

APPROVED

AUG 5 2021

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 21-136

DATE August 05, 2021

C.D. 4

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: GRIFFITH PARK – AWARD AND APPROVAL OF CONTRACT FOR THE DIRECTOR OF INSTRUCTION FOR YOUTH, FAMILY, AND SENIORS AT TREGNAN GOLF ACADEMY TO MORGAN HAIGHT

AP Diaz _____ *M. Rudnick MR
H. Fujita _____ C. Santo Domingo _____
J. Kim _____ N. Williams _____

M. Shue
General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

- 1. Award and approve a proposed Professional Services Contract (Contract) to Morgan J. Haight, a Sole Proprietor (Haight), for the services of a Director of Instruction (DOI) for Youth, Women, and Seniors at Tregnan Golf Academy (TGA), for a term of one year, herein included as Attachment 1, subject to the approval of the City Attorney as to form;
2. Find, in accordance with Los Angeles Administrative Code Section 10.15(a)(2), that the proposed Contract is for the performance of professional, scientific, expert, technical, or other special services of a temporary and occasional character for which competitive bidding is not practicable or advantageous;
3. Find, in accordance with Charter Section 1022, that it is necessary, feasible and economical to secure these services by contract as the Department of Recreation and Parks (RAP) lacks sufficient and necessary personnel to undertake these specialized professional services;
4. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed Contract to the City Attorney for review as to form;
5. Authorize RAP's General Manager or designee to execute the Contract upon receipt of the necessary approvals; and
6. Authorize RAP Staff to make any necessary technical changes to implement the Board's intentions in approving this Report.

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SUMMARY

In July 2000, RAP began operation of TGA in Griffith Park. This state-of-the-art training and practice facility feature three practice holes, a 15-stall 200-yard driving range, putting area, chipping area, practice bunker and learning center. TGA serves the community as an affordable introduction to golf, providing the skills, knowledge and confidence to play; ensuring the golf through the City is accessible, affordable, and enjoyable. In 2019 TGA golf instructors provided lessons to over 2,000 golfers, including children, women, men and senior golfers. The TGA outreach to youth helps grow the future play of golf in the City.

Operation of TGA requires a DOI who, under the guidance of RAP's Golf Manager or Designee, runs the Golf Instruction Program (Program) and is required, in part, to:

1. Work a minimum thirty (30) hours per week, and no more than two thousand (2,000) hours per year, to continue development and operation of the Program.
2. Develop and implement golf curriculum and instruction with varied ability levels and special needs (learning disabilities, physical handicaps, etc.) in accordance with Professional Golfers' Association (PGA) guidelines including:
 - a. Golf playing rules, etiquette, and safety regulations.
 - b. Specialized instruction and skills development, such as putting, club handling, swinging, hitting, proper use of golf equipment, on-course play, teeing, playing strategy, and scoring.
 - c. Preparation for tournament and advanced play.
3. Assist with managing operations through daily planning, organizing, supervising, and conducting golf classes and clinics for participants.
4. Implement golf class programs, including supervising the execution of curriculum by RAP employed instructors.
5. Assist with selection and training of RAP employed instructors.
6. Expand the current Program developed for TGA to other City golf facilities.
7. Organize golf tournaments and special events for Program participants to take place at TGA and/or other RAP golf facilities. Create golf tournament schedules, subject to the approval of the Golf Manager or designee.
8. Maintain professionalism. The DOI while on or about the TGA premises and during promotion of the Program away from TGA, shall be neat in appearance and courteous at all times and shall be appropriately attired, with identification badge or other suitable means of identification, and make no representation that the DOI is an employee of the City.

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Through a Request for Proposal (RFP) process (Report No. 16-256), RAP awarded Contract No. 3579 for DOI to Haight for a term of one (1) year beginning July 1, 2017, with two (2) 1-year extensions which both were executed by RAP's General Manager extending the term and ending on June 30, 2020. Due to health risks associated with the COVID-19 pandemic, RAP Golf Courses and TGA closed on March 22, 2020 in conformance with mandatory health directives. Haight was unable to complete his third year as DOI.

RAP, guided by subsequent health directives, reopened the golf courses on May 9, 2020 and desires to resume operations at TGA once a DOI is secured. RAP staff is developing an RFP for a TGA DOI for a term of one (1) year with two (2) 1-year extensions at the sole discretion of RAP's General Manager or designee. The RFP process is expected to be completed by fall 2022.

