

**APPROVED**  
NOV 04 2021  
BOARD OF RECREATION  
AND PARK COMMISSIONERS

**BOARD REPORT**

**NO.** 21-189

**DATE** November 04, 2021

**C.D.** 15

**BOARD OF RECREATION AND PARK COMMISSIONERS**

**SUBJECT:** WILMINGTON RECREATION CENTER – AGREEMENT WITH HARBOR COMMUNITY DEVELOPMENT CORPORATION FOR THE CONTINUED OPERATION AND MAINTENANCE OF THE WILMINGTON TEEN CENTER TO PROVIDE RECREATIONAL YOUTH PROGRAMS AND RELATED SERVICES; CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(14) [RENEWAL OF LICENSE TO USE AN EXISTING STRUCTURE INVOLVING NEGLIGIBLE OR NO EXPANSION OF USE] OF CITY CEQA GUIDELINES AS WELL AS TO ARTICLE 19, SECTION 15301 OF CALIFORNIA CEQA GUIDELINES

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

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

Approved   X   Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

**RECOMMENDATIONS:**

1. Approve a proposed six (6) year Agreement (Agreement) between the Department of Recreation and Parks (RAP) and Harbor Community Development Corporation, a California 501(c)(3) non-profit corporation (Organization) for the operation and maintenance of the Wilmington Teen Center, in substantially the form attached hereto as Attachment 1, for a term of six (6) years, subject to approval of the Mayor, the City Council, and the City Attorney as to form;
2. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the proposed Agreement to the Mayor, in accordance with Executive Directive No. 3, and to the City Attorney for review and approval as to form;
3. Authorize the Board President and Secretary to execute the Agreement subsequent to all necessary approvals;
4. Determine that the project which is the subject of the Agreement (Project) is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) [Renewal of license to use an existing structure

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involving negligible or no expansion of use] of City CEQA Guidelines as well as to Article 19, Section 15301 of California CEQA Guidelines and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk;

5. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing an NOE; and,
6. Authorize RAP Staff to make technical corrections in order to carry out the Board's intent in approving this Report.

### SUMMARY:

The Harbor Community Development Corporation is a private, non-profit community-based organization which was incorporated in March of 1977. The primary function and purpose of the Organization is to provide meaningful youth programming and services through community development and recreational programs in the Los Angeles area, particularly the Harbor area.

The Organization has operated the Wilmington Teen Center (Teen Center) located at 612 West "E" Street, in the community of Wilmington, since 1983. The Teen Center is housed in a building that is situated on park property, on the northern end of the grounds of the Wilmington Recreation Center.

On June 20, 2012, the Board approved Agreement No. 3395 between the City of Los Angeles and the Organization, authorizing the Organization's operation and maintenance of the Wilmington Teen Center (Report No. 12-192). The Agreement, which was executed on October 24, 2012, and is included with this Report as Attachment 2, carried a three (3) year term and was due to expire on October 23, 2015. On July 8, 2015, an Amendment to Agreement No. 3395, included with this Report as Attachment 3, was approved by the Board to allow the continued use of the site by the Organization through October 23, 2021 (Report No. 15-151).

The Organization has successfully operated the Wilmington Teen Center and has demonstrated its ability to respond to some of the Harbor Community's social and recreational activity needs during its long involvement and historical presence in the area. Their programming provides guidance to youth through tutoring, a computer lab, a teen council, boxing and weightlifting, dance classes, art classes, field trips, obesity prevention, gang prevention and diversion, and community beautification, all at no cost to the participants. Though the Teen Center's programming was reduced due to the COVID-19 pandemic, the Organization continued to provide for the community through its weekly free food drives. There have been more than 4,000 food distributions and this effort was featured in an LA Times article.

The Organization has received positive yearly evaluations from staff and has communicated that it wishes to continue its collaboration with RAP for the operation and maintenance of the Wilmington Teen Center at no cost to RAP. The Organization's programs at the Teen Center will continue to be provided at no cost to participants. Staff therefore recommends that the Board approve the proposed Agreement with updated provisions, for a term of six (6) years, included with this Report as Attachment 1, allowing the Organization to continue operating and maintaining the Wilmington Teen Center to provide recreational youth development services benefiting the

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local community. RAP's Pacific Region administration and Wilmington Recreation Center staff concur with Staff's recommendation.

### ENVIRONMENTAL IMPACT:

The proposed Project consists of renewal of a license to use an existing structure involving negligible or no expansion of use.

This site is within a methane zone, but the nature of the agreement is such that it does not impact on a recognized environmental resource of hazardous or critical concern, so there is no reasonable possibility that the project will have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed project. As of October 8, 2021, the State Department of Toxic Substances Control (DTSC) (Envirostor at [www.envirostor.dtsc.ca.gov](http://www.envirostor.dtsc.ca.gov)) has not listed the Project site. However, it has listed Case #0655G59 within 500 feet of the project area. The case was closed in 1998 and does not represent a threat to the proposed project. According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the project or within the project site. Furthermore, the project is not located in proximity of a known historical resources and will not cause a substantial adverse change in the significance of a historical resource.

As such, staff recommends that the Board determine that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(14) of City CEQA Guidelines as well as to Article 19, Section 15301 of California CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk upon Board's approval.

### FISCAL IMPACT:

The Board's approval of the proposed Agreement will have no adverse impact on RAP's General Fund, as the Organization shall continue to be solely responsible for costs and expenses associated with the operation and maintenance of the Wilmington Teen Center.

### STRATEGIC PLAN INITIATIVES AND GOALS:

Goal No. 2: Offer Affordable & Equitable Recreation Programming  
Outcome No. 1: Improved health and social equity for young Angelenos

This report was prepared by Joel Alvarez, Senior Management Analyst, Partnership Section, and Priya Macwan, Management Assistant, Sustainability Section.

### List of Attachments:

1. Proposed Agreement
2. Agreement No. 3395
3. Amendment to Agreement No. 3395

**AGREEMENT  
BETWEEN CITY OF LOS ANGELES  
AND  
HARBOR COMMUNITY DEVELOPMENT CORPORATION  
FOR THE  
OPERATION AND MAINTENANCE OF THE WILMINGTON TEEN CENTER  
TO PROVIDE YOUTH PROGRAMS**

This AGREEMENT (“AGREEMENT” or “CONTRACT”) is entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (“CITY”), and Harbor Community Development Corporation, a California 501(c)(3) non-profit corporation (“ORGANIZATION”), for the operation and maintenance of the “Wilmington Teen Center”. CITY and ORGANIZATION may be referred to herein independently as “PARTY”, or collectively as “PARTIES”.

WHEREAS, this AGREEMENT is for the primary use by ORGANIZATION of the property and improvements owned by CITY through its Department of Recreation and Parks (“RAP”), commonly referred to as the Wilmington Teen Center, located at 612 West ‘E’ Street, Wilmington, California 90744 (“PROPERTY”), within RAP’s Wilmington Recreation Center (“PARK”), as shown on the site map attached hereto and incorporated herein by reference as Exhibit A; and,

WHEREAS, ORGANIZATION and RAP are entering into this AGREEMENT for the purpose of ORGANIZATION operating youth programs (“PROGRAM”), as described below in Section 5 of this AGREEMENT (“PERMITTED USES”), and more fully described by the Program Description attached hereto and incorporated herein as Exhibit B; and,

WHEREAS, ORGANIZATION previously entered into Agreement No. 3395 with CITY, executed on October 24, 2012, for the purpose of operating the PROGRAM for three (3) years; and,

WHEREAS, a First Amendment to Agreement No. 3395 was executed on September 24, 2015, at the request of ORGANIZATION for the purpose of continuing the PROGRAM for an additional six (6) years, expiring on October 23, 2021; and

WHEREAS, ORGANIZATION desires to continue to operate the PROGRAM on the PROPERTY under an updated formal arrangement for an additional six (6) year term for the public good and to meet the ongoing recreational needs of the resident youth of the City of Los Angeles; and,

WHEREAS, RAP is amenable to authorizing such continued operation pursuant to the terms and conditions of this AGREEMENT, subject to annual performance evaluations as described further herein and other terms and conditions set forth herein given ORGANIZATION’s long-standing and continuing presence at the PROPERTY and its satisfactory operation of the PROGRAM for the public benefit.

