

# APPROVED

DEC 12 2018

BOARD REPORT

BOARD OF RECREATION  
AND PARK COMMISSIONERS

NO. 18-243

DATE: December 12, 2018

C.D. 9

**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: ROSS SNYDER RECREATION CENTER – AGREEMENT WITH MEXICAN AMERICAN OPPORTUNITY FOUNDATION, INC. FOR THE OPERATION AND MAINTENANCE OF A HEAD START RECREATIONAL CHILD DEVELOPMENT PROGRAM

AP Díaz	_____	V. Israel	_____
R. Barajas	_____	S. Pina-Cortez	_____
H. Fujita	_____	* N. Williams	<u>how</u>



\_\_\_\_\_

General Manager

Approved   X   Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Approve a proposed Agreement (Agreement) with a term of seven (7) years, with an option to renew for an additional five (5) year period, attached as Attachment 1, between the City of Los Angeles (City) and Mexican American Opportunity Foundation, Inc. (MAOF), a California non-profit corporation, to provide a Head Start program, which includes indoor and outdoor recreational child development programming through various recreational experiences, including game playing, group playing, and group sports play at Ross Snyder Recreation Center, subject to approval of the Mayor and City Council, and approval of the City Attorney as to form;
2. Direct the Board of Recreation and Park Commissioners' (Board) Secretary to transmit the proposed Agreement, concurrently to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series), and to the City Attorney for review and approval as to form;
3. Authorize the Board President and Secretary to execute the Agreement upon receipt of the necessary approvals; and,
4. Direct Department of Recreation and Parks' (RAP) Chief Accounting Employee to deposit in Fund 302 Dept. 89 Appr. No. 89702H Childcare Operations Sub Acct: Ross Snyder (Lindsay) - Head Start - MAOF any utility and other cost recovery fee reimbursements received into the accounts established for such purpose.

SUMMARY

Since 2014, MAOF has operated a federally funded and state licensed Head Start program at Ross Snyder Recreation Center, located at 1584 Martin Luther King Boulevard, Los Angeles,

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CA 90011. A prior three-year agreement with MAOF (Agreement No. 3522), approved by the Board on October 15, 2014 (Report No. 14-265), expired in 2018. Subsequently, RAP issued MAOF a temporary Right-of-Entry Permit while a long term agreement was being processed, to allow the organization to continue to operate on park property.

MAOF was established in 1963 as a non-profit, community-based organization in order to serve disadvantaged individuals and families in the Los Angeles area. The mission of MAOF is to provide for the socio-economic betterment of the greater Latino community of California, while preserving the pride, values and heritage of the Mexican American culture. This is accomplished through programs such as early childhood education and family services, job training, and senior lifestyle development throughout the multi-cultural communities served by MAOF. This mission is achieved largely by working with government agencies, public and private foundations, and corporate partnerships. The organization's Head Start Program at Ross Snyder Recreation Center, also known as the Lindsay Head Start Center, is a result of a partnership with the Los Angeles County Office of Education (LACOE). The Lindsay Head Start Center consists of two modular buildings and a play structure within a gated area of the park.

In 2017, LACOE awarded MAOF a federally funded grant to replace the old pre-fabricated modular buildings with two new separate modular classroom buildings, each with a room capacity of about 20 children. MAOF has since expanded their program to offer an afternoon session, in addition to their well-attended morning session. Presently, up to 80 children between the ages of two through five participate in the free Head Start program each weekday. The program encourages physical activity, healthy lifestyle choices, and school readiness through recreation based learning within a secure gated area of the park.

Through its Head Start program, MAOF provides a much-needed free childcare service to low-income families while reimbursing RAP for utilities and staff impacts through cost recovery reimbursement fees. The Head Start program provided by MAOF is a service that RAP is unable to provide at this time at Ross Snyder Recreation Center.

### FISCAL IMPACT STATEMENT

Approval of the proposed Agreement does not have any adverse impact on RAP's General Fund as MAOF will be responsible for the operation and maintenance of the site while reimbursing RAP for water use and staff impacts.

This Report was prepared by Edneisha Lee, Management Assistant, Partnership Division.

### LIST OF ATTACHMENTS

- 1) Proposed Agreement

**AGREEMENT  
BETWEEN THE CITY OF LOS ANGELES  
AND  
MEXICAN AMERICAN OPPORTUNITY FOUNDATION FOR THE  
OPERATION AND MAINTENANCE OF A RECREATIONAL HEAD START  
CHILD CARE PROGRAM  
AT ROSS SNYDER RECREATION CENTER**

**This AGREEMENT** (“AGREEMENT”) is entered into as of \_\_\_\_\_, 20\_\_\_\_, (“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 Mexican American Opportunity Foundation (“MAOF”), a California 501(c)(3) non-profit corporation. The CITY and MAOF may be referred to individually as “PARTY” or collectively herein as “PARTIES”.

**WHEREAS**, CITY, through its Department of Recreation and Parks (“RAP”), owns and operates that certain real property known as the Ross Snyder Recreation Center (“CENTER”) located at 1584 Martin Luther King Boulevard, Los Angeles, CA 90011; and,

**WHEREAS**, MAOF currently operates a federally-funded and state-licensed Head Start program on a portion of the CENTER containing two (2) modular pre-fabricated classrooms and an outdoor play area with playground equipment in an enclosed gated area, such portion of the CENTER being known as the Lindsay Head Start Center and being depicted on the site map attached hereto and incorporated herein by reference as Exhibit A (“PROPERTY”); and,

**WHEREAS**, MAOF has demonstrated their ability to operate a Head Start program and was awarded a contract by the Los Angeles County Office of Education (“LACOE”) on July 1, 2014, to provide Head Start programs at various locations, including the PROPERTY; and,

**WHEREAS**, as part of its Head Start program, MAOF provides indoor and outdoor recreational child development programming through various recreational experiences, including game playing, group playing, and group sports play; and,

**WHEREAS**, MAOF has agreed to use and maintain the PROPERTY for the operation and maintenance of its Head Start program, which includes recreational child care and development programming (“PROGRAM”) in accordance with the terms and conditions contained herein, to fulfill the recreational needs of the residents of the City of Los Angeles; and,

**WHEREAS**, CITY, through the Board of Recreation and Park Commissioners (“BOARD”), approved MAOF’s use of the PROPERTY for the operation of its PROGRAM in accordance with the terms and conditions of this AGREEMENT at the

BOARD's meeting of \_\_\_\_\_ **date** \_\_\_\_\_ (Board Report No. **XX-XXX**).

