMENT (for ease of reference, referred to herein as "TERM") shall be a maximum of three (3) years.

- a. Commencement and Expiration. This AGREEMENT shall take effect on the EXECUTION DATE listed on page 1 of this AGREEMENT, and shall end upon the expiration of the three (3) year TERM.
- b. Termination. In addition to termination for an uncured breach or default, or if ORGANIZATION ceases to operate under this AGREEMENT, or CITY issues

a written termination notice to ORGANIZATION effective after sixty (60) calendar days from the date of issuance due to an unfavorable ANNUAL PERFORMANCE REVIEW, or for cause during the TERM, either CITY or ORGANIZATION may terminate this AGREEMENT by giving the other sixty (60) calendar days advanced written notice. CITY and ORGANIZATION reserve the right to terminate this AGREEMENT at their sole discretion for emergency, necessity, or convenience. If CITY or ORGANIZATION should elect to terminate this AGREEMENT due to emergency, necessity, or convenience, ORGANIZATION agrees to immediately cease all operations and other activity within sixty (60) calendar days of receiving or providing a written notice of termination.

- c. Cease to Operate. The phrase “cease 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, as described herein; or (iv) the failure of ORGANIZATION to use the RINK 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 RINK, or for reasons beyond ORGANIZATION’s control.

3. Access to the RINK.

ORGANIZATION and any authorized third party associated with the PROGRAM, will abide by the terms and conditions expressed in this AGREEMENT, and will cooperate fully with CITY’s employees in the performance of their duties. Any third party participation in the PROGRAM shall be supervised by ORGANIZATION at all times while such third party is present on the RINK, and RAP on-site Staff shall be made aware of such third party activities. Authorized representatives, agents, and employees of CITY shall have the right to enter the RINK for purposes of fulfilling their normal duties, performing inspections, conducting events or programs in coordination with ORGANIZATION, or in case of emergencies. If required for public safety, CITY may immediately suspend and/or temporarily terminate ORGANIZATION activities involving the RINK.

4. Permitted uses.

During the TERM of this AGREEMENT, ORGANIZATION may use the RINK to conduct roller hockey and ball hockey leagues, tournaments and clinics for youth and adults. Details of the PROGRAM, including schedule of use, league formation, fees charged, and equipment requirements, are described in the Community Sports

Foundation Leagues, Schedules, and Fees (Program Description) attached hereto and incorporated herein by reference as Exhibit B.

ORGANIZATION shall:

- a. As a community benefit, provide free equipment and safety gear for any youth that does not have their own, including helmets, gloves, shoulder pads, elbow pads, shin guards, girdle, skates and sticks.
- b. As a community benefit, provide league play at no charge to at least 20 youth ages 6-12 and provide free equipment and safety gear.
- c. Provide details of the PROGRAM, including schedule of use, league formation, fees charged, schedules, equipment requirements, and more to the public.
- d. Accommodate North Hollywood Recreation Center's use of the RINK in the best interests of RAP, between the hours of 9:30 a.m. – 2:30 p.m. Monday – Friday, and after 2:00 p.m. on Sunday.
- e. Be authorized to use the existing metal storage container ("CONTAINER") presently on site at the RINK. Such CONTAINER shall be used for purposes of storing roller hockey equipment associated with the operation of the PROGRAM. ORGANIZATION agrees that it shall be solely responsible for the security and maintenance of the CONTAINER and its content, as CITY shall bear no responsibility or liability for any damage, theft, and/or any necessary repairs or replacement caused by normal wear and tear, neglect, accident or vandalism, including graffiti, or breaking and entering possibly resulting in loss of its content.
- f. Provide sufficient staff such as supervisors, event management and security, referees, scorekeepers, and/or instructors as applicable, to perform the operation of the PROGRAM, including the provision of additional services as agreed to between PARTIES herein and/or during such time of discussion, providing all materials, supplies, equipment, and funds necessary to operate the PROGRAM permitted herein, to the reasonable satisfaction of the CITY.
- g. Ensure ORGANIZATION's protocol for selecting and authorizing any person to participate in PROGRAM activities on the RINK complies with applicable CITY, State, and/or Federal protocols and regulations for employees, volunteers, such as, certifications, licensing, background checks, and finger printing.
- h. Ensure that no photographs of minors or depiction of their likeness is included in any publication without obtaining prior written consent from the child's parent or legal guardian.