WHEREAS CITY, through its Board of Recreation and Park Commissioners (“BOARD”), has approved this AGREEMENT at the BOARD meeting held on                     date                     (Board Report No. XX-XXX), allowing for operation of the PROGRAM at the PROPERTY.

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

1. **Use of PROPERTY.** In consideration of the anticipated benefits to the public, and the terms and conditions contained herein, the sufficiency of which is mutually acknowledged, CITY grants to ORGANIZATION by this AGREEMENT, authority to use the PROPERTY for the operation of the PROGRAM as described in the Permitted Uses set forth below and in Exhibit B, which shall be performed by ORGANIZATION in accordance with the terms and conditions of this AGREEMENT. RAP shall have no obligation to provide staff, supplies, equipment, services, or funding for the operation of the PROGRAM, and if such is requested from RAP by ORGANIZATION, ORGANIZATION agrees to reimburse RAP for any financial impacts resulting from RAP’s provision of such, in accordance with RAP standard Schedule of Rates and Fees and/or permitting requirements.

The PROPERTY is depicted by the site map attached hereto as Exhibit A, to be used for purposes of operating and maintaining the PROGRAM in accordance with the terms and conditions of this AGREEMENT.

2. **Term and Termination.** The term of this AGREEMENT (for ease of reference, shall be referred to herein as “TERM”) shall be a maximum of **six (6) years**, subject to annual performance evaluations (“ANNUAL PERFORMANCE REVIEWS”) more fully described below in Section 3 of this AGREEMENT.
  - a. **Commencement and Expiration.** This AGREEMENT shall take effect on October 24, 2021 (“COMMENCEMENT DATE”), and shall end upon the expiration of the TERM on October 23, 2027.
  - b. **Termination.** In addition to termination for an uncured breach or default as set forth in Section 24, CITY and ORGANIZATION may terminate this AGREEMENT upon written notice of termination given to the other party no less than sixty (60) days prior to the date of termination. Further, City may immediately terminate this AGREEMENT in the event ORGANIZATION ceases to operate as defined below.
  - c. **Cease to Operate.** The phrase “cease to operate” shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of ORGANIZATION's corporate charter or grant of non-profit status, unless the same is reinstated within sixty (60) calendar days after such termination; (ii) a material change in ORGANIZATION’s purposes or function as contained in ORGANIZATION’s corporate charter or grant of non-profit status (“Stated Purposes”); (iii) a material change in the delivery of services by ORGANIZATION,

from that described herein; or (iv) the failure of ORGANIZATION 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 reason beyond ORGANIZATION's control. Under such circumstances, ORGANIZATION shall immediately cease and desist from all use of the PROPERTY, and this AGREEMENT shall be deemed terminated upon ORGANIZATION's receipt of such notification of immediate termination from RAP.

3. **Annual Performance Reviews.** PARTIES mutually agree to a series of ANNUAL PERFORMANCE REVIEWS, which shall be conducted by RAP to determine the feasibility and benefit of continuing the collaborative relationship between PARTIES under this AGREEMENT.
  - a. Continuance of CITY's collaboration with ORGANIZATION shall be contingent upon a favorable ANNUAL PERFORMANCE REVIEW, which shall include, but not be limited to:
    - (i) An evaluation of ORGANIZATION's compliance with the terms and conditions of this AGREEMENT;
    - (ii) Fulfillment of ORGANIZATION's obligations for the operation and maintenance of the PROGRAMS on the PROPERTY under this AGREEMENT, including the provision of programs and/or services performed under the PERMITTED USES specified herein, and further defined in the Program Description attached hereto and incorporated herein as Exhibit B;
    - (iii) Fulfillment of all PERFORMANCE REQUIREMENTS included herein and more fully described in the Sample Annual Performance Report Questionnaire included as Exhibit C;
    - (iv) Adequacy of ORGANIZATION's funding and financial resources to continue operating the PROGRAM for the benefit of the public throughout the TERM of this AGREEMENT;
    - (v) The volume of the public's participation in ORGANIZATION's PROGRAM; and,
    - (vi) ORGANIZATION's cooperation with CITY staff.
  - b. CITY's approval to continue the collaborative relationship shall be based solely on findings obtained through the performance review process, which can include interviews with RAP's operations and maintenance staff at the PROPERTY, if any

are on-site. Results of the performance review may be used in determining future collaborations with ORGANIZATION.

- c. Every year during the life of this AGREEMENT, for purposes of completing the ANNUAL PERFORMANCE REVIEW process, ORGANIZATION shall submit to CITY during the period of July 1st through August 1<sup>st</sup> of each year, an annual performance or program report (“PERFORMANCE REPORT”), which shall be incorporated herein by reference.

The PERFORMANCE REPORT should generally describe ORGANIZATION’s PROGRAM activities, issues, accomplishments, etc., to provide RAP with an understanding of ORGANIZATION’s performance during the prior fiscal year (July through June). This PERFORMANCE REPORT shall specifically include, but not be limited to:

- (i) Annual Financial Statement (Revenue and Expenditures for prior fiscal year);
- (ii) Annual Budget for upcoming fiscal year (July through June);
- (iii) PROGRAM participant data describing the number of persons served during the prior fiscal year; and,
- (iv) Discussion of PROGRAM changes or challenges.

- d. RAP reserves the right to request reasonable additional materials or clarifying information upon review of the submitted PERFORMANCE REPORT.
- e. CITY’s approval to continue the collaborative relationship shall be based on findings obtained through the ANNUAL PERFORMANCE REVIEW, evaluation of the PERFORMANCE REPORT, and a review of compliance with the terms and conditions of this AGREEMENT, including interviews with RAP’s recreational and operations and maintenance staff at the PROPERTY. A Sample Annual Performance Report Questionnaire 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 ORGANIZATION. CITY shall not unreasonably withhold its determination of the ANNUAL PERFORMANCE REVIEW.

4. **Access to Property.** ORGANIZATION and any authorized third party associated with ORGANIZATION’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. Any third-party participation in the PROGRAM shall be supervised by ORGANIZATION at all times while such party is present at the PROPERTY, and RAP on-site staff shall be made aware of such third-party activities.

Authorized representatives, agents and employees of CITY will have the right to enter the PROPERTY for purposes of fulfilling normal duties, performing inspections, conducting events or programs, or in case of emergencies. RAP shall make a reasonable effort to provide the ORGANIZATION with twenty-four (24) hours prior notice. However, no such advance notice by RAP to ORGANIZATION shall be required in the case of emergencies. If a governmental body with jurisdiction over the PROPERTY and/or the CITY or RAP determines that a certain activity, or all of the activities, conducted on the PROPERTY, are material threats to public safety as may be determined by the CITY, CITY may immediately suspend and/or terminate ORGANIZATION's right to conduct such activities at the PROPERTY by providing written notice to ORGANIZATION of such suspension. Such activities shall remain suspended until they are no longer deemed a threat to public safety, at which time the CITY shall promptly provide written notice to ORGANIZATION of same.

PARTIES agree to allow CITY access to and use of any portion of the PROPERTY in case of a natural disaster or emergency such as an earthquake, fire, etcetera, as a designated public emergency shelter site or showering facility for the homeless. Such use shall take precedence over regularly scheduled ORGANIZATION activities and CITY shall not be charged a fee for such use; provided, however, that ORGANIZATION's obligation to pay the Cost Recovery Reimbursement Fees (defined below in Section 13 – Consideration and CRRF) to the CITY shall be suspended during such time period that CITY has taken over the PROPERTY for the above use.