To avoid delay in reopening TGA, RAP staff recommends awarding a one-year Professional Services Contract (Contract) to Haight who has the required qualifications and is the most recent professional who served as DOI. Compensation will be \$38.85 per hour which is 5% more than the most current wage received by Haight from RAP in March 2020. Hours are not to exceed 40 hours per week, which amounts to \$3,108 bi-weekly or \$77,700 annually.

FISCAL IMPACT

Payments to Haight will come from the Golf Account. There is no impact to RAP's General Fund as a result of this Report.

STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Report advances RAP's Strategic Plan by supporting:
Goal No. 6: Build Financial Strength & Innovative Partnerships
Outcome No. 2: Improved management of rental facilities and concessions.

This report was prepared by Stanley Woo, Management Analyst II, Special Operations Branch, Concessions Unit.

LIST OF ATTACHMENTS

1) Proposed Professional Services Contract for Tregnan Golf Academy Director of Instruction

PROFESSIONAL SERVICES CONTRACT

Contractor: MORGAN J. HAIGHT

To continue the development and implementation of a golf program directed at youth, women, men and seniors, including golf class development in accordance with Professional Golfers' Association of America (PGA) guidelines, and to assist the Department of Recreation and Parks (RAP) in expanding the program developed at the Tregnan Golf Academy to other golf facilities throughout the City of Los Angeles.

Contract Number: _____

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PROFESSIONAL SERVICES CONTRACT

Between

THE CITY OF LOS ANGELES
DEPARTMENT OF RECREATION AND PARKS

And

MORGAN J. HAIGHT

For

DIRECTOR OF INSTRUCTION
FOR YOUTH, WOMEN, MEN AND SENIORS
AT TREGNAN GOLF ACADEMY

THIS CONTRACT is made and entered in this _____ day of _____, 20____, by and between the CITY OF LOS ANGELES, a municipal corporation (hereinafter referred to as CITY), acting by and through its Board of Recreation and Park Commissioners (hereinafter referred to as BOARD), and MORGAN J. HAIGHT, a Sole Proprietor (hereinafter referred to as CONTRACTOR).

WHEREAS, the Department of Recreation and Parks (RAP) is responsible to provide professional golf instruction and continue the development and implementation of a golf program directed at youth, women, men and seniors at Tregnan Golf Academy (TGA); and,

WHEREAS, BOARD finds, in accordance with Charter Section 1022, that it is necessary, feasible and economical to secure these services by contract as the Department of Recreation and Parks (RAP) lacks sufficient and necessary personnel to undertake these specialized professional services; and,

WHEREAS, CONTRACTOR has the necessary qualifications, knowledge, expertise, and experience needed to perform the above-mentioned duties; and,

WHEREAS, BOARD has determined that CONTRACTOR is capable of providing such services in accordance with the terms and conditions of this Professional Services Contract (CONTRACT);

NOW, THEREFORE, in consideration of the promises and of the covenants, representations, and agreements set forth herein, the parties hereby agree as follows:

SECTION 1. DEFINITIONS

For the purpose of this CONTRACT, the following words and phrases are defined and shall be construed as hereinafter set forth:

CONTRACT: This Professional Services Contract consisting of nine (9) pages and two (2) exhibit documents (A-B) attached hereto

BOARD: Board of Recreation and Park Commissioners

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

CONTRACTOR: Morgan J. Haight, a Sole Proprietor

FACILITY: Tregnan Golf Academy (TGA) and other CITY owned golf courses

GENERAL MANAGER: General Manager of RAP or that person's authorized representative, acting on behalf of the CITY.

RAP Department of Recreation and Parks

SECTION 2. PERMISSION GRANTED

For and in consideration of the payment of the fees and charges as hereinafter provided, and subject to all of the terms, covenants, and conditions of this CONTRACT, CITY hereby grants to CONTRACTOR the right and obligation to provide director of instruction service and professional golf instruction, and to continue the development and implementation of a golf program directed at youth, women, men and seniors, including the development of golf class curriculums for these groups in accordance with Professional Golfers' Association of America (PGA) guidelines, and to assist RAP with expanding such program, developed at TGA, to other golf courses throughout the City Golf Course System.

SECTION 3. TERM OF CONTRACT

The term of this CONTRACT shall be for a period of one (1) year, to commence upon execution by all parties hereto but no earlier than August 5, 2021, subject to early termination by RAP, as provided in Exhibit A – The Standard Provisions for City Contracts (Rev. 10/17, v.3). Performance may not begin until CONTRACTOR has obtained from the CITY approval of insurance required herein (Exhibit B).

Neither the CITY, nor any BOARD member, officer, or employee thereof shall be liable in any manner to CONTRACTOR because of any action taken to revoke the CONTRACT.