- i. Prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages), to occur on the RINK under any circumstances.
 - j. Not sub-let or issue any permit for use of the RINK, unless first approved in writing by the RAP General Manager or his or her designee.
5. Parking. During the Term of this Agreement, ORGANIZATION, its staff, and public patrons and/or guests, whether or not involved in ORGANIZATION activities at the RINK or PARK, shall have the non-exclusive right to park vehicles within any available parking spaces at the PARK on a first-come-first-served basis. If such parking is metered or normally requires a fee, ORGANIZATION, PROGRAM participants, and all others shall be required to adhere to established parking requirements. Exclusive or designated parking shall not be allowed.
6. Maintenance and repair of RINK. During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, ORGANIZATION shall keep the RINK in a clean condition and shall be responsible for pick up and disposal of any trash and debris left following ORGANIZATION's use of the RINK. The RINK shall be left in a condition suitable for RAP use following ORGANIZATION's use.

ORGANIZATION shall immediately repair, or cause to be repaired, any damages to the RINK which occur during ORGANIZATION's operations, or that is caused by ORGANIZATION's use of the RINK. ORGANIZATION recognizes that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the RINK immediately cease.

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 the RINK.

7. Funding. ORGANIZATION shall maintain sufficient funds available to operate the PROGRAM. If for any reason ORGANIZATION fails to secure funding to carry out its obligations and commitments under this AGREEMENT, CITY may terminate this AGREEMENT pursuant to a Breach and Default of this AGREEMENT.
8. Consideration. Pursuant to the terms and conditions of this AGREEMENT, the consideration for this AGREEMENT in exchange for ORGANIZATION's use of the RINK, shall be the improvements ORGANIZATION completed at its sole cost and expense as described herein, and the provision of the PROGRAM for the benefit of the general public, particularly the youth of Los Angeles, and at no cost to the CITY. CITY shall have no responsibility for payment of any fees for the provision of the PROGRAM or any necessary repairs at the RINK subsequent to the execution of this AGREEMENT, unless agreed to in writing by RAP.

9. Insurance. Before using the RINK under this AGREEMENT, and periodically as required during its TERM, ORGANIZATION shall furnish CITY with evidence of insurance on an annual basis, from firms reasonably acceptable to CITY and approved to do such business in the State of California. ORGANIZATION or any third party providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agents, employees, assigns and successors in interest as an additional insured for all required coverage(s), as applicable. ORGANIZATION will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to CITY's Risk Manager and shall include the types and minimum limits set forth in Form 146 attached hereto and incorporated herein by reference as Exhibit C.
- a. ORGANIZATION shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving ORGANIZATION sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to ORGANIZATION.
 - b. If any of the required insurance contains aggregate limits or applies to other operations of ORGANIZATION outside of this AGREEMENT, ORGANIZATION shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in ORGANIZATION's best judgment may diminish the protection such insurance affords CITY within thirty (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 sixty (60) 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 will 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; ORGANIZATION agrees to reimburse CITY for all money so paid.

- e. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of ORGANIZATION's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.
10. Indemnification. Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors-in-interest, ORGANIZATION shall defend, indemnify, and hold harmless CITY and any of its boards, officers, agents, employees, assigns and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, legal/attorney's fees, expenses and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including ORGANIZATION's employees and agents, or damage or destruction of any property of any of the PARTIES hereto or of third parties, arising in any manner by reason of an act, error, or omission by ORGANIZATION or its contractors of any tier, or its 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.
11. Signage. No signs or banners of any kind shall be displayed by ORGANIZATION unless previously approved in writing by the PARK Director In Charge ("DIC").
12. Breach or Default by ORGANIZATION. The following occurrences constitute events of breach or default of this AGREEMENT: ORGANIZATION materially fails in the performance of any provision or condition of this AGREEMENT, such as failure to maintain required insurance coverage, failure to comply with applicable legal requirements or failure to fulfill the obligation to maintain and repair the RINK. ORGANIZATION's attempt to assign rights or obligations under this AGREEMENT without CITY's prior written consent shall also constitute an event of breach or default.
13. Breach or Default by ORGANIZATION – CITY's Remedies. Upon the occurrence of one or more events of breach or default by ORGANIZATION, CITY may, at its election and without waiving any right to select any other remedy provided in this Section or elsewhere in this AGREEMENT, initiate any of the following:
- a. Notice to Cure Breach or Default. CITY may issue a written notice of breach or default to ORGANIZATION, and if ORGANIZATION does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may, by delivering a second written notice to ORGANIZATION, terminate this AGREEMENT without further delay, whereupon ORGANIZATION shall terminate its activities at the RINK within fourteen (14) calendar days. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.