5. **Permitted Uses.** The PROPERTY shall be used by ORGANIZATION to provide free youth programs targeted towards youth ages 7 to 21, with a focus on providing recreational opportunities for and through social interaction, dissemination of information on healthy lifestyles and obesity prevention, gang prevention and diversion, tutoring, fitness classes and community beautification. Further detail regarding the PERMITTED USES is provided in the Program Description attached hereto as Exhibit B of this AGREEMENT and incorporated herein.
  - a. ORGANIZATION may seek to expand and/or change the scope of PERMITTED USES, subject to CITY's prior approval and written consent through an amendment to this AGREEMENT, subject to required approvals, such as approval by the BOARD.
  - b. ORGANIZATION shall perform the PERMITTED USES in compliance with the PERFORMANCE REQUIREMENTS described below in Section 6 and in the Sample Annual Performance Report Questionnaire included in Exhibit C of this AGREEMENT, and shall cooperate with CITY to that end.
  - c. ORGANIZATION shall 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.

- d. ORGANIZATION shall not sublet or issue any permit for use of the PROPERTY.
  - e. ORGANIZATION is solely responsible for the actions of all individuals and/or organizations participating in the PROGRAM at the PROPERTY, and shall ensure that such individuals and/or organizations agree in writing to abide by all conditions set forth in this AGREEMENT.
  - f. The dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages) shall not be permitted on the PROPERTY.
6. **Performance Requirements.** ORGANIZATION must operate and maintain the PROPERTY in accordance with the following and Exhibit B of this AGREEMENT:
- a. ORGANIZATION shall have primary use of, and obligation to maintain the PROPERTY.
  - b. ORGANIZATION shall provide youth programs targeted towards teens at its sole cost and expense.
  - c. ORGANIZATION agrees that it shall operate the PROPERTY only during the specified days and hours listed below in Section 7 of this AGREEMENT.
  - d. ORGANIZATION, at its sole cost and expense, shall provide sufficient staff necessary to perform the operation and maintenance of the PROPERTY for its youth programs, providing all materials, supplies, equipment, and funds necessary to provide youth with such opportunities to the reasonable satisfaction of CITY.
  - e. Ensure ORGANIZATION's protocol for selecting and authorizing any person participating in the provision of PROGRAM activities on the PROPERTY complies with applicable local, State, and/or Federal protocols for employees, volunteers, contractors and subcontractors engaging in the PERMITTED USES described herein, including background checks, fingerprinting, and any certifications, licenses and approvals to the extent required by applicable law. ORGANIZATION shall comply, and ensure any of its employees, volunteers and authorized third parties complies with all applicable CITY, State and Federal rules, laws and regulations in the performance of this AGREEMENT and in the operation of the PROGRAM.
  - f. ORGANIZATION shall obtain any and all operating permits and/or licenses that may be required in connection with its operations, including but not limited to, tax permits, business licenses, health permits, certifications, etc.
  - g. ORGANIZATION shall punctually pay or cause to be paid, all of the financial obligations incurred in connection with the operation and maintenance of the PROPERTY. ORGANIZATION shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies

furnished in connection with ORGANIZATION's use of the PROPERTY to the extent such claims do not arise due to any CITY action or omission.

- h. Prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages), which is NOT one of the PERMITTED USES authorized herein, and therefore shall not be permitted to occur on the PROPERTY under any circumstances.
- i. Employees of ORGANIZATION and/or persons working on its behalf, including, but not limited to, its contractors and subcontractors (collectively, "Contractor Personnel") must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to (1) interacting in person with City employees, contractors, or volunteers, (2) working on City property while performing services under this Agreement, and/or (3) coming into contact with the public while performing services under this Agreement (collectively, "In-Person Services"). "Fully vaccinated" means that 14 or more days have passed since Contractor Personnel has received the final dose of a two-dose COVID-19 vaccine series (Moderna or Pfizer-BioNTech) or a single dose of a one-dose COVID-19 vaccine (Johnson & Johnson/Janssen) and all booster doses recommended by the Centers for Disease Control and Prevention. Prior to assigning Contractor Personnel to perform In-Person Services, ORGANIZATION shall obtain proof that such Contractor Personnel has been fully vaccinated. ORGANIZATION shall retain such proof for the document retention period set forth in this Agreement. ORGANIZATION shall grant medical or religious exemptions to Contractor Personnel as required by law.
- j. Comply with all RAP policies and procedures as well as all Federal, State, County, and local regulations, ordinances, orders and mandates, including but not limited to health and safety ordinances, orders and guidelines related to COVID-19 and vaccination mandates in connection thereto, and background checks and fingerprinting for any volunteer or paid staff participating in the PROGRAM at the PROPERTY, throughout the TERM of this AGREEMENT. In doing so, ORGANIZATION shall maintain regular communication with RAP staff to ensure ORGANIZATION's compliance with such policies, procedures, regulations, orders and requirements and ORGANIZATION shall be solely responsible for all costs related to ensuring such compliance.
- k. ORGANIZATION shall not charge or impose any rates and fees in connection with the PROGRAM. ORGANIZATION shall provide RAP no less than sixty (60) days advance written notice of any changes in the scope of the PROGRAM or any change in the fees and rates charged for the PROGRAM prior to the effective date for any such change. Notwithstanding anything to the contrary, RAP shall have the sole discretion to determine whether any rates or fees charged for the PROGRAM are affordable, accessible and reasonable for members of the public and to determine whether continued collaboration with the ORGANIZATION under this AGREEMENT is in the best interest of the CITY in connection thereto.

7. **Days and Periods of Use.** ORGANIZATION shall be entitled to use the PROPERTY to provide free year-round youth programs, including public programs and services, recreational uses and functions, events, and other agreed upon uses during the times specified herein (“PERMITTED TIMES”):
- a. The PARK’s normal hours of operation are 9:00 a.m. to 8:00 p.m., Monday through Friday; 9:00 a.m. to 5:30 p.m. on Saturday; and Closed Sunday. However, the PARK’s normal hours of operation may fluctuate contingent upon the implementation of special programming and/or events.
  - b. ORGANIZATION’s normal operating hours are 10:00 a.m. to 8:00 p.m., Monday through Sunday.
  - c. PERMITTED TIMES under this AGREEMENT are Monday through Sunday, from 9:00 a.m. to 8:00 p.m., which includes one (1) hour before ORGANIZATION’s normal hours of operation for set-up purposes. It is understood by PARTIES that the ORGANIZATION’s operating hours on weekends may fluctuate contingent upon scheduled programming and/or events, but shall remain within the PERMITTED TIMES specified herein. For any such programming or events planned to occur outside of the PERMITTED TIMES, ORGANIZATION shall submit a written request fourteen (14) days in advance of the requested time period, for RAP’s written approval which shall not be unreasonably withheld.
  - d. If requested by ORGANIZATION for a particular activity or event; upon prior approval by RAP and any other applicable governing agency, the hours of operation may be extended beyond normal closing time, but not beyond 10:30 p.m. in accordance with Los Angeles Municipal Code Section 63.44.
  - e. ORGANIZATION shall not be allowed onto the PROPERTY without RAP’s prior written authorization, during hours other than those authorized above. ORGANIZATION is aware that RAP staff are unavailable on Federal Holidays and that parks and recreational facilities are subject to closures at the sole discretion of RAP.
  - f. ORGANIZATION shall cooperate with RAP personnel and staff on all matters relative to the conduct of operations or any activity, event, and/or special use, including concerns related to parking, traffic, security, and attendance.
8. **Vacating the PROPERTY.** Upon termination of this AGREEMENT, ORGANIZATION shall vacate the PROPERTY and remove from the PROPERTY all of its belongings, furniture, and other items owned by ORGANIZATION. Should any items be left behind and not removed within seven (7) days after the termination of this AGREEMENT, RAP shall reserve the right to remove and discard such items at its discretion.