SECTION 4. REPRESENTATIVES AND FORMAL NOTICES

- A. The representatives of the respective parties authorized to administer this CONTRACT, and to whom formal notices, demands, and communications shall be given are as follows:

The representative of the CITY shall be:

Department of Recreation and Parks
Attn: Golf Manager, or Designee
Golf Division Headquarters
3900 West Chevy Chase Drive
Los Angeles, CA 90039

The representative of the CONTRACTOR shall be:

Morgan J. Haight
1056 E. Harvard Road
Burbank, CA 91501

- B. Formal notices, demands, and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of receipt.

SECTION 5. DUTIES AND RESPONSIBILITIES

- A. Contractor Duties and Responsibilities
Under the guidance and direction of the RAP's Golf Manager or designee, the Contractor shall:
1. Work a minimum thirty (30) hours per week, and no more than two thousand (2,000) hours per year, to head the continued development and implementation of the youth, family and senior golf instruction program (Program).
 2. Develop and implement golf curriculum and instruction for participants with varied ability levels and special needs (learning disabilities, physical handicaps, etc.), in accordance with PGA guidelines, including but not limited to:
 - a. Golf playing rules, etiquette, and safety regulations.

- b. Specialized instruction and skills development, such as putting, club handling, swinging, hitting, proper use of golf equipment, on-course play, teeing, playing strategy, and scoring.
 - c. Preparation for tournament and advanced play.
- 3. Provide professional golf instruction and spend at least half (50%) of the total number of hours on direct instruction (group classes) activities.
- 4. Not discriminate on the basis of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status, or medical condition in determining who may participate.
- 5. Assist with managing Program operations through daily planning, organizing, supervising, and conducting golf classes and clinics for participants.
- 6. Implement golf class programs, including supervising the implementation of curriculum by RAP employed instructors.
- 7. Assist with selection and training of RAP employed instructors for youth, family and seniors golf instruction.
- 8. Expand the current Program developed for TGA to other City golf facilities.
- 9. Organize golf tournaments and special events for participants to take place at TGA and/or other RAP golf facilities, and create golf tournament schedules, subject to the approval of RAP's Golf Manager or designee.
- 10. Assist with securing and developing partnership opportunities with the private sector.
- 11. Represent the Program at various community or professional events, meetings or seminars, at the discretion of RAP's Golf Manager or designee.
- 12. Maintain professionalism. CONTRACTOR, while on or about the FACILITY and during promotion of the program away from the FACILITY, shall be neat in appearance and courteous at all times and shall be appropriately attired, with identification badge or other suitable means of identification. CONTRACTOR shall not be under the influence of illegal drugs, narcotics, other controlled substances or alcohol, smoke/vape, or use inappropriate language, or engage in otherwise inappropriate conduct for a work environment.
- 13. Work within designated hours of operation, unless directed otherwise by RAP's Golf Manager or designee.

14. Provide advance notice of a minimum of forty-eight (48) hours to RAP's Golf Manager or designee, and obtain written approval before taking unpaid time-off or working less than thirty (30) hours per week.
15. Submit invoices for payment on a bi-weekly basis for hours worked to RAP's Golf Manager or designee. Contractor shall not work and invoice for more than eighty (80) hours on a bi-weekly basis, nor work in excess of 40 hours per week without prior approval of RAP's Golf Manager or designee. "Banking" of hours is not allowed.
16. Maintain appropriate insurance requirements acceptable to City Risk Management, listing the City as an additional insured (Exhibit B).
17. Make no representation that CONTRACTOR is an employee of the City. Contractor must have RAP's Golf Manager or designee review printed materials relating to the Program, including business cards, and obtain approval before producing the printed material.
18. Undergo background check and fingerprinting. RAP shall have the right to approve or disapprove CONTRACTOR and terminate this Contract based on the results of a background check and fingerprinting. CONTRACTOR shall be required to fill out a form requesting the information required by Section 5164, and RAP reserves the right to fingerprint and conduct a Department of Justice criminal background check on CONTRACTOR prior to execution and during the term of this Contract. Failure to comply with this standard shall be a material breach of this CONTRACT and CONTRACTOR shall immediately vacate the FACILITY at RAP's instruction.
19. Provide documentation to confirm freedom from communicable Tuberculosis. Since CONTRACTOR shall, in connection with a park or golf course used for recreational purposes, be in a position requiring contact with children, and others as required by statute (reference Section 5163 of the California Public Resources Code) or directive of RAP, CONTRACTOR shall provide RAP with a certificate indicating freedom from communicable tuberculosis.