16. 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. Further, 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.
17. 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.
18. Ordinances and Standard Provisions. The "Standard Provisions for City Contracts (Rev. 10/17 v.3)" are incorporated herein by reference and attached hereto as Exhibit D. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 10/17 v.3)" and this AGREEMENT, the language of this AGREEMENT shall prevail. ORGANIZATION and CONTRACTOR have the same meaning for purposes of the "Standard Provisions for City Contracts (Rev. 10/17 v.3)."
19. Safety Practices. ORGANIZATION shall correct violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents or deaths occurring on the RINK. In the event of death or serious injury (requiring an emergency room hospital visit), ORGANIZATION must notify the Director-in-Charge at North Hollywood Recreation Center as soon as possible but no later than twenty-four (24) hours after the incident. Notice of non-serious injuries occurring on the RINK, shall be provided to the Director-in-Charge at North Hollywood Recreation Center within seventy-two (72) hours. ORGANIZATION shall keep internal documentation of the incident(s) and provide RAP General Manager or his or her designee with such information upon request.
20. Suspected Child Abuse. ORGANIZATION or ORGANIZATION's parents, volunteers, agents, contractors and subcontractors, and/or any person participating in ORGANIZATION's PROGRAM or activities at the RINK must contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at RINK. ORGANIZATION will notify the Director-in-Charge at North Hollywood Recreation Center within twenty-four (24) hours of any such report.
21. 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

Exhibit B: Community Sports Foundation Leagues, Schedules, and Fees

Exhibit C: Insurance Requirements and Instructions for Submitting Insurance

Exhibit D: Standard Provisions for City Contracts (Rev. 10/17 v.3)

In order of precedence in resolving conflicting language, if any, in the documents shall be: 1) This AGREEMENT exclusive of attachments; 2) Exhibit E; 3) Exhibit B; 4) Exhibit A; 5) Exhibit C; and 6) Exhibit D.