9. **Parking.** During the TERM of this AGREEMENT and during PERMITTED TIMES specified above in Section 7 of this AGREEMENT, ORGANIZATION, its staff, and public patrons and/or guests, whether or not involved in ORGANIZATION activities at the PROPERTY, shall have the non-exclusive right to park vehicles within any publicly available parking spaces at the PARK on a first-come-first-served basis. If such parking is metered or normally requires a fee, ORGANIZATION, its staff, and public patrons and/or guests shall be required to adhere to established parking requirements. Exclusive or designated parking shall not be allowed, unless previously approved in writing by RAP.
10. **Maintenance and Repair of Property.** During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, CITY AND ORGANIZATION agree that ORGANIZATION, at its sole cost and expense, shall provide staff and perform the functions of daily maintenance and/or repair of the PROPERTY, providing all materials, supplies, equipment, and funds necessary to perform appropriate maintenance and required repair to the reasonable satisfaction of CITY.
- a. ORGANIZATION accepts the PROPERTY in its current condition and hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the PROPERTY or which may otherwise arise by reason of the use of the PROPERTY, and releases and discharges the CITY from any claims therefore. CITY shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the PROPERTY, nor any appliance or fixture thereon, whether installed by CITY or ORGANIZATION, and regardless of cause.
  - b. ORGANIZATION, at its sole cost and expense, shall perform or cause to be performed all required maintenance and repair of the PROPERTY improvements, including repairs resulting from vandalism, in accordance with the frequency and standards set forth herein and in consultation with CITY's designated representative, or by CITY's written request and/or instruction.
  - c. ORGANIZATION shall perform the following maintenance duties on a daily basis:
    - (i) Maintain PROPERTY in a clean condition removing all debris and trash;
    - (ii) Keep the PROPERTY and the areas within 25 feet of building clean and safe at all times;
    - (iii) Maintain pedestrian paths, common walkways and other shared areas;
    - (iv) Prevent any trash or debris matter or material from being or accumulating upon said PROPERTY such that it is clearly visible to public view;
    - (v) Coordinate pick up and disposal of trash and debris by a contracted vendor at ORGANIZATION's expense;

- (vi) Immediately repair any damages to PROPERTY that are caused by its restoration, refurbishment and maintenance;
  - (vii) Maintain all interior walls and surfaces of PROPERTY and all improvements, fixtures, trade fixtures, and utility systems which may now or hereafter exist thereon, whether installed by CITY or ORGANIZATION; and,
  - (viii) Maintain PROPERTY in a manner that is consistent and in compliance with all Federal, State, County and local regulations, orders and guidelines, including but not limited to health and safety orders and guidelines related to COVID-19.
- d. ORGANIZATION shall ensure that no offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, is permitted or allowed to remain on the PROPERTY.
  - e. ORGANIZATION shall be responsible for securing ORGANIZATION's equipment and materials at the PROPERTY during PERMITTED TIMES and ensuring the same during non-operating hours. CITY and/or RAP shall not be responsible for the security of ORGANIZATION personal property before, during, or after PERMITTED TIMES.
  - f. ORGANIZATION shall immediately repair, or cause to be repaired, any damages to the PROPERTY which occur during ORGANIZATION's operations, or that is caused by ORGANIZATION's use of the PROPERTY; ORGANIZATION acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the PROPERTY immediately cease.
  - g. ORGANIZATION waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.
11. **Funding.** All funds including, grants, donations, or any other funds received by ORGANIZATION in connection with the PROPERTY or related to matters covered by this AGREEMENT, or generated from programs or activities conducted on the PROPERTY, shall be applied exclusively to the operations and maintenance of the PROPERTY, including but not limited to the delivery of youth programs and services on the PROPERTY, and will be strictly accounted for as provided herein. Such funds shall not be commingled with other funds of ORGANIZATION unrelated to this AGREEMENT and/or the operation and maintenance of the PROPERTY. If for any reason ORGANIZATION fails to secure funding to carry out its obligations and commitments under this AGREEMENT, CITY may and can terminate this AGREEMENT pursuant to a Breach and Default of this AGREEMENT. No fees will be charged for participants in these programs.

12. **Fundraising.** ORGANIZATION may hold fundraising activities on the PROPERTY, but must obtain prior written approval for the date and time from the RAP staff listed in Section 26 for each fundraising event, no fewer than thirty (30) calendar days prior to the scheduled activity. ORGANIZATION may have no more than four (4) fundraising events per year with a maximum of one (1) fundraising event per quarter. All monies raised from fundraising conducted at the PROPERTY must be used only in support of the activities authorized under this AGREEMENT and must be reported, in writing, to RAP, no later than 30 calendar days after the conclusion of the event. Fundraising activities shall not include the distribution and/or the consumption of alcoholic beverages.

ORGANIZATION shall cooperate with RAP personnel and Park staff on all matters relative to the conduct of fundraising and/or special events, which may include concerns related to parking, traffic and attendance or closure of the host facility for as many as seven days per calendar year. Fundraising activities should not include the distribution and/or the consumption of alcoholic beverages in accordance with Section 5.f. of this AGREEMENT.

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

a. Cost Recovery Reimbursement Fees (CRRF): ORGANIZATION shall pay a CRRF to RAP for costs incurred by RAP, as related to ORGANIZATION use of the PROPERTY, which do not include any costs paid directly to applicable utility or service providers. The CRRF for use of PROPERTY shall be One Hundred Eighty-One Dollars (\$181.00) per month. Non-payment of the CRRF shall be considered a default of this AGREEMENT and cause for termination of this AGREEMENT, subject to Sections 24 and 25 of this AGREEMENT.

b. Electricity and Water. Pursuant to RAP policy regarding utility fees for services provided at park facilities operated by non-profit organizations and other collaborations, approved by the BOARD on July 13, 2011 (Report No. 11-202), ORGANIZATION pro-rata cost of electricity and water at the PROPERTY Twenty-Five Dollars (\$25.00) shall be the responsibility of ORGANIZATION and shall be reimbursed to RAP as part of the CRRF amount in Section 13(a) above.

c. Trash and Solid Waste Disposal. Pursuant to RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit

organizations and other collaborations, approved by the BOARD on February 1, 2012 (Report No. 12-028), ORGANIZATION pro rata cost of waste disposal at the PROPERTY of Thirty-Six Dollars (\$36.00) shall be the responsibility of ORGANIZATION and shall be reimbursed to RAP as part of the CRRF amount in Section 13(a) above.

- d. Staff Impact. Pursuant to the RAP Policy regarding Staff Impacts related to services provided at park facilities operated by non-profit organizations and other collaborations, approved by the BOARD on July 19, 2012 (Report No. 12-217), ORGANIZATION shall be responsible for reimbursing RAP for administrative and common area maintenance costs incurred by RAP in the amount of One Hundred and Twenty Dollars (\$120.00). The CRRF for Staff Impacts is inclusive of and shall be reimbursed to RAP as part of the total monthly CRRF in Section 13 (a) above.
- e. Telephone and Data Lines. ORGANIZATION shall be responsible for the cost of telephone and data lines utilized within PROPERTY and shall pay the service provider directly.
- f. Monthly payments of the CRRF shall be made by the tenth day of the month for the current month. ORGANIZATION is wholly responsible for timely payment of the monthly fee.
- g. All CRRF payments must be made by check or money order made payable to:  
  
"City of Los Angeles Department of Recreation and Parks"
- h. All CRRF payments must be mailed or delivered to:

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

14. **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. ORGANIZATION 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 ORGANIZATION.

15. **Capital Project Proposal.** When proposing a project involving any alterations, additional improvements, and/or replacements to the PROPERTY, ORGANIZATION 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 not be 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, ORGANIZATION 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 authorization and/or this AGREEMENT.
  - c. Depending on the scope of work and magnitude of the proposed project, ORGANIZATION 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 the CITY's 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, ORGANIZATION 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. ORGANIZATION 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. ORGANIZATION shall submit approved plans and specifications for final review and approval to:

Superintendent, Planning, Development and Maintenance Branch,  
City of Los Angeles Department of Recreation and Parks,  
221 N. Figueroa Street, 4<sup>th</sup> Floor,  
Los Angeles, CA 90012

- i. Upon receipt of final approval, commence construction in coordination with CITY staff.

16. **Insurance.** Before occupying the PROPERTY under this AGREEMENT and periodically as required during its TERM, ORGANIZATION shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. ORGANIZATION or any third-party providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agents, employees, assigns and successors in interest as an additional insured for all required coverages, as applicable. ORGANIZATION will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to CITY's Risk Manager and shall include the types and minimum limits set forth in Exhibit D attached hereto and incorporated herein by reference. ORGANIZATION shall maintain "all risk" insurance to protect PARTIES "as loss payees as their interests may appear" against loss or damage to the improvements on the PROPERTY, including but not limited to perils such as fire, vandalism and malicious mischief.