**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 PROPERTY.** In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants MAOF by this AGREEMENT, the authority to use the PROPERTY for the operation of the PROGRAM, as described in the description of Permitted Uses set forth below (Section 5 - "PERMITTED USES"), which shall be performed by MAOF in compliance with the terms and conditions of this AGREEMENT, including the payment of Cost Recovery Reimbursement Fees as applicable, and performance of maintenance requirements as described herein, at the sole cost and expense of MAOF.
2. **Term and Termination.** The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be a maximum of seven (7) years, with an option to renew for an additional five (5) year period, exercisable at the sole discretion of the RAP General Manager or designee, subject to annual performance evaluations more fully described below in Section 3 ("ANNUAL PERFORMANCE REVIEWS") of this AGREEMENT.
  - a. **Commencement and Expiration.** This AGREEMENT shall take effect on the date of execution set forth by the COMMENCEMENT DATE above and shall end upon the expiration of the TERM.
  - b. **Termination.** The CITY shall have the right to terminate this AGREEMENT prior to the expiration of the TERM for an uncured breach or default under this AGREEMENT by MAOF, or if MAOF ceases to operate under this AGREEMENT, or CITY issues a written termination notice to MAOF effective after sixty (60) calendar days from the date of issuance due to an unfavorable ANNUAL PERFORMANCE REVIEW or for cause during the TERM. In addition, CITY or MAOF reserve the right to terminate this AGREEMENT at their sole discretion for convenience, emergency, or necessity, by giving the other sixty (60) calendar days advanced written notice. If CITY or MAOF should elect to terminate this AGREEMENT, MAOF agrees to immediately cease all operations and other activity, remove all personal property and equipment (including the modular classrooms) and to peacefully surrender the PROPERTY to CITY within sixty (60) calendar days of receiving or providing a written notice of termination. If MAOF 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 MAOF shall pay to the CITY upon demand, the reasonable cost of such removal, plus the cost of transportation and disposition thereof.

In the event that MAOF defaults and the Agreement is terminated, or MAOF withdraws from the AGREEMENT and/or vacates the PROPERTY before the end of the TERM, LACOE may submit the identity of a proposed Interim or Replacement Delegate Agency, with proof of its status and program description to satisfy the standards of CITY, including any additional information necessary for CITY to verify that the proposed operation and maintenance of the PROPERTY by the Interim or Replacement Delegate Agency conforms to the standards required by the CITY. At its sole discretion, CITY may issue a temporary, revocable Right-of-Entry Permit (ROE) under authority of the RAP General Manager, to a designated replacement for MAOF as an interim measure to allow uninterrupted services to the community and evaluate the designated replacement's performance, which could possibly lead to a discussion regarding a formal agreement with the designated replacement, subject to approval by the BOARD.

- 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 MAOF'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 MAOF's purpose(s) or function as contained in MAOF's corporate charter or grant of non-profit status ("Stated Purposes"); (iii) a material change or failure in the delivery of services by MAOF, as described herein; or (iv) the failure of MAOF to use the PROPERTY 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 PROPERTY, or for reasons beyond MAOF's control.
  - d. **Notice of Federal Interest – Modular Buildings.** The Federal Government granted funding to MAOF for the purchase and installation of two (2) modular buildings at the PROPERTY, which was performed at MAOF's sole expense under a BOARD approved authorization granted by RAP and completed September 2017; Building #1, measures 32-feet by 40-feet, and modular building #2 measures 32-feet by 40-feet. PARTIES acknowledge that because the two modular buildings were acquired with Federal grant funds and MAOF is the successor to the original Grantee-recipient of the Federal funds used to purchase the modular buildings, these modular buildings may not be mortgaged, used as collateral, sold, or otherwise transferred from ownership of MAOF without the written permission of the responsible Federal Government official.
3. **Annual Performance Reviews.** PARTIES mutually agree to a series of ANNUAL PERFORMANCE REVIEWS, which shall be conducted by the RAP General Manager or designee, to determine the feasibility and benefit of continuing the collaborative relationship between the PARTIES under this AGREEMENT.

- a. Continuance of CITY's collaboration with MAOF under this AGREEMENT shall be contingent upon a favorable ANNUAL PERFORMANCE REVIEW, which shall include, but not be limited to:
  - (i) An evaluation of MAOF's compliance with the terms and conditions of this AGREEMENT;
  - (ii) Fulfillment of MAOF's obligations for the operation and maintenance of the PROPERTY under this AGREEMENT, including the provision of programs and/or services performed in accordance with the PERMITTED USES specified herein, and further defined by MAOF in their MAOF Head Start Parent Handbook, from which excerpts are attached hereto and incorporated herein by reference as Exhibit B;
  - (iii) Adequacy of MAOF's funding to sustain continued operation and maintenance of the PROGRAM and PROPERTY;
  - (iv) The volume of the public's participation in MAOF's PROGRAM; and
  - (v) MAOF's cooperation with CITY staff.
- b. Every year during the life of this AGREEMENT, for purposes of completing the ANNUAL PERFORMANCE REVIEW process, MAOF shall submit to RAP during the period of May 1st through June 1st of each year, an annual performance or program report ("PERFORMANCE REPORT"). 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.
- c. The RAP General Manager or designee reserves the right to request additional materials or clarifying information upon initial review of the submitted PERFORMANCE REPORT.
- d. CITY's approval to continue the collaborative relationship and this AGREEMENT shall be based on findings obtained through the ANNUAL PERFORMANCE REVIEW, evaluation of the PERFORMANCE REPORT, and a review of MAOF's compliance with the terms and conditions of this AGREEMENT, which could also include interviews with RAP's operations and maintenance staff at the CENTER and PROPERTY, if any are on-site. A sample Performance Evaluation Form is attached hereto and incorporated herein by reference as Exhibit C. Results of

the ANNUAL PERFORMANCE REVIEW may be used in determining future collaborations with MAOF. CITY shall not unreasonably withhold its determination.

4. **Access to PROPERTY.** MAOF and any authorized third party associated with MAOF's activities at the PROPERTY 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. Authorized representatives, agents and employees of CITY will have the right to enter the PROPERTY for purposes of fulfilling normal duties, performing inspections, conducting events or programs, or in case of emergencies. If required for public safety, CITY may immediately suspend and/or terminate MAOF activities involving the PROPERTY.
5. **Permitted Uses and Restrictions.** MAOF shall not expand and/or change the scope of the permitted uses set forth in this Section 5 ("PERMITTED USES") without the prior written approval and consent of the BOARD through an amendment to this AGREEMENT. MAOF, at its sole cost and expense, shall:
  - a. Provide, free of charge, Head Start recreational child care and development programs and services for a maximum of twenty (20) children per classroom, per session, ages three (3) through five (5) years, including related activities to, or incidental to, the provision of Head Start child care services, such as but not limited to program meetings and workshops, all in accordance with the excerpts from the MAOF Head Start Parent Handbook attached hereto and incorporated herein by reference as Exhibit B ("PROGRAM").
  - b. Operate on the PROPERTY only during the specified days and hours listed below in Section 6 of this AGREEMENT.
  - c. Maintain PROPERTY in accordance with Section 8 of this AGREEMENT.
  - d. Provide sufficient staff necessary to perform the operation of its child development programs, including the provision of any additional services as agreed to herein, providing all materials, supplies, equipment, and funds necessary to operate the PROGRAM permitted herein to the reasonable satisfaction of CITY.
  - e. Ensure MAOF's protocol for selecting and authorizing any person to participate in the PROGRAM activities on the PROPERTY complies with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors and subcontractors engaging in the PERMITTED USES described herein, including any maintenance volunteers or contractors, such as, certifications, licensing, background checks, and finger printing.
  - f. Punctually pay or cause to be paid all financial obligations incurred in connection with the operation and maintenance of the PROPERTY. MAOF shall discharge

or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with MAOF's use of the PROPERTY.

- g. 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.
- 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 PROPERTY under any circumstances.

6. **Days and Periods of Use.** MAOF shall be entitled to use the PROPERTY to provide the PROGRAM and for other PERMITTED USES during the following days and hours ("PERMITTED TIMES").