B. Professional Qualifications and Experience

Contractor shall inform RAP of any new or updated certifications acquired relating to golf education and training.

SECTION 6. PAYMENT AND INVOICING

A. Payment

1. Contractor shall provide the work product as described Section 5 – Duties and Responsibilities, as well as meet the PROPOSAL commitments.
2. Contractor understands and agrees that he may not make any financial commitment on behalf of the City, incur any cost or expense on behalf of the City, or obligate the City to make payments for any costs or expenses, unless authorized in writing by the City.
3. City shall pay Contractor for complete and satisfactory performance of the terms of this CONTRACT.
4. City shall pay Contractor the following compensation rate:

Operating Period	Hourly Rate	Not to Exceed Bi-Weekly [1]	Not to Exceed Annually [2]
One (1) year only upon commencement of this CONTRACT	\$38.85	\$3,108.00	\$77,700.00

[1] Based on hourly rate X maximum of 80 hours (40 hours per week at 2-week payment cycle).

[2] Based on maximum 50 paid weeks per year permitted.

B. Invoicing

1. Invoices shall be submitted to:

Department of Recreation and Parks
 Attention: Golf Manager, or Designee
 Golf Division Headquarters
 3900 West Chevy Chase Drive
 Los Angeles, CA 90039

2. To ensure that services provided under personal services contracts are measured against services as detailed in the CONTRACT, the City Controller has developed a policy requiring that specific supporting documentation be submitted with invoices.
3. Contractor shall submit biweekly invoices, that at a minimum, contain the following information:
 - a. Name and address of Contractor
 - b. Name and address of City department being billed
 - c. Date of invoice and period covered
 - d. CONTRACT number
 - e. Description of completed task/project and amount due for task/project, including:

- Name of personnel working on task
 - Hours spent on task and timesheet supporting charges (if applicable)
 - Rate per hour and total due
- f. Certification by the Golf Manager or Designee
 - g. Discount and terms (if applicable)
 - h. Remittance address (if different from company address)
4. All invoices shall be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of the Contractor. Evidence that tasks have been completed, in the form of a report, brochure, or photograph, shall be attached to all invoices. Invoices shall be submitted within thirty (30) days of service, and biweekly, and shall be payable to the Contractor no later than thirty (30) calendar days after acknowledged receipt of a complete invoice. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the City's representative. Payment on invoices submitted during the City's fiscal year end will require additional time to process and may be delayed up to eight (8) weeks.
 5. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.
 6. "Banking" of hours worked for future redemption invoicing is prohibited.
 7. **Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a)**, which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

SECTION 7. OWNERSHIP

- A. CONTRACTOR acknowledges and agrees that all documents, publications, databases, videos, reports, analysis, studies, drawing, information, or data (hereinafter collectively referred to as "materials"), originated and prepared by CONTRACTOR pursuant to the terms of this CONTRACT, are "Works Made for

Hire” and shall become the property of the CITY for its use in any manner it deems appropriate. CONTRACTOR assigns any and all of its respective interests and rights in such property to the CITY.

- B. All documents and records (hereinafter collectively referred to as “documents”) provided by CITY to CONTRACTOR shall remain the property of CITY and must be returned to CITY upon termination of this CONTRACT or at the request of CITY.
- C. The provisions of this section survive termination of this CONTRACT.

SECTION 8. AMENDMENT TO CONTRACT

Any changes in the terms of this CONTRACT, including changes in the services to be performed, extension of the term, and any increase or decrease in pricing, shall be incorporated into this CONTRACT by a written amendment properly executed by both parties.

SECTION 9. STANDARD PROVISIONS FOR CITY CONTRACTS

CONTRACTOR agrees to comply with the Standard Provisions for City Contracts (Rev. 10/17, v.3), attached hereto as Exhibit A and made a part hereof.

SECTION 10. INCORPORATION OF DOCUMENTS

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

- Exhibit A – Standard Provisions for City Contracts (Rev. 10/17, v.3)
- Exhibit B – Insurance Requirements and Instructions

The order of precedence in resolving conflicting language, if any, in the documents shall be: (1) This CONTRACT; (2) Exhibit A; and (3) Exhibit B.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this CONTRACT.

THE CITY OF LOS ANGELES, a municipal corporation, acting by and through the Board of Recreation and Park Commissioners

By: _____ Date: _____
MICHAEL A. SHULL
General Manager

MORGAN J. HAIGHT, a Sole Proprietor

By: _____ Date: _____
MORGAN J. HAIGHT

BTRC: _____

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

By: _____ Date: _____
Deputy City Attorney