- a. ORGANIZATION shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving ORGANIZATION sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to ORGANIZATION.
- b. If any of the required insurance contains aggregate limits or applies to other operations of ORGANIZATION outside of this AGREEMENT, ORGANIZATION shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in ORGANIZATION's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. ORGANIZATION shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.
- c. If an insurance company elects to (i) cancel insurance before the stated expiration date, (ii) declines to renew in the case of a continuous policy, (iii) reduces the stated limits other than by impairment of an aggregate limit, or (iv) materially reduces the scope of coverage, thereby affecting CITY's interest,

ORGANIZATION shall provide CITY at least thirty (30) calendar days prior written notice of such intended election by the insurance company, or ten (10) calendar days prior written notice if such cancellation is for non-payment of premium.

Such notice shall be sent by receipted delivery addressed as follows:

City Administrative Officer, Risk Management  
200 North Main Street, Room 1240, City Hall East  
Los Angeles, California 90012

Or to such address as CITY may specify by written notice to ORGANIZATION.

- d. ORGANIZATION's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may either (i) provide ORGANIZATION five (5) calendar days written notice of such failure, upon receipt of which ORGANIZATION shall have five (5) calendar days to cure such failure or CITY shall have the right to terminate the AGREEMENT or, (ii) at its discretion, pay to procure or renew such insurance to protect CITY's interest. ORGANIZATION agrees to reimburse CITY for all money so paid.
- e. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of ORGANIZATION's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

17. **Indemnification**. Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors in interest, ORGANIZATION shall defend, indemnify and hold harmless CITY and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, (i) 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), (ii) damages or liability of any nature whatsoever, (iii) for death or injury to any person, including ORGANIZATION's employees and agents, or (iv) damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by ORGANIZATION, its subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of CITY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this AGREEMENT. This provision will survive expiration or termination of this AGREEMENT.

ORGANIZATION is aware of the condition of the PROPERTY and accepts the PROPERTY in its present condition, and agrees to abide by all health and safety regulations and orders. ORGANIZATION has carefully reviewed this document, understands its contents, and signs it voluntarily, without being subject to coercion.

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

18. **Casualty and Condemnation**. ORGANIZATION shall be excused from its obligations in this AGREEMENT including, without limitation, the payment of the CRRF, the operation, maintenance and repair of any portion of the PROPERTY or any improvement thereon that is damaged by casualty or taken by condemnation until any such portion or improvement is restored to at least its condition prior to said casualty or condemnation. CITY shall not be obligated to restore the PROPERTY damaged by casualty in whole or in part. If CITY chooses not to restore the PROPERTY, CITY shall provide notice to ORGANIZATION thereof within thirty (30) days of such casualty, and this AGREEMENT shall terminate upon ORGANIZATION's receipt of such notice. If the PROPERTY is taken by condemnation, CITY shall provide notice to ORGANIZATION thereof within thirty (30) days of such taking, and this AGREEMENT shall terminate upon ORGANIZATION's receipt of such notice, and CITY shall not be obligated to provide ORGANIZATION a replacement property for ORGANIZATION's use.
19. **Hazardous Substances**. PARTIES agree that PROPERTY shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. ORGANIZATION shall use the 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 ORGANIZATION to any governmental agency or third party under applicable statute.
20. **Publicity**. Should there be the need, CITY and ORGANIZATION agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this AGREEMENT, the use of the PROPERTY or promotion of the PROGRAM, or construction of any improvements

at the PROPERTY in connection with this AGREEMENT or PROGRAM, except as may be legally required by applicable laws, regulations, or judicial order. Such cooperation and coordination shall occur prior to the release of any such press release or public announcement(s). CITY and ORGANIZATION agree to notify each other in writing prior to the release or use of any press release, public announcement, marketing or promotion of the PROPERTY with respect to the ORGANIZATION's use of the PROPERTY. Further, any such press release, public announcement, marketing materials, or brochures prepared by ORGANIZATION shall appropriately acknowledge the contributions of both CITY and ORGANIZATION. To the extent stipulated in any grant agreement, with respect to the PROGRAM and the use of the PROPERTY in connection thereto, the CITY and ORGANIZATION shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement, and shall provide the opportunity for attendance and participation by grantor representatives. Further, CITY and ORGANIZATION shall coordinate the scheduling and organization of any public or media event with respect to the PROGRAM and the use of the PROPERTY in connection thereto, to provide the opportunity for attendance and participation by officials and/or representatives of both CITY and ORGANIZATION; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or ORGANIZATION, in whole or in part, with respect to the PROGRAM and the use of the PROPERTY in connection thereto, shall contain any acknowledgements required under any grant agreement.

21. **Signage.** No signs or banners of any kind shall be displayed by ORGANIZATION unless previously approved in writing by RAP, and the BOARD when required pursuant to RAP policy and protocol(s), and/or the RAP General Manager or his or her designee. RAP may require removal or refurbishment, at ORGANIZATION's expense, of any sign previously approved by RAP and installed, or caused to be installed, by ORGANIZATION.
22. **Filming.** It is the policy of the City of Los Angeles to facilitate the use of City-controlled properties as film locations when available and appropriate. RAP has established a Park Film Office to coordinate and document the use of park property for film production purposes. Any commercial filming at the PROPERTY shall be subject to approval by RAP and the Film Office. All fees for use of the PROPERTY by film production companies shall be established and collected by the Film Office in accordance with CITY and RAP policies. The Park Film Office may be reached at (323) 644-6220. ORGANIZATION shall not charge any fees for film production conducted at the PROPERTY.
23. **Taxes and Possessory Interest.** ORGANIZATION shall pay all taxes of whatever character that may be levied or charged upon the rights of ORGANIZATION to use the PROPERTY, or upon ORGANIZATION's improvements, fixtures, equipment, or other property thereon or upon ORGANIZATION's operation hereunder. In addition, by executing this AGREEMENT and accepting the benefits thereof, a property interest may be created known as a "Possessory Interest" and such property interest will be

subject to property taxation. ORGANIZATION, as the party in whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

24. **Breach or Default by ORGANIZATION.** The following occurrences constitute events of breach or default of this AGREEMENT: ORGANIZATION materially fails in the performance of any provision or condition of this AGREEMENT, such as failure to maintain required insurance coverage, failure to comply with applicable legal requirements or failure to fulfill the obligation to operate, maintain and repair the PROPERTY as specified herein. ORGANIZATION's attempt to assign rights or obligations under this AGREEMENT without CITY's prior written consent shall also constitute an event of breach or default.
25. **Breach or Default by ORGANIZATION – CITY's Remedies.** Upon the occurrence of one or more events of breach or default of this AGREEMENT by ORGANIZATION, CITY may, at its election and without waiving any right to select any other remedy provided in this Section or elsewhere in this AGREEMENT, initiate any of the following:
- a. **Notice to Cure Breach or Default.** CITY may issue a written notice of breach or default to ORGANIZATION, and if ORGANIZATION does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may terminate this AGREEMENT without further delay, whereupon ORGANIZATION shall immediately terminate its activities at the PROPERTY. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.
  - b. **CITY's Right to Cure.** CITY at its sole discretion and with no obligation to do so, subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing breach or default by ORGANIZATION, perform or cause to be performed any of ORGANIZATION's unperformed obligations under this AGREEMENT. CITY may enter the 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.
26. **Notices.** Any notice, request for consent, or statement ("NOTICE"), that CITY or ORGANIZATION is required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below. Either CITY or ORGANIZATION 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.