- a. PERMITTED TIMES of operation are 7:45 a.m. to 5:45 p.m., Monday through Friday. MAOF shall be allowed to enter the PROPERTY one (1) hour prior to, and remain one (1) hour after its operations schedule for set-up and clean-up purposes.
- b. MAOF full day program schedule consists of a morning session from 7:45am to 1:45pm and a twilight session from 2:15pm to 5:45pm, Monday through Friday.
- c. MAOF shall not be allowed onto the PROPERTY during hours other than those authorized without RAP's prior written authorization.
- d. MAOF is aware that CENTER's operating hours are 10:00 a.m. – 9:00 p.m., Monday through Friday and 9:00 a.m. – 5:00 p.m. on Saturday. CENTER is closed on Sundays and Federal Holidays, and is subject to additional closures at the sole discretion of RAP.
- e. MAOF shall cooperate with the City of Los Angeles personnel and RAP Park staff on all matters relative to the conduct of operations or any activity, event, and/or special use or fundraiser, including concerns related to parking, traffic and attendance.

7. **Parking.** During the TERM of this AGREEMENT and during the PERMITTED TIMES specified above in Section 6 of this AGREEMENT, MAOF, its staff, and public patrons and/or guests, whether or not involved in MAOF activities at the PROPERTY, shall have the non-exclusive right to park vehicles within any available parking spaces at the PROPERTY on a first-come-first-served basis. Exclusive or designated parking shall not be allowed, unless previously approved in writing by the RAP General Manager or his or her designee.

8. **Maintenance and Repair of Property.** During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, MAOF, at its sole cost and expense, shall perform the functions of maintenance and/or repair of the PROPERTY as described herein:
- a. MAOF accepts the PROPERTY in its condition at execution of this AGREEMENT. RAP shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the PROPERTY, nor any appliance or fixture thereon, whether installed by CITY or MAOF, and regardless of cause.
  - b. MAOF, in performing all required maintenance and repair of the PROPERTY, shall provide all staff and materials, supplies, equipment, and funds necessary to perform appropriate maintenance and/or repairs of PROPERTY. All maintenance and/or repair shall be performed to the reasonable satisfaction of CITY and in consultation with CITY's designated representative, or by CITY's written request and/or instruction.
  - c. Daily maintenance to be performed by MAOF during the PERMITTED TIMES shall be:
    - (i) Maintain the PROPERTY in a clean and sanitary condition removing all debris and trash;
    - (ii) Maintain pedestrian paths, common walkways and other shared areas clean and safe;
    - (iii) Pick up and dispose of trash and debris whether caused by MAOF's activity or the activity of MAOF's contracted vendor(s);
    - (iv) Prevent any such matter or material from being or accumulating upon said PROPERTY such that it is clearly visible to the public view, including any trash or debris that may travel from the PROPERTY to common areas of the PARK immediately adjacent to the PROPERTY.
  - d. MAOF shall immediately repair any damages to the PROPERTY which occur during MAOF's operations, or by vandalism, or that is caused by its restoration, refurbishment, or maintenance of the PROPERTY, and immediately repair or remediate any other condition that may pose a hazard to public safety. MAOF recognizes that any damage which remains unrepaired may constitute a hazard to public safety.
  - e. Any glass, both exterior and interior of the PROPERTY, which is damaged during the TERM of this AGREEMENT shall be promptly repaired or replaced at the sole cost and expense of MAOF, with glass of the same size, kind, and quality.

- f. 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 PROPERTY.
  - g. MAOF shall be responsible for securing the PROPERTY as needed before, during and after hours of operation.
  - h. MAOF shall maintain all interior walls and surfaces of the PROPERTY, and all improvements, fixtures, trade fixtures, roof systems, plumbing, electrical, heating-ventilation-air conditioning systems, building structure, and utility systems which may now or hereafter exist thereon whether installed by CITY or MAOF. Prior to making any major repairs to PROPERTY, MAOF shall obtain written approval from RAP.
  - i. MAOF waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs or maintain the PROPERTY.
9. **Funding.** All funds, including grants, donations, or any other funds received by MAOF in connection with the PROPERTY, related to matters and activities covered by this AGREEMENT, or generated from programs or activities conducted on the PROPERTY, shall be applied exclusively to the operation and maintenance of the PROGRAM at the PROPERTY, including the delivery of a child care and development program and related services on the PROPERTY, and will be strictly accounted for as provided herein. Such funds shall not be comingled with other funds of MAOF unrelated to this AGREEMENT and/or the operation and maintenance of this PROPERTY and shall be separately accounted for in MAOF's financial records. If for any reason MAOF fails to secure funding to carry out its obligations and commitments under this AGREEMENT, CITY may and can terminate this AGREEMENT pursuant to Section 2 of this AGREEMENT. MAOF shall not impose any fees or charges to its patrons for programs, services, and/or activities offered by MAOF on the PROPERTY without the prior written approval of RAP.
10. **Consideration.** Pursuant to the terms and conditions of this AGREEMENT, the consideration for this AGREEMENT in exchange for MAOF's use of the PROPERTY, shall be the provision of Head Start child care services which provides indoor and outdoor child development programming through recreational experiences, including game playing, group playing, and group sports play for the benefit of the general public, at no cost to CITY, including but not limited to, MAOF's maintenance and/or repair of the PROPERTY. CITY shall have no responsibility for payment of any fees for the provision of the PROGRAM at the PROPERTY. Additionally, MAOF's use of the PROPERTY shall be subject to cost recovery reimbursement fee(s) described below.
- a. **Cost Recovery Reimbursement Fee.** During the TERM of the AGREEMENT, MAOF shall pay a Cost Recovery Reimbursement Fee ("CRRF") to RAP for

costs related to utility, solid waste disposal (trash), and staff impacts incurred by RAP, which are associated with MAOF's use of the PROPERTY and not paid directly to respective service. The total annual CRRF is Three Thousand Five Hundred Fifty-Two Dollars (\$3,552.00), to be paid by MAOF to RAP between May 1st and June 15th of each current year. PARTIES may discuss and agree that the annual CRRF may be paid monthly in the amount of Two Hundred Ninety-Six Dollars (\$296.00) due by the 10<sup>th</sup> day of each month. Cost Recovery Reimbursement Fee(s) may be subject to change by RAP in its reasonable discretion with written notice of no less than sixty (60) days in advance. A breakdown of the total CRRF is provided below in each CRRF category.

- (i) Utilities. Pursuant to the RAP policy regarding utility payments for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the Board on July 13, 2011 (Report No. 11-202), the cost of utility services to the PROPERTY (electricity, gas, water) shall be the sole responsibility of MAOF. It is understood that MAOF pays for electrical (Electric Meter #AMD00019-00023534) services directly to the Los Angeles Department of Water and Power. MAOF shall continue to pay the service provider directly for electric utilities. Water is provided by RAP. Therefore, MAOF shall pay to RAP an annual Utility fee in the amount of One Thousand Two Hundred Twelve Dollars (\$1,212.00) annually or One Hundred One Dollars (\$101.00) monthly for water and sewer expenses, which is included in the total annual CRRF in paragraph 10.A. above.
  - (ii) Trash and Solid Waste Disposal. Pursuant to the RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on February 1, 2012 (Report No. 12-028), removal of waste, trash and recyclables must be at the sole expense of MAOF, with services of a non-CITY provider billed directly to MAOF where feasible, or recovered by RAP through trash and solid waste fees if not. It is understood that MAOF has contracted directly with a waste removal service and therefore does not have to reimburse RAP for waste disposal costs. A fee for waste disposal is not included as part of the CRRF described in Section 10.A. above.
  - (iii) Staff Impact Fees. Pursuant to the RAP policy regarding the impact(s) on RAP staff resulting from the operational activities conducted by non-profit organizations on park property, approved by the Board on July 19, 2012 (Report 12-217), the cost impacting RAP staff not limited to staff at the PROPERTY, shall be the responsibility of MAOF. MAOF shall pay to RAP an annual Staff Impact fee in the amount of Two Thousand Three Hundred Forty Dollars (\$2,340.00) annually or One Hundred Ninety-Five Dollars (\$195.00) monthly, which is included in the total annual CRRF in paragraph 10.A. above.
- b. Telephone and Data Lines. MAOF shall be responsible for the cost of telephone and data lines utilized on PROPERTY and shall pay the service provider directly.