[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

COMMUNITY SPORTS FOUNDATION, INC., a California 501(c)(3) non-profit corporation

By: _____
President

By: _____

By: _____
Secretary

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

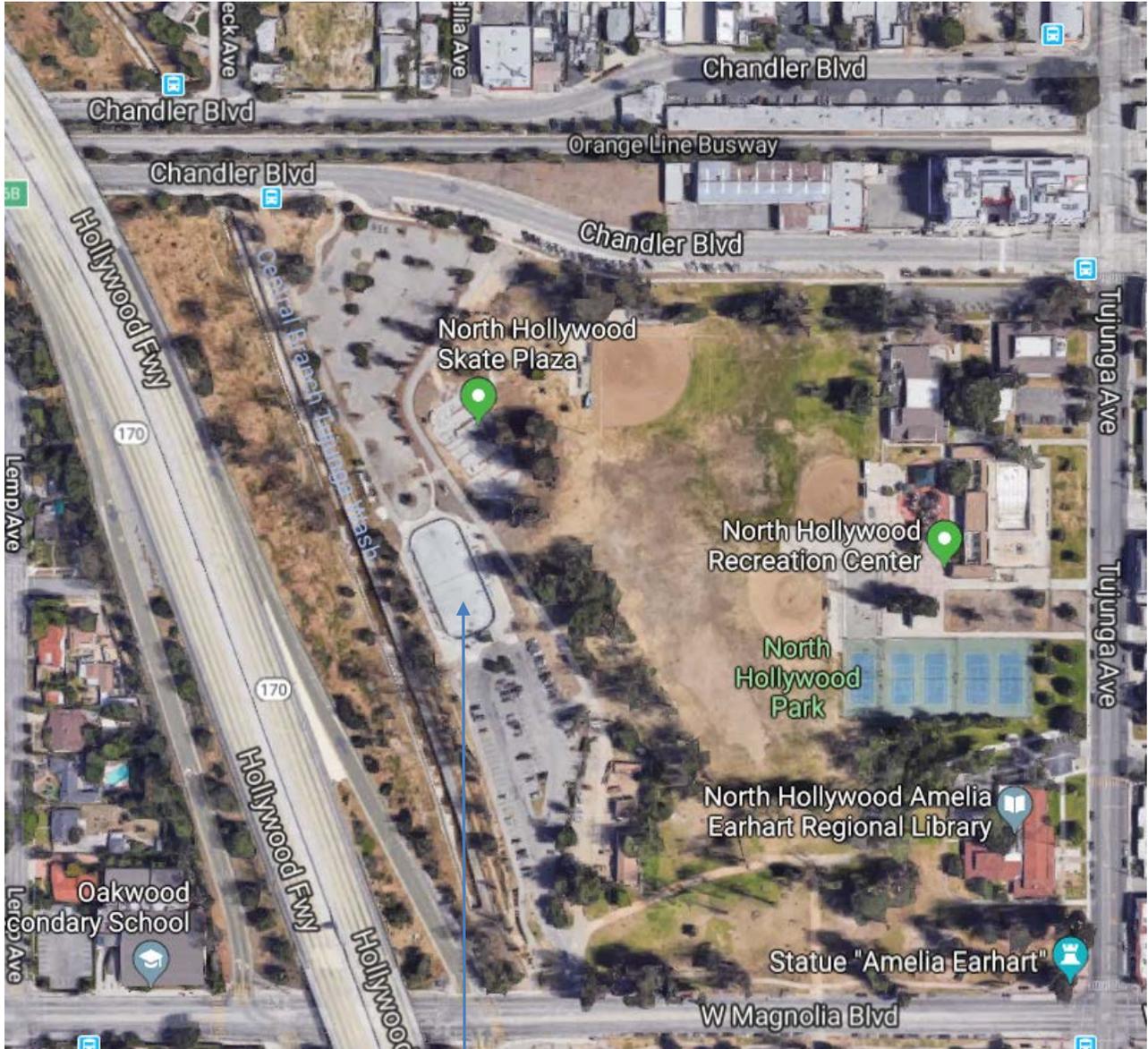
MICHAEL N. FEUER, City Attorney

By: _____
Deputy City Attorney

Date: _____

Exhibit A
Site Map

North Hollywood Park
11430 Chandler Boulevard, North Hollywood, California



Roller hockey rink used by Organization
David Potell Memorial Sports Facility
11455 Magnolia Boulevard

Exhibit B
Program Description

Community Sports Foundation Leagues, Schedules, and Fees

Roller Hockey Registration and Fees

All players are required to register at the online registration page at the website www.cagehockey.com before they are allowed to step on the rink. All information will remain private and never shared with any other parties. For all youth players any equipment that we have will be available for use once a player is registered. When a youth player is a new player to the league we will also supply them with a jersey to get started on a team. If a player needs a new jersey due to wear and tear, growth or changing of teams there will be a \$20 jersey fee. New jerseys are ordered at the beginning of each season. All players must have a current AAU Hockey number.

The individual fee for both youth and adult players is \$150.00 per player. This will be for 11 weeks of games and playoffs. The youth teams will also have one practice every week. The full payment required prior to first league game. All payments are final. Once you commit to a team and sign up for a league it is your responsibility to follow your schedule and make it to your games. No monies will be returned. All players are responsible for their actions and decisions.

Youth Free Open Skate

We will offer FREE weekly open skate for the kids from 3:30pm - 5:00pm every Friday. Ages 4 – 16. There is no cost to attend. All participants will receive free lessons on passing, shooting and skating to get them ready for the upcoming season. For all youth players any equipment that we have will be available for use once a player is registered. We want to make sure that the kids have some open time to just be kids and have some fun.

Adult Roller Hockey Leagues

The individual fee will be \$150 per skater and individual goalies are FREE! If you sign up as a complete team then the team fee will be \$1195. This will be for 10 games and the top four teams in each division will make the playoffs. All players must have current an AAU Hockey number.

Adult Ball Hockey

We will have adult ball hockey games every Sunday morning at 9 and 10 am. It will be \$125 per player for an 11 week season.

Adult Pick Up Sessions

We will have adult pickup games every Saturday from 8:00 – 9:30 pm and every Sunday from 11:30 am – 1:00 pm. All players are required to register at the online registration page at the website www.cagehockey.com before they are allowed to step on the rink. All skaters will be required to pay \$5 to participate per each session and all goalies are FREE!

Divisions & Schedules for the Seasons will be:

We will have four seasons per year, spring, summer, fall and winter. During each season we will offer different youth and adult divisions based on age and skill level.