All NOTICEs shall be addressed as follows:

ORGANIZATION: Harbor Community Development Corporation  
c/o Michael Herrera  
707 West C Street  
Wilmington, CA 90744  
Phone: (310) 947-5301  
Email: [hcdteencenter@gmail.com](mailto:hcdteencenter@gmail.com)

If to CITY: City of Los Angeles Department of Recreation and Parks  
Attn: Partnership Section  
221 N. Figueroa Street, Suite 180  
Los Angeles, CA 90012  
Phone: (213) 202-5600  
Email: [rap.partnerships@lacity.org](mailto:rap.partnerships@lacity.org)

With a copy to: City of Los Angeles Department of Recreation and Parks  
Attn: Pacific Region Superintendent  
1670 Palos Verdes Drive North  
Harbor City, CA 90710  
  
Phone: (310) 548-7675

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

28. **No Joint Venture or Agency Relationship**. Nothing herein contained shall be construed to place the PARTIES to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. ORGANIZATION shall have no power to obligate or bind CITY in any manner whatsoever. Under no circumstances will ORGANIZATION represent itself to be an agent of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in ORGANIZATION the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

29. **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.

30. **Approval of Sub-Leases or Sub-agreements**. Any operation, services, or activity conducted on the PROPERTY on behalf of the ORGANIZATION 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 RAP. In addition, any concession or other sub-lease or sub-agreement affecting the PROPERTY shall be filed with RAP for review and written approval no fewer than sixty (60) calendar days before the date ORGANIZATION proposes to implement the sub-lease or sub-agreement. No sub-lease or sub-agreement shall take effect unless approved by RAP. ORGANIZATION 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.

31. **Safe Practices.** ORGANIZATION shall correct violations of safety practices during its PERMITTED USE immediately and shall cooperate fully and in good faith with CITY in the investigation of accidents or deaths occurring on the PROPERTY. In the event of death or serious injury (requiring an emergency room hospital visit), ORGANIZATION must notify the RAP contacts referenced in Section 26 as soon as possible but no later than twenty-four (24) hours after ORGANIZATION has knowledge of the incident by telephone call, with a follow up email notice. Notice of non-serious injuries occurring at the PROPERTY shall be provided to the RAP contact within seventy-two (72) hours. ORGANIZATION shall maintain at the PROPERTY a record of non-serious injuries occurring on the PROPERTY, copies of which shall be provided to RAP upon receipt of a written request therefor. ORGANIZATION shall keep internal documentation of the incident(s) occurring during the previous two (2) years and provide RAP with such information upon request.
32. **Suspected Child Abuse.** ORGANIZATION must promptly contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at the PROPERTY. ORGANIZATION shall notify the RAP contacts specified in Section 26 within 24 hours after a report has been made.
33. **Hazardous Substances.** PARTIES agree that the PROPERTY shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. ORGANIZATION shall use the PROPERTY in compliance with laws pertaining to hazardous substances and ensure that no pesticides, insecticides, herbicides and rodent poisons not in compliance with this section are used at the PROPERTY. As used herein, "hazardous substances" shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of CITY or ORGANIZATION to any governmental agency or third party under applicable statute. No lead or oil-based paint, paint thinner, varnishes, lacquers and stain shall be brought onto or stored at the PROPERTY.
34. **Ratification.** At the request of RAP, and because of the need therefore, ORGANIZATION may have begun performance of the responsibilities herein required prior to the execution hereof. By its execution hereof, RAP hereby accepts such

services subject to all the terms, covenants, and condition of this AGREEMENT, and ratifies its AGREEMENT with ORGANIZATION for such services.

35. **Ordinances and Standard Provisions.** The "Standard Provisions for City Contracts (Rev. 10/17)[v.3]" (Standard Provisions) are incorporated herein by reference and attached hereto as Exhibit E. If there is any conflicting language between the "Standard Provisions for City Contracts (Rev. 10/17)[v.3]" and this AGREEMENT, the language of this AGREEMENT shall prevail. In addition, ORGANIZATION will provide documentation of compliance with all required Ordinance Provisions as determined by CITY. For purposes of the Standard Provisions, the term "Contractor" shall mean ORGANIZATION.

36. **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: Program Description
- Exhibit C: Sample Annual Performance Report Questionnaire
- Exhibit D: Insurance Requirements
- Exhibit E: Standard Provisions for City Contracts (Rev. 3/09)

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 C; 5) Exhibit E; 6) Exhibit D

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT as of the day and year first above written.

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

HARBOR COMMUNITY DEVELOPMENT CORPORATION, a California non-profit organization

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

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

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

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

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

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

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

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

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

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

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

## EXHIBIT A

### Site Map

Wilmington Teen Center is operated at 612 West 'E' Street, Wilmington, California 90744.

The PROPERTY is delineated below within the red lines



## **EXHIBIT B**

### **Program Description**

The PROPERTY shall be used for public programs and services, recreational uses and functions, and other agreed upon uses related to or incidental to park and recreational purposes found at CITY recreational sites. ORGANIZATION shall operate and maintain the PROPERTY efficiently and economically, at its sole cost and expense, and shall cooperate with CITY to that end.

The following are the Permitted Uses under this AGREEMENT:

Description of Authorized Use of Property:

Through this AGREEMENT, ORGANIZATION is authorized to use the PROPERTY for the sole purpose of operating and maintaining a teen center at 612 W. E Street, Wilmington, CA 90745, providing free programs to the community that are targeted towards the youth and their families, primarily focused on obesity prevention, gang prevention and diversion, through community beautification, tutoring and fitness classes, food service program and clothing exchange, contingent upon completion of Performance Requirements described in Section 6 of this AGREEMENT, and subject to an Annual Performance Review by RAP.

Description of Programs and Services:

The ORGANIZATION shall have, for the orderly operation of Wilmington Teen Center, policies, guidelines, and basic rules regarding the conduct of members and guests.

Other than the operation and maintenance of the PROPERTY as Wilmington Teen Center, but not limited to fitness classes, field trips, tutoring and open recreation, nothing in this Program Description shall be construed as limiting and mandating ORGANIZATION to provide or maintain any specific activity at the PROPERTY, as long as the overall use of the PROPERTY is reasonably consistent with the Program Description, the Annual Performance Report, and all other requirements deemed necessary by this AGREEMENT.

In accordance with Section 7 of this AGREEMENT, ORGANIZATION is authorized to operate and maintain the PROPERTY, Sunday through Saturday during normal hours of RAP park operations.

ORGANIZATION's use of the PROPERTY for any purpose not directly related to the PERMITTED USES under this AGREEMENT is prohibited unless specifically authorized in advance in writing by RAP. Nothing in this Program Description shall be construed to be limiting or mandating action by CITY or RAP in its governmental capacity.

Notwithstanding the performance of daily operations and maintenance of the PROPERTY, ORGANIZATION has agreed to provide the following classes and programs in accordance with the schedule of programs and events listed:

- Tutoring
- Computer Lab
- Boxing & Weightlifting
- Karate
- Dance Classes
- Field Trips
- Food Distribution Program
- Thrift Clothing Exchange
- Art Workshops



**EXHIBIT C**  
**Sample Annual Performance Report Questionnaire**  
**City of Los Angeles Department of Recreation and Parks**  
**Partnership Section**

**ANNUAL PERFORMANCE REPORT**

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

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

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

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

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

**A. PROGRAM**

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

**B. FINANCIAL**

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

Partnership Section  
Annual Performance Report

**C. OUTREACH**

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

**D. SAFETY COMPLIANCE**

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

**E. ORGANIZATION COMPLIANCE**

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

**REQUIRED ATTACHMENTS (as applicable)**

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

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

*Revised April 2020*

## EXHIBIT D

### Required Insurance and Minimum Limits

Name: Harbor Community Development Corporation Date: 10/26/2021

Agreement/Reference: LOA - Operation and Maintenance of the Wilmington Teen Center to provide Youth Programs