CITY shall bear no costs in regards to the telephone and data lines on PROPERTY that MAOF uses.

- c. Cost Recovery Reimbursement Fee Payments. Payment of Cost Recovery Reimbursement Fees shall be by check, money order, or cashier check made payable to "City of Los Angeles Department of Recreation and Parks." RAP at its discretion may provide courtesy invoices, but MAOF is wholly responsible for timely payment of Cost Recovery Reimbursement Fees regardless of written notification, which is not required.
- d. All Payments and/or correspondence shall be mailed to:

City of Los Angeles Department of Recreation and Parks  
Attn: Partnerships Division  
221 N. Figueroa Street, Suite #180,  
Los Angeles, California 90012

11. **Alterations, Improvements and Replacements.** No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PROPERTY without prior written authorization by CITY. MAOF shall provide CITY 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 MAOF.
12. **Capital Project Proposal.** When proposing a project involving any alterations, additional improvements, and/or replacements to the PROPERTY, MAOF shall adhere to the following guidelines and instructions for submitting a proposed project for CITY's consideration:
  - a. Submit a project proposal for CITY review and presentation for conceptual approval by the BOARD, if necessary. The proposal should include but is not limited to, project objectives, conceptual drawings, a written description of the project's scope of work, general project details and requirements, and estimated preliminary budget.
  - b. Should the project be conceptually approved by the BOARD, MAOF will be authorized to perform any required preliminary work or site assessments, either through a right-of-entry permit if required, or the CITY's authority and/or this AGREEMENT.
  - c. Depending on the scope of work and magnitude of the proposed project, MAOF may be assessed an administrative fee to be determined by RAP, for project review and all services provided by CITY staff. Such fee shall be paid to the

“City of Los Angeles Department of Recreation and Parks” and shall have been paid in full prior to CITY conceptual approval of the proposed project.

- d. If necessary and pursuant to the recommendation of the City Attorney, a development agreement shall be prepared to set forth the terms and conditions under which the proposed project shall be implemented, depending on the scope of work and project magnitude.
- e. When prepared, MAOF shall submit 50% and 90% complete design drawings for CITY review and approval. Upon CITY’s approval, all design and architectural work shall be completed by a California licensed architect and/engineer.
- f. PARTIES shall submit a proposed development agreement and final plans and specifications, respectively, to the BOARD for its consideration and final project approval.
- g. MAOF shall obtain, at its own cost and expense, all necessary and/or required City, County, State, and/or Federal permits, approvals, licenses, and/or authorizations for project implementation, including but not limited to environmental clearances, in compliance with the California Environmental Quality Act (CEQA).
- h. MAOF shall submit approved plans and specifications for final approval to:

City of Los Angeles Department of Recreation and Parks,  
Planning, Construction, and Maintenance Branch,  
Attn: Assistant General Manager  
221 N. Figueroa Street, 4<sup>th</sup> Floor  
Los Angeles, CA 90012
- i. Upon receipt of final approval, MAOF may commence construction in coordination with CITY staff.

13. **Insurance**. Before occupying the PROPERTY under this AGREEMENT and periodically as required during its TERM, MAOF shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. MAOF 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 coverages, as applicable. MAOF will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to the CITY’s Risk Manager and shall include the types and minimum limits set forth in Exhibit D attached hereto and incorporated herein by reference.

- a. MAOF 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 MAOF sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to MAOF.
  - b. If any of the required insurance contains aggregate limits or applies to other operations of MAOF outside of this AGREEMENT, MAOF shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in MAOF's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. MAOF 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, MAOF 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 MAOF.
  - d. MAOF's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate the AGREEMENT or, at its discretion, pay to procure or renew such insurance to protect CITY's interest; MAOF 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 MAOF's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.
14. **Indemnification.** Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in Interest, MAOF 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 the 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 MAOF's employees and agents, or damage or destruction of any property of either party hereto or third parties, arising in any manner by reason of an act, error, or omission by MAOF, 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.

14. **Casualty and Condemnation.** MAOF shall be excused from its obligations in this AGREEMENT with respect to the operation, maintenance and repair of any portion of the PROPERTY or any improvement there on damaged by casualty or taken by condemnation until any such portion or improvement is restored to MAOF's use. CITY shall not be obligated to restore PROPERTY damaged by casualty in whole or in part. If PROPERTY is taken by condemnation, CITY shall not be obligated to provide MOAF a replacement property for MAOF's use.
15. **Hazardous Substances.** PARTIES agree that PROPERTY shall be used in a manner consistent with its intended sole-purpose for operating and maintaining a Head Start child care and development program and within the scope of use set forth in this AGREEMENT. MAOF shall use PROPERTY in compliance with laws pertaining to hazardous substances. 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 MAOF to any governmental agency or third party under applicable statute.
16. **Publicity.** CITY and MAOF 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 or promotion of the PROPERTY, the acquisition of any real property, or construction of any improvements at the PROPERTY, except as may be legally required by applicable laws, regulations, or judicial order. CITY and MAOF agree to notify each other in writing of any press release, public announcement, marketing or promotion of the PROPERTY. Further, any press release, public announcement, marketing materials, or brochures prepared by either CITY or MAOF, shall appropriately acknowledge the contributions of both CITY and MAOF. To the extent stipulated in any grant agreement, the CITY and MAOF 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 MAOF shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both CITY and MAOF;

including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or MAOF, in whole or in part pursuant to the acquisition of property and/or installation of improvements, shall contain any acknowledgements required under any grant agreement.

MAOF agrees that any public release or distribution of information related to this AGREEMENT or related project, programs or services, shall include the following statement at the beginning or introduction of such release:

“In collaboration with the City of Los Angeles Department of Recreation and Parks”

17. **Signage.** No signs or banners of any kind will be displayed unless previously approved in writing by the BOARD and/or RAP General Manager or his or her designee. RAP may require removal or refurbishment, at MAOF's expense, of any sign previously approved. On signage at PROPERTY, MAOF shall provide the following credit or as proportions of signage allow similar credit as approved by RAP in writing:

“In collaboration with the City of Los Angeles Department of Recreation and Parks”

18. **Filming.** It is the policy of the CITY 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 and/or commercial use of videos, photos, and all other forms of media featuring park property. Any commercial filming shall be subject to approval by RAP and the Film Office. All fees for use of park property by film production companies or monetary gain 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. MAOF shall not charge any fees for film production conducted at PROPERTY.