Sunday - Ball Hockey
Sunday - Intermediate +
Monday - Intermediate C
Tuesday - 40 and Over
Wednesday - Intermediate B
Thursday - Intermediate D
Friday - Beginner
Friday - Beginner +
Saturday - Youth - Learn To Play
Saturday - Youth - 6u
Saturday - Youth - 8u
Saturday - Youth - 10u
Saturday - Youth - 13u
Saturday - Youth - 16u

Equipment Requirements:

- HECC approved hockey helmet
- Hockey elbow pads (must be covered)
- Hockey shin pads
- In-line skates (no brakes)
- Hockey stick (no plastic road blades)
- Protective cup
- Hockey gloves
- Team matching jersey with minimum 10" number
- In-line hockey pants (no ice-hockey socks and shorts)
- Mouth guard (optional but recommended)

<p>Youth – Pick up Session</p> <p>Ages 4 – 16</p> <p>Times: 5p.m. - 6:30p.m. (during summer months)</p> <p>Dates: Every Friday</p> <p>Costs: FREE for all youth skaters. All goalies are FREE!</p> <p>Schedule: From 5p.m. - 6:30p.m. All kids who are 4 - 16 years old or are beginners to hockey will receive free lessons on passing, shooting and skating to get them ready for the upcoming season. Please make sure the kids are on time.</p>	<p>Adult - Saturday - Open Roller Hockey Pick</p> <p>Times: 8 - 9:30p.m.</p> <p>Dates: Every Saturday</p> <p>Costs: All skaters will be required to pay \$5 to participate per each session and all goalies are FREE!</p> <p>Adult - Sunday Beginner Only - Co-Ed Roller Hockey Pick Up Session</p> <p>Times: 11 a.m. - 12:30 p.m.</p> <p>Dates: Every Sunday</p> <p>Costs: All skaters will be required to pay \$10 to participate per each session and all goalies are FREE!</p> <p>We will have an instructor giving lessons for the first 45 minutes and then the group will scrimmage for the second 45 minutes.</p>
<p>Adult - Sunday - Open Roller Hockey Pick Up Session</p> <p>Times: 12:30 p.m. - 2 p.m.</p> <p>Dates: Every Sunday</p> <p>Costs: All skaters will be required to pay \$5 to participate per each session and all goalies are FREE!</p>	<p>Adult - Ball Hockey Pick Up Session</p> <p>Times: 9:30 - 11am</p> <p>Dates: Every Sunday</p> <p>Costs: All skaters will be required to pay \$5 to participate per each session and all goalies are FREE!</p>

Exhibit C Insurance Requirements

Form Gen. 146 (Rev. 3/09)

Required Insurance and Minimum Limits

Name: Community Sports Foundation, Inc. Date: 08/01/2018

Agreement/Reference: Provision of roller hockey programs at the David Potell roller hockey rink at North Hollywood Park
Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	Limits
<input checked="" type="checkbox"/> Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)	
<input type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	WC <u>Statutory</u> EL <u>\$1,000,000</u>
<input checked="" type="checkbox"/> General Liability <u>City of Los Angeles must be named as additional insured</u>	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Sexual Misconduct _____ <input type="checkbox"/> Fire Legal Liability _____ <input type="checkbox"/> _____	
_____ Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)	
_____ Professional Liability (Errors and Omissions)	
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	
_____ Property Insurance (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage <input type="checkbox"/> Boiler and Machinery <input type="checkbox"/> Flood _____ <input type="checkbox"/> Builder's Risk <input type="checkbox"/> Earthquake _____ <input type="checkbox"/> _____	
_____ Pollution Liability	
<input type="checkbox"/> _____	
_____ Surety Bonds - Performance and Payment (Labor and Materials) Bonds	100% of the contract price
_____ Crime Insurance	
Other: <u>If a contractor has no employees and decides not to cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirements" located at http://cao.lacity.org/risk/Insuranceforms.htm</u>	
_____ _____ _____	

(Rev. 05/18)

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

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

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

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are

subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

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

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

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

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

10. **Property** Insurance is required for persons having exclusive use of premises or equipment owned or controlled by the CITY. **Builder's Risk/Course of Construction** is required during construction projects and should include building materials in transit and stored at the project site.

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

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

Exhibit D
Standard Provisions for City Contracts (Rev. 10/17 v.2)