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

	Limits
<hr/>	
<input checked="" type="checkbox"/> <b>Workers' Compensation (WC) and Employer's Liability (EL)</b>	WC <u>Statutory</u>
	EL <u>1,000,000</u>
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <span style="margin-left: 200px;"><input type="checkbox"/> Longshore &amp; Harbor Workers</span> <span style="margin-left: 200px;"><input type="checkbox"/> Jones Act</span>	
<hr/>	
<input checked="" type="checkbox"/> <b>General Liability</b> <u>City of Los Angeles must be named as an Additional Insured Party</u>	1,000,000
<input type="checkbox"/> Products/Completed Operations <span style="margin-left: 200px;"><input checked="" type="checkbox"/> Sexual Misconduct <u>1,000,000</u></span> <input type="checkbox"/> Fire Legal Liability _____ <input type="checkbox"/> _____	
<hr/>	
<input checked="" type="checkbox"/> <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	1,000,000
<hr/>	
<input type="checkbox"/> <b>Professional Liability</b> (Errors and Omissions)	_____
Discovery Period _____	
<hr/>	
<input type="checkbox"/> <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)	_____
<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: 200px;"><input type="checkbox"/> Builder's Risk</span> <input type="checkbox"/> Earthquake _____	
<hr/>	
<input type="checkbox"/> _____	_____
<hr/>	
<input type="checkbox"/> <b>Surety Bonds - Performance and Payment (Labor and Materials) Bonds</b>	_____
<input type="checkbox"/> <b>Crime Insurance</b>	_____
<hr/>	
Other: <u>Provided to: Joel Alvarez @ RAP; PH: (213) 202-5671</u> If a contractor has no employees and decides to not cover herself/himself for workers' compensation, please complete the form entitled "Request for Waiver of Workers' Compensation Insurance Requirement" located at: <a href="http://cao.facility.org/risk/InsuranceForms.htm">http://cao.facility.org/risk/InsuranceForms.htm</a> In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.	

CITY OF LOS ANGELES

INSTRUCTIONS AND INFORMATION  
ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

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

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

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

5. **Alternative Programs/Self-Insurance** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after the CITY has reviewed the relevant audited financial statements. To initiate a review of your program, you should complete the

Applicant's Declaration of Self Insurance form (<http://cao.lacity.org/risk/InsuranceForms.htm>) to the Office of the City Administrative Officer, Risk Management for consideration.

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

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

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

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

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

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

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

**EXHIBIT E**  
**Standard Provisions for City Contracts**

**TO BE ATTACHED SEPARATELY**

**AGREEMENT  
BETWEEN CITY OF LOS ANGELES  
AND  
HARBOR COMMUNITY DEVELOPMENT CORPORATION  
FOR THE  
OPERATION AND MAINTENANCE OF WILMINGTON TEEN CENTER  
TO PROVIDE YOUTH PROGRAMS**

This AGREEMENT ("AGREEMENT") is entered into as of October 21, 2012, by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (CITY), and Harbor Community Development Corporation, a California 501(c)(3) non-profit corporation referred to herein as, ("ORGANIZATION"). CITY and ORGANIZATION may be referred to collectively herein as "PARTIES".

WHEREAS, CITY, through its Department of Recreation and Parks (RAP), owns real property at the Wilmington Recreation Center commonly referred to as the Wilmington Teen Center ("PROPERTY"), located at 612 West "E" Street, Wilmington, California, 90744, and as depicted on the site map attached hereto and incorporated herein as Exhibit-A;

WHEREAS, ORGANIZATION has a history of operating successful youth recreation programs in the Wilmington area and ORGANIZATION wishes to continue providing its youth programs at PROPERTY, focusing on physical activities, tutoring, obesity prevention, gang prevention and diversion, and community beautification;

WHEREAS, ORGANIZATION has agreed to operate and maintain the PROPERTY in accordance with the terms and conditions herein to fulfill recreational needs of the residents of the City of Los Angeles; and

WHEREAS, CITY agreed to accept this offer of operations and maintenance at its meeting of June 20, 2012 (Board Report No. 12-192);

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 to ORGANIZATION by this AGREEMENT authority to use the PROPERTY for the operation of a Youth Program as described in the Permitted Uses set forth below, which shall be performed by ORGANIZATION in compliance with the terms and conditions of this AGREEMENT, including Cost Recovery Fees and Maintenance Requirements, and at the sole cost and expense of ORGANIZATION.

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 three (3) years, subject to annual performance evaluations ("ANNUAL PERFORMANCE REVIEWS") more fully described below in Section 3 of this AGREEMENT:

- a. **Commencement and Expiration.** This AGREEMENT shall take effect on the date of execution set forth above on page 1 in the opening paragraph of this AGREEMENT ("COMMENCEMENT DATE") and shall end upon the expiration of the TERM, or the earlier of (i) a written termination notice from CITY or ORGANIZATION, effective after sixty (60) calendar days from the date of issuance due to either an unfavorable ANNUAL PERFORMANCE REVIEW or termination for cause during the TERM; or, (ii) the date that ORGANIZATION ceases to operate at the PROPERTY; or, (iii) ORGANIZATION implements the general termination provision described herein.
- b. **Termination.** In addition to termination for an uncured breach or default, or if ORGANIZATION ceases to operate under this AGREEMENT, either CITY or ORGANIZATION may terminate this AGREEMENT by giving the other sixty (60) calendar days advanced written notice. CITY reserves the right to terminate this AGREEMENT at its sole discretion for convenience, emergency, or necessity. If CITY should elect to terminate this AGREEMENT, ORGANIZATION agrees to immediately cease all operations and other activity, remove all personal property and equipment and to peacefully surrender the PROPERTY to CITY within sixty (60) calendar days of receiving a written notice of termination.
- c. **Cease to Operate.** The phrase "cease to operate" shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of ORGANIZATION'S corporate charter or grant of non-profit status, unless the

same is reinstated within sixty (60) calendar days after such termination; (ii) a material change in ORGANIZATION's purposes or function as contained in ORGANIZATION's corporate charter or grant of non-profit status ("Stated Purposes"); (iii) a material change in the delivery of services by ORGANIZATION, as described herein; or (iv) the failure of ORGANIZATION to use the 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 ORGANIZATION's control.

3. **Annual Performance Reviews.** PARTIES mutually agree to a series of ANNUAL PERFORMANCE REVIEWS, which shall be conducted by RAP to determine the feasibility and benefit of continuing the collaborative relationship between PARTIES under this AGREEMENT.
- a. Continuance of CITY's collaboration with ORGANIZATION shall be contingent upon a favorable ANNUAL PERFORMANCE REVIEW, which shall include, but not be limited to:
- (i) An evaluation of ORGANIZATION's compliance with the terms and conditions of this AGREEMENT;
  - (ii) Fulfillment of ORGANIZATION's obligations for the operation and maintenance of the PROPERTY under this AGREEMENT, including the provision of programs and/or services performed under the PERMITTED USES specified herein, and further defined by ORGANIZATION's "Wilmington Teen Center Program Description" attached hereto and incorporated herein as Exhibit-B;
  - (iii) Adequacy of ORGANIZATION's funding; and,
  - (iv) ORGANIZATION's cooperation with CITY staff.
- b. Every year during the life of this AGREEMENT, for purposes of completing the performance review process, ORGANIZATION shall submit to CITY during the period of June 1st through July 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. RAP reserves the right to request additional materials or clarifying information after review of the submitted PERFORMANCE REPORT.
  - d. CITY's approval to continue the collaborative relationship shall be based on findings obtained through the performance review process, evaluation of the PERFORMANCE REPORT, and a review of compliance with the terms and conditions of this AGREEMENT, including interviews with RAP's operations and maintenance staff at the PROPERTY, if any are on-site. A sample Performance Evaluation Form is provided as Exhibit-C, attached hereto and incorporated herein by reference. Results of the performance review may be used in determining future collaborations with ORGANIZATION. CITY shall not unreasonably withhold its determination.
4. **Access to Property.** ORGANIZATION and any authorized third party associated with ORGANIZATION'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 ORGANIZATION activities involving the PROPERTY.
5. **Permitted Uses.** ORGANIZATION may seek to expand and/or change the scope of PERMITTED USES, subject to CITY's prior approval and written consent through an amendment to this AGREEMENT, subject to required approvals, such as the Board of Recreation and Park Commissioners ("BOARD"). ORGANIZATION, at its sole cost and expense, shall:
- a. Provide free youth programs targeted towards youth ages 7 to 21, with a focus on providing opportunities for social interaction, dissemination of information on healthy lifestyles and obesity prevention, gang prevention and diversion, fitness, and community beautification, including but not limited to program elements of tutoring, computer lab, teen council, boxing and weightlifting, dance classes, and field trips, all in accordance with the "Wilmington Teen Center Program Description" attached hereto and incorporated herein as Exhibit-B.
  - b. Maintain PROPERTY in accordance with Section 9 of this AGREEMENT.
  - c. Operate on the PROPERTY only during the specified days and hours listed below in Section 7 of this AGREEMENT.
  - d. Provide sufficient staff necessary to perform the operation of its youth programs, including the provision of services as agreed to herein, providing all

materials, supplies, equipment, and funds necessary to provide youth with such opportunities to the reasonable satisfaction of CITY.