19. **Breach or Default by MAOF.** The following occurrences constitute events of breach or default of this AGREEMENT: MAOF 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, failure to pay assessed fees or utility charges, or failure to fulfill the obligation to operate, maintain and repair the PROPERTY as specified herein. MAOF'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.

20. **Breach or Default by MAOF – CITY's Remedies.** Upon the occurrence of one or more events of breach or default by MAOF, 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 MAOF with a copy to LACOE, and if MAOF nor LACOE does not cure

said breach or default within forty five (45) calendar days of receipt of said notice, CITY may, by delivering a second written notice to MAOF and LACOE, terminate this AGREEMENT without further delay, whereupon MAOF shall vacate the PROPERTY 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.

- e. Contents of Notification to LACOE. CITY and MAOF covenant and agree to include the following information in the written notice to LACOE whenever such notice is required under this Agreement:

- (i) The full names, addresses, and telephone numbers of the CITY and MAOF;
- (ii) The following statement, prominently displayed at the top of the first page of the notice:

**“The Federal Interest in certain real property or equipment used for the Head Start Program may be at risk. Immediately give this notice to the appropriate government official.”**

- (iii) In the event of a default by MAOF, the date and the nature of the default and the manner in which the default may be cured and/or an explanation of other circumstances that required the notice;
- (iv) In the event that the CITY will be exercising the remedy of cancellation, termination, and/or other remedies, the date or expected date of the cancellation and/or exercise of other remedies.
- (v) Correspondence should be mailed to the following address unless otherwise stated in writing:

Los Angeles County Office of Education  
Head Start State Preschool Division  
Assistant Director of Fiscal Controls and Accountability  
10100 Pioneer Boulevard  
Santa Fe Springs, CA 90670  
562-940-1743  
Email Address

- f. LACOE's Rights in event of MAOF's Default. In the event a default occurs under this AGREEMENT, the PARTIES agree that LACOE may intervene when a default has occurred under the AGREEMENT, and which default requires LACOE's intervention to avoid termination of the AGREEMENT by CITY, to ensure that the default is cured by MAOF or another party designated by the responsible LACOE official and agreed to by the CITY, and that CITY, or its assigns, shall accept the payment of money or performance of any obligation by

LACOE's designee for MAOF if such designee is deemed acceptable by the CITY in its sole discretion, as if such payment of money or performance had been made by MAOF.

- i. With respect to non-monetary defaults that cannot with due diligence be cured within forty five (45) days from the date of receipt of notice of default that has been served, LACOE promptly acts to cure the default within the forty five (45) day period and thereafter continues to attempt to cure the default with due diligence, then LACOE may have the right to such additional time as may be reasonably necessary to finish curing the default at the sole discretion of the RAP General Manager.
  - g. 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 MAOF, perform or cause to be performed any of MAOF's unperformed obligations under this AGREEMENT and charge MAOF or LACOE for any expenses incurred in connection with such performance. CITY may enter the PROPERTY 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.
21. **Notices.** Any notice, request for consent, or statement ("NOTICE"), that CITY or MAOF 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 CITY or MAOF may designate a different address for any NOTICE by written statement to the other in accordance with the provisions of this Section. A NOTICE 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.

MAOF agrees to give CITY written and telephonic notice of any change of name, address, and/or telephone number of the LACOE office listed below. If the LACOE office listed below stops operating, MAOF covenants and agrees to give CITY written and telephonic notice of the name, address, and telephone number of the succeeding Federal office(s) to which notice must be given.

All Notices shall be addressed as follows:

**If to CITY:**

City of Los Angeles Department of Recreation and Parks  
Attn: Partnership Division  
221 N. Figueroa Street, Suite #180  
Los Angeles, CA 90012  
Phone: (213) 2402-5600; fax: (213) 202-2614

With a copy to:

City of Los Angeles Department of Recreation and Parks  
Attn: Pacific Region Headquarters  
1670 Palos Verdes Drive North  
Harbor City, CA 90710  
Phone: (310) 548-7675; fax: (310) 832-5373

**If to MAOF:**

Mexican American Opportunity Foundation  
401 N. Garfield Ave.  
Montebello, CA 90640  
Phone: (323) 890-9600; fax: (323) 890-9637 fax

With a copy to:

City of Los Angeles Department of Recreation and Parks  
Attn: Pacific Region Headquarters  
1670 Palos Verdes Drive North  
Harbor City, CA 90710  
Phone: (310) 548-7675; fax: (310) 832-5373

**If notice is in regards to a breach or default send a copy to:**

Los Angeles County Office of Education  
Head Start State Preschool Division  
Assistant Director of Fiscal Controls and Accountability  
10100 Pioneer Boulevard  
Santa Fe Springs, CA 90670  
562-940-1743

22. **Recreation Center Contact.** MAOF shall at all times abide by the rules and regulations adopted by RAP or that may hereafter be adopted, and shall cooperate fully with RAP employees in the performance of their duties. For daily operational concerns with the facility, MAOF shall contact:

Recreation Director, Ross Snyder Recreation Center  
1501 East 41ST Street  
Los Angeles, CA 90011  
Tel.: (323) 231-3964

23. **Representations and Warranties.** CITY and MAOF 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 MAOF, enforceable in accordance with its terms and conditions.

24. **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. MAOF shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will MAOF 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 MAOF the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.
25. **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.
26. **Approval of Sub-Leases or Sub-Agreements.** Any operation, services, or activity conducted on the PROPERTY on behalf of the MAOF by a third party, including but not limited to the sale of food and/or beverages or other items, shall be subject to prior written approval by the RAP General Manager or his or her designee. In addition, any concession or other sub-lease or sub-agreement affecting the PROPERTY shall be filed with the RAP General Manager or his or her designee for review and written approval no fewer than sixty (60) calendar days before the date MAOF proposes to implement the sub-lease or sub-agreement. No sub-lease or sub-agreement shall take effect unless approved by CITY. MAOF shall require all individuals and organizations providing programs or services within the PROPERTY to agree in writing to abide by all conditions set forth in this AGREEMENT. Any breach of the provisions of this Section 26 shall be considered a material breach and default by MAOF of this AGREEMENT.
27. **Merchandise.** No merchandise shall be sold by MAOF on PROPERTY without the prior written consent of the RAP General Manager or his or her designee.
28. **Safety Practices.** MAOF shall correct violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents or deaths occurring on the PROPERTY. In the event of death or serious injury (requiring an emergency room hospital visit), MAOF must notify the Director-in-Charge at Ross Snyder 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 PROPERTY shall be provided to the Director-in-Charge at Ross Snyder Recreation Center within seventy-two (72) hours. MAOF shall keep internal documentation of the incident(s) and provide the RAP General Manager or his or her designee with such information upon request.

29. **Suspected Child Abuse.** MAOF or MAOF's parents, volunteers, agents, contractors and subcontractors, and/or any person participating in MAOF's PROGRAM or activities at the PROPERTY must contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at PROPERTY. MAOF will notify the Director-in-Charge at Ross Snyder Recreation Center within twenty-four (24) hours of any such report
30. **Ratification.** Pursuant to the mutual acceptance of PARTIES, and because of the need therefore, MAOF may have begun performance of the responsibilities contained herein prior to execution of this AGREEMENT, which were required prior to the execution hereof. By execution of this AGREEMENT, RAP hereby accepts such service(s) subject to all the terms, covenants, and conditions of this AGREEMENT, and ratifies its agreement with MAOF for such services(s).
31. **Ordinances and Standard Provisions.** The "Standard Provisions for City Contracts (Rev. 10/17) [v. 3]" or current version, are incorporated herein by reference and attached hereto as Exhibit-E ("Standard Provisions"). The term "CONTRACTOR" in the Standard Provisions shall refer to MAOF. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 10/17) [v. 3]" or current version and this AGREEMENT, the language of this AGREEMENT shall prevail. In addition, MAOF will provide documentation of compliance with all required Ordinance Provisions as determined by CITY.
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

Exhibit B: Excerpts from MAOF Head Start Parent's Handbook

Exhibit C: Sample Performance Evaluation Form

Exhibit D: Insurance Requirements

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

In the event of any inconsistency between any of the provisions of this AGREEMENT and/or exhibits attached hereto, the inconsistency shall be resolved by giving precedence in the following order: 1) This AGREEMENT exclusive of attachments; 2) Exhibit A; 3) Exhibit B; 4) Exhibit E; 5) Exhibit D; and 6) Exhibit C.

**[SIGNATURE PAGE FOLLOWS]**

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

MEXICAN AMERICAN OPPORTUNITY FOUNDATION, a 501 (c)(3) California non-profit corporation

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

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

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

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

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

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

**APPROVED AS TO FORM:**

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

MICHAEL N. FEUER,  
City Attorney

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

By: \_\_\_\_\_  
Deputy City Attorney

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

**EXHIBIT A**  
**SITE MAP**

**Property Defined**

Pursuant to Section 1 of this AGREEMENT, the Lindsay Head Start Center at 1584 E. Martin Luther King Jr. Boulevard, Los Angeles, CA 90011, on the grounds of Ross Snyder Recreation Center, is delineated below within the red lines. The area of use includes two (2) modular Pre-Fabricated Classrooms and an outdoor play area with playground equipment in an enclosed gated area.



Lindsay Head Start Center as depicted on the grounds of Ross Snyder Recreation Center.



Ross Snyder Recreation Center

## **EXHIBIT B**

### **MEXICAN AMERICAN OPPORTUNITY FOUNDATION Head Start Parent Handbook** (Excerpts)

#### **Division Mission Statement**

To work in partnership with parents and the community, to provide quality preschool education for children, and comprehensive support services to families, thus promoting independence and success.

#### **Overview**

MEXICAN AMERICAN OPPORTUNITY FOUNDATION Head Start is a federally funded program that provides comprehensive developmental services for income eligible families who have young children from three to five years old. MEXICAN AMERICAN OPPORTUNITY FOUNDATION provides comprehensive services promoting child development and health, family and community partnerships and services to children with disabilities. Our program also provides a nutritious meal and/or snack during your child's class time.

#### **Eligibility Requirements**

At least 90% of the families enrolling in MEXICAN AMERICAN OPPORTUNITY FOUNDATION Head Start must meet Federal poverty guidelines may apply for Head Start, but will be put on a waiting list pending enrollment of income-eligible families. A child must be age-eligible for Head Start (three to five years old) to enroll in the program.

#### **Child Assessment**

Our program assesses each child within 60 days after their first day of enrollment and then again in spring. We utilize the Desired Results Developmental Profile-Preschool (DRDP-PS), which contains 43 readiness indicators for your child to be assessed on. Based upon your child's assessment and the class overall assessment, our staff plan activities that assist children in their growth and development and accomplish learning objectives as identified through DRDP-PS.

#### **Education**

MEXICAN AMERICAN OPPORTUNITY FOUNDATION Head Start is recognized as a high-quality preschool provider and is nationally ranked in the top 4% of all Head Start Programs. During the day, children participate in a variety of age appropriate learning experiences to foster intellectual, social, emotional and physical growth. Our curriculum helps children succeed in areas such as literacy, math and science. Input from parents and results are used to individualize the program for each child. Staff members receive continuing education and training in effective curriculum implementation and on how to conduct ongoing child assessments. Information on children's progress is shared with families during home visits and parent-teacher conferences throughout the year.

## **Curriculum**

MEXICAN AMERICAN OPPORTUNITY FOUNDATION follows the High/Scope curriculum in the classroom, which offers an educational approach to active learning. Age appropriate classroom material are used to encourage children to discover, explore and experiment under the guidance of the teacher. Indoor and outdoor activities are carefully planned around the child's interest to provide a balance of healthy intellectual and physical growth.

Our classrooms are colorful, clean and provide a safe environment for your child. The outdoor play areas are fully equipped and include sand and water play areas, a paint station under the shade of trees or canopies, a climbing structure and tricycles your child can pedal along the bicycle path.

Our goal is to empower parents as the primary educators in their children's lives by promoting positive parenting and enhancing the physical, social, emotional and intellectual development of children using the home environment.

## **Program Choices**

Half-day programs are available for children three to five years old. Families have the option enrolling their child in a morning or afternoon session.

### **Morning Program:**

8:00 am to 12:00 noon. Breakfast and Lunch is served.

### **Afternoon Program:**

12:30 pm to 4:30 pm. Lunch and afternoon snack is provided.

## **Pick-Up and Releasing Children**

For the emotional well-being of your child, it is very important that you are on time to pick up your child from school. It is a very scary experience for a young child to be left behind. A child needs to be assured at all times that he/she is cared for. Call immediately when you think you are going to be late.

In the event your child is not picked up on time, staff will attempt to contact all the people you provide as emergency contacts. Please provide accurate contact information for these people. Children will not be released to anyone under 18 years of age or to anyone who is not authorized in writing by you. MEXICAN AMERICAN OPPORTUNITY FOUNDATION staff will verify identification and make sure the person picking up is listed as an emergency contact.

## **Meals Provided**

By participating in the California Adult and Child Care Food Program, MEXICAN AMERICAN OPPORTUNITY FOUNDATION is able to provide lunch to all children enrolled in our program.

A 6-week cycle menu, which is posted at each site, has been developed to meet the nutritional needs of our children and follows the specific meal pattern requirements set by the Department of Nutrition Services. We offer a variety of child friendly foods from different cultures.

It is our goal to offer children food they are familiar with and expose them to foods from other cultures. Our meals are served family style, meaning children are encouraged to serve themselves and clean up after themselves.

Nutritionists will advise parents of children who are overweight, underweight or have related health issues. Alternative food menus are available for children with food allergies or restrictions due to religious or medical reasons.

### **Illness**

Please do not bring your child to school if he/she is sick. When a child is sick he/she is unable to focus on what is going on and is unable to keep up with the activities of the day. In fact he/she may become sicker from over exertion. Please ensure that your child has been free and clear (minimum of 24 hours) of any fever, vomiting and diarrhea prior to returning to class. Our teachers do not have the capabilities to care for a sick child at school. If the child is sick upon coming to class the teacher will send the child home. Returning back to school, this includes Chicken Pox, Measles, and Head Lice.

### **Behavioral Concerns**

Our goal is to manage a fully functional preschool classroom where optimum learning happens. We encourage children to participate in planning the day's activities. However, if and when a child's extreme behavior demands more attention than normal, we will consult his/her parents in attempts to make the adaptation better. Parents are expected to work closely with the staff in resolving these concerns. In extreme instance, the child may be temporarily removed from the program or permanently removed in the best interest of the child, and for all children and staff.