- e. Ensure that staffing of the PROPERTY complies with applicable CITY, State, and/or Federal protocols for recreation and/or maintenance staff, such as, background checks, finger printing, etc., whether the person is an employee or volunteer of ORGANIZATION.
  - f. Punctually pay or cause to be paid all financial obligations incurred in connection with the operation and maintenance of the PROPERTY. ORGANIZATION shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with ORGANIZATION's use of the 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. **Fundraising.** ORGANIZATION may hold fundraising activities on PROPERTY, but must obtain approval from RAP for each fundraising event no fewer than 30 calendar days prior to the scheduled activity. ORGANIZATION may have no more than four (4) fundraising events per year with a maximum of one (1) fundraising event per quarter. All monies raised from the fundraising must be reported, in writing, to RAP, no later than 30 calendar days after the conclusion of the event.

ORGANIZATION is expected to cooperate with RAP personnel and Park staff on all matters relative to the conduct of fund-raising events, which may include concerns related to parking, traffic and attendance or closure of the host facility for up to seven days per calendar year. Fundraising activities shall not include the distribution and/or the consumption of alcoholic beverages in accordance with Section 5.h. of this AGREEMENT.

7. **Days and Periods of Use.** ORGANIZATION shall be entitled to use the PROPERTY to provide youth programs, including public programs and services, recreational uses and functions, events, and other agreed upon uses during the following days and times:

Monday through Sunday, from 6:00 a.m. to 9:00 p.m. ("PERMITTED TIMES")

If requested by ORGANIZATION for a particular activity or event; upon prior approval by RAP and any other applicable governing agency, the hours of

operation may be extended beyond normal closing time, but not beyond 10:30 p.m. in accordance with Los Angeles Municipal Code Section 63.44.

8. **Parking.** During the Term of this Agreement and during Permitted Times specified above in Section 7 of this Agreement, ORGANIZATION, its staff, and public patrons and/or guests, whether or not involved in ORGANIZATION activities at the PROPERTY, shall have the non-exclusive right without charge, 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 by CITY.
9. **Maintenance and Repair of Property.** During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, ORGANIZATION, at its sole cost and expense, shall provide staff and perform the functions of daily maintenance and/or repair of the PROPERTY, and all required maintenance and repair of PROPERTY improvements, including repairs resulting from vandalism, providing all materials, supplies, equipment, and funds necessary to perform appropriate maintenance or repairs. All maintenance and repair shall be performed to the reasonable satisfaction of CITY and be in accordance with the frequency and standards set forth herein and in consultation with CITY's designated representative, or by CITY's written request and/or instruction.

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 PROPERTY.

Description of Maintenance Responsibilities to be performed by ORGANIZATION:

- a. Keep the PROPERTY and the areas within 25 feet of building, clean and safe at all times;
- b. Maintain pedestrian paths, common walkways and other shared areas;
- c. Pick up and dispose of trash and debris whether by ORGANIZATION's activity or activity of a contracted vendor;
- d. Prevent any such matter or material from being or accumulating upon said PROPERTY such that it is clearly visible to public view;
- e. Immediately repair any damages to PROPERTY occurred during ORGANIZATION's operations, or by vandalism, or that is caused by its restoration, refurbishment, or maintenance; ORGANIZATION recognizes that any damage which remains unrepaired may constitute a hazard to public safety;

- f. Maintain all interior walls and surfaces of PROPERTY and all improvements, fixtures, trade fixtures, and utility systems which may now or hereafter exist thereon, whether installed by CITY or ORGANIZATION.
10. **Funding.** All funds including, grants, donations, or any other funds received by ORGANIZATION in connection with the PROPERTY or related to matters covered by this AGREEMENT, or generated from programs or activities conducted on the PROPERTY, shall be applied exclusively to the operations and maintenance of the PROPERTY, including but not limited to the delivery of youth programs and services on the PROPERTY, and will be strictly accounted for as provided herein. Such funds shall not be comingled with other funds of ORGANIZATION unrelated to this AGREEMENT and/or the operation and maintenance of the PROPERTY. If for any reason ORGANIZATION fails to secure funding to carry out its obligations and commitments under this AGREEMENT, CITY may and can terminate this AGREEMENT pursuant to a Breach and Default of this AGREEMENT. No fees will be charged to participants in these programs.
11. **Consideration.** Pursuant to the terms and conditions of this AGREEMENT, the consideration for this AGREEMENT, in exchange for ORGANIZATION's use of the PROPERTY, shall be the provision of youth programs targeted towards teens for the benefit of the general public, at no cost to CITY, including but not limited to, ORGANIZATION's maintenance, and/or repair of the PROPERTY. CITY shall have no responsibility for payment of any use fees for the provision of the youth programs at the PROPERTY.
  - a. **Cost Recovery Fee.** During the TERM of AGREEMENT, ORGANIZATION shall pay an annual Cost Recovery Fee of \$1,740.00 between July 1 and July 15 of each current year, as related to ORGANIZATION'S operation of the PROGRAM on the PROPERTY. PARTIES may discuss and agree that the annual Cost Recovery Fee may be paid in increments, semi-annually in the amount of \$870.00, quarterly in the amount of \$435.00, or monthly in the amount of \$145.00. Should payment be made incrementally, payments shall be due by the tenth day of each period (by July 10<sup>th</sup> and January 10<sup>th</sup> for semi-annually; by the 10<sup>th</sup> of July, October, January, and April for quarterly; and by the 10<sup>th</sup> of each month for monthly). The Cost Recovery Fee includes staffing and utilities.
  - b. **Utilities.** Pursuant to 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 October 2, 2002 (Report No. 02-349), the cost of utility services to the PROPERTY, such as electricity, gas, water, telephone, cable, trash and solid waste disposal, etc., shall be the sole responsibility of ORGANIZATION. Such utility expenses shall be paid directly by ORGANIZATION to utility service provider(s) where feasible or recovered by RAP through utility fee reimbursements if not. Utility fees are included in the Cost Recovery Fee in paragraph a. above.

- c. **Trash and Solid Waste Disposal.** Trash and solid waste disposal shall be the sole responsibility of ORGANIZATION. Removal of waste, trash and recyclables must be at the sole expense of the ORGANIZATION with services of non-CITY provider, billed directly to the ORGANIZATION where feasible or recovered by RAP through fees if not.
- d. **Telephone and data lines.** ORGANIZATION 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 ORGANIZATION uses.
- e. Payment shall be by check, money order, or cashier's check made out to "City of Los Angeles Department of Recreation and Parks." CITY at its discretion may provide courtesy invoices, but ORGANIZATION is wholly responsible for timely payment of cost recovery fees regardless of written notification, which is not required.
- f. Payments are to be mailed to:

City of Los Angeles Department of Recreation and Parks  
Partnership Division  
3900 Chevy Chase Drive, Mail Stop 628-9  
Los Angeles, California 90039

- 12. **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. ORGANIZATION 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 ORGANIZATION.
- 13. **Capital Project Proposal.** When proposing a project involving any alterations, additional improvements, and/or replacements to the PROPERTY, ORGANIZATION 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 of Recreation and Park Commissioners ("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, ORGANIZATION 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 authorization and/or this AGREEMENT.
  - c. Depending on the scope of work and magnitude of