### **Special Services**

MEXICAN AMERICAN OPPORTUNITY FOUNDATION Head Start is open to any child that has a learning or speech delay or disability and will coordinate care with early intervention and early childhood programs to provide appropriate developmental services. Staff works closely with community agencies to provide services to meet a child's special needs. Teaching staff work as a team with each family to ensure that their child is included in the full range of activities and services of the program.

### **Family Engagement Opportunities**

There are a number of activities for which you can volunteer while your child is enrolled in our program.

As a MEXICAN AMERICAN OPPORTUNITY FOUNDATION Head Start parent, you can:

- Serve on a Parent Committee representing your child's school site and help make decisions for your child's school
- Partner with the staff and learn how you can help improve the program for our children
- Give ideas/suggestions into planning curriculum
- Coordinate an activity with the staff for the children
- Share your family's culture and traditions by leading or organizing an activity
- Be trained as leaders and advocates representing the program within the community to help create a better learning environment for our children

- Support and attend parent workshops to better oneself and participate in training opportunities
- Share in decision making for the entire program by volunteering on the MEXICAN AMERICAN OPPORTUNITY FOUNDATION Head Start Policy Council

Work with staff / community members to reach out to other parents in need

Ask your child's teacher or your Parent Educator how you can help. All parents must have a TB clearance to volunteer in the classroom and to participate in home visits.

### **In Kind**

All volunteered hours, donation of allowable materials and professional services can be considered as in-kind to MEXICAN AMERICAN OPPORTUNITY FOUNDATION Head Start. All parents, vendors, community partners and friends of MEXICAN AMERICAN OPPORTUNITY FOUNDATION can participate in this service.

### **Client Non-Admittance/Termination Policy**

MEXICAN AMERICAN OPPORTUNITY FOUNDATION has a commitment to serving eligible families in our programs. However, in a limited number of circumstances, it may be impossible for MEXICAN AMERICAN OPPORTUNITY FOUNDATION to offer or continue to provide services to particular families.

The decision to not accept an applicant for care, not to admit a family, or to terminate services to a family will be made by the Division Director of the program involved, and the parties will be notified in writing of the decision. Please be aware of our agency's Termination Policy at the time of enrollment.

**EXHIBIT C**  
**Sample Performance Evaluation Form**



City of Los Angeles Department of Recreation and Parks  
PARTNERSHIP DIVISION

**PERFORMANCE REVIEW**  
(Revised March 2018)

ORGANIZATION	
PROJECT/PROGRAM TITLE	ONE-TIME or ROE <input type="checkbox"/> ANNUAL <input type="checkbox"/>
DEPARTMENT FACILITY(IES)/ADDRESS & PHONE NUMBER	
CONTRACT NUMBER	CONTRACT EXPIRATION DATE
ORGANIZATION TYPE <input type="checkbox"/> 501(c)(3) <input type="checkbox"/> Government <input type="checkbox"/> Sports Group <input type="checkbox"/> Community Group other than 501(c)(3) <input type="checkbox"/> For-Profit <input type="checkbox"/> Other	
AGREEMENT TYPE <input type="checkbox"/> ROE <input type="checkbox"/> Exclusive <input type="checkbox"/> Shared <input type="checkbox"/> Gift/Capital <input type="checkbox"/> Gift/Funding <input type="checkbox"/> MOU/MOA <input type="checkbox"/> Joint Use <input type="checkbox"/> Other	
DATE & TIME OF INSPECTION	REVIEW PERIOD COVERED
NUMBER OF PARTICIPANTS PRESENT ON DATE OF INSPECTION	NUMBER OF VOLUNTEERS/STAFF PRESENT ON DATE OF INSPECTION
NUMBER OF PARTICIPANTS REGISTERED AT THIS TIME (OR HOW MANY ARE SERVED)	NUMBER OF VOLUNTEERS/STAFF EMPLOYED AT THIS TIME
NAME, TITLE, AND EMAIL ADDRESS OF ORGANIZATION CONTACT	
<u>Describe activities at time of inspection</u>	

	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
<b>PROGRAM</b>	<input type="checkbox"/>				
Collaboration enhances recreational opportunities (no duplication)					
Based on inspection or oral/written feedback, participants are enjoying/engaged in program					
Participation appears to include a reasonable proportion from the local community and inclusion of special needs participants (based on inspection or RAP staff comments)					
Instructors, leaders, staff, and/or volunteers are specialized, licensed, experienced, and/or have an appropriate level of education					



PERFORMANCE REVIEW – PAGE 2

<b>ORGANIZATION</b>
<b>PROGRAM TITLE</b>
<b>CONTRACT NO.</b>

Instructors, leaders, staff, and/or volunteers are professional, polite, and prepared					
	<b>Unsatisfactory</b>	<b>Improvement Needed</b>	<b>Meets Standards</b>	<b>Exceeds Standard</b>	<b>Outstanding</b>
<b>FINANCIAL</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cost of the program is free, low cost, or similar to programs in the same community and consistent with agreement (list fees/rates)					
Organization's annual budget is provided and is sufficiently funded for commitment (attach)					
Organization pays cost recovery fees on-time and according to requirements (attach payment summary)					
Value to Department (list total expenses from 990 & attach)					
	<b>Unsatisfactory</b>	<b>Improvement Needed</b>	<b>Meets Standards</b>	<b>Exceeds Standard</b>	<b>Outstanding</b>
<b>OUTREACH</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Number of current participants reaches or exceeds target of agreement; list the target number of participants in the agreement					
Is there a current waiting list? How many people are on it? Is there a fee? (attach a copy of the list and list the fee amount, if any)					
If space is available, what efforts did the organization make to recruit new participants during this review period?					
Organization provided demographic information and analysis (attach)					
Organization performed and provided annual surveys of participants or parents of participants about program (attach)					
Marketing material (attach) and any signs on site include "In collaboration with the City of Los Angeles, Department of Recreation & Parks" and the Department logo					
Organization's web site links to the RAP web site (list website address if applicable)					
Department has approved all marketing materials					
	<b>Unsatisfactory</b>	<b>Improvement Needed</b>	<b>Meets Standards</b>	<b>Exceeds Standard</b>	<b>Outstanding</b>
<b>SAFETY COMPLIANCE</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employees and volunteers of program are fingerprinted and written verification is provided					
Current liability insurance that includes the City of Los Angeles, Department of Recreation and Parks as determined by City Risk Manager (attach printouts)	CA#:	Expiration Date:			
Adequate program staff to provide proper					



**PERFORMANCE REVIEW – PAGE 3**

<b>ORGANIZATION</b>
<b>PROGRAM TITLE</b>
<b>CONTRACT NO.</b>

supervision and safety (list ratio of staff to participants)						
All equipment and instructional supplies adhere to Department safety specifications and requirements						
Maintains designated areas in a clean and orderly condition						
	<table border="1"> <tr> <th>Unsatisfactory</th> <th>Improvement Needed</th> <th>Meets Standards</th> <th>Exceeds Standard</th> <th>Outstanding</th> </tr> </table>	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding		
<b>ORGANIZATION COMPLIANCE</b>	<table border="1"> <tr> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Maintains good communication and a professional relationship with the Department						
Provides required written reports including Annual Report (attach)	Date Due: Date Received:					
Annual report data about the program is consistent with agreement terms including fees charged to participants						
Compliance with all terms of the agreement (days & hours of operation, parking, fees, approved use of space, participants, etc.)						
Organization is in good legal standing: check Sec. of State website and (if applicable) proof of 501(c)(3) status (attach printouts)						
Is sub-leasing of the space occurring?						
Does Department have control over property usage during non-designated times (if applicable)						
Public Complaints resolved (attach, if any)						
Compliance Resolutions completed satisfactorily (attach, if any)						
List any small scale improvements planned, in progress, or completed (i.e. painting, changes to landscaping, etc.) Were the improvements approved by the Dept.? (if applicable, list date and name of approver)						
Capital improvement projects are in conformance with City Standards and in coordination with the Department, and Bureau of Engineering (if applicable, list projects planned, in progress, or completed)						

<b>OVERALL EVALUATION</b>	<table border="1"> <tr> <th>Unsatisfactory</th> <th>Improvement Needed</th> <th>Meets Standards</th> <th>Exceeds Standard</th> <th>Outstanding</th> </tr> </table>	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding		



**PERFORMANCE REVIEW – PAGE 4**

<b>ORGANIZATION</b>
<b>PROGRAM TITLE</b>
<b>CONTRACT NO.</b>

	<input type="checkbox"/>				
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**PARTICIPANTS (OR PARENTS) - Comments / Complaints / Complements**

**ORGANIZATION STAFF OR VOLUNTEERS - Comments / Issues/Requests**



**PERFORMANCE REVIEW – PAGE 5**

<b>ORGANIZATION</b>
<b>PROGRAM TITLE</b>
<b>CONTRACT NO.</b>

**RAP STAFF (Recreation, Maintenance, Construction, Other)**  
**Additional Comments / Complaints / Complements (attach any Compliance Resolution forms)**  
*Include any comments on how Partner is reaching out to community, and how well participation reflects community.*

**ADDITIONAL COMMENTS / RESULTS / RECOMMENDATIONS**

<b>NAME AND TITLE OF EVALUATOR</b>	
<b>SIGNATURE OF EVALUATOR</b>	<b>DATE</b>
<b>NAME AND TITLE OF REVIEWER</b>	



**PERFORMANCE REVIEW – PAGE 6**

<b>ORGANIZATION</b>
<b>PROGRAM TITLE</b>
<b>CONTRACT NO.</b>

<b>SIGNATURE OF REVIEWER</b>	<b>DATE</b>
------------------------------	-------------

<b>ATTACHMENTS</b> <input type="checkbox"/> Participant Progress Stats <input type="checkbox"/> Annual Budget <input type="checkbox"/> Payment Summary <input type="checkbox"/> 990/Expenses <input type="checkbox"/> Demographic Analysis <input type="checkbox"/> Annual Surveys <input type="checkbox"/> Flyers and PR Materials <input type="checkbox"/> Insurance Status <input type="checkbox"/> Annual Report <input type="checkbox"/> Legal/501c3 Status <input type="checkbox"/> Public Comments/Complaints <input type="checkbox"/> Compliance Resolution Forms <input type="checkbox"/> Photos <input type="checkbox"/> Program Forms <input type="checkbox"/> Other _____
--

**Please sign below and return entire form within one week to acknowledge receipt of this performance review.**

<b>PRINT NAME AND TITLE OF ORGANIZATION CONTACT</b>	
<b>SIGNATURE OF ORGANIZATION CONTACT</b>	<b>DATE</b>

**EXHIBIT D  
INSURANCE REQUIREMENTS**

**Required Insurance and Minimum Limits**

Name: Mexican American Opportunity Foundation Date: 11/01/2018

Agreement/Reference: For the operation of a recreational head start child care program at Ross Snyder Recreation Center  
 Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

	<u>Limits</u>
<input checked="" type="checkbox"/> <b>Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)</b>	WC <u>Statutory</u> EL <u>\$1,000,000</u>
<input type="checkbox"/> Waiver of Subrogation in favor of City <span style="margin-left: 200px;"><input type="checkbox"/> Longshore &amp; Harbor Workers</span> <input type="checkbox"/> Jones Act	
<input checked="" type="checkbox"/> <b>General Liability</b> <u>City of Los Angeles must be named as an additional insured</u>	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations <span style="margin-left: 150px;"><input checked="" type="checkbox"/> Sexual Misconduct <u>\$1,000,000</u></span> <input type="checkbox"/> Fire Legal Liability _____ <input type="checkbox"/> _____	
<input checked="" type="checkbox"/> <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	<u>\$1,000,000</u>
<input type="checkbox"/> <b>Professional Liability</b> (Errors and Omissions)	
Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	
<input type="checkbox"/> <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)	
<input type="checkbox"/> All Risk Coverage <span style="margin-left: 200px;"><input type="checkbox"/> Boiler and Machinery</span> <input type="checkbox"/> Flood _____ <span style="margin-left: 150px;"><input type="checkbox"/> Builder's Risk</span> <input type="checkbox"/> Earthquake _____ <span style="margin-left: 150px;"><input type="checkbox"/> _____</span>	
<input type="checkbox"/> <b>Pollution Liability</b>	
<input type="checkbox"/> _____	
<input type="checkbox"/> <b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b>	<u>100% of the contract price</u>
<input type="checkbox"/> <b>Crime Insurance</b>	

Other: 1) In a contractor has no employees and decides to not cover herself / himself for workers' compensation, please complete the form entitled "Release for Waiver of Workers' Compensation Insurance Requirement" located at <http://cao.lacity.org/risk/InsuranceForms.htm>  
2) In the absence of imposed auto liability requirement, 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.

**EXHIBIT E**  
**Standard Provisions for City Contracts (Rev. 10/17) [v. 3]**

To be inserted here.

**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.

**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.

	<b>Limits</b>
<p>___ <b>Workers' Compensation (WC) and Employer's Liability (EL)</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <p><input type="checkbox"/> Waiver of Subrogation in favor of City</p> <p><input type="checkbox"/> Longshore &amp; Harbor Workers</p> <p><input type="checkbox"/> Jones Act</p> </div> <div style="width: 45%; text-align: right;"> <p>WC _____</p> <p>Statutory _____</p> <p>EL _____</p> </div> </div>	
<p>___ <b>General Liability</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <p><input type="checkbox"/> Products/Completed Operations</p> <p><input type="checkbox"/> Fire Legal Liability</p> <p><input type="checkbox"/> _____</p> </div> <div style="width: 45%; text-align: right;"> <p><input type="checkbox"/> Sexual Misconduct _____</p> </div> </div>	
<p>___ <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)</p>	_____
<p>___ <b>Professional Liability</b> (Errors and Omissions)</p> <p style="margin-left: 20px;">Discovery Period _____</p>	_____
<p>___ <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)</p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> <p><input type="checkbox"/> All Risk Coverage</p> <p><input type="checkbox"/> Flood _____</p> <p><input type="checkbox"/> Earthquake _____</p> </div> <div style="width: 45%; text-align: right;"> <p><input type="checkbox"/> Boiler and Machinery</p> <p><input type="checkbox"/> Builder's Risk</p> <p><input type="checkbox"/> _____</p> </div> </div>	_____
<p>___ <b>Pollution Liability</b></p> <p><input type="checkbox"/> _____</p>	_____
<p>___ <b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b></p>	_____
<p>___ <b>Crime Insurance</b></p>	_____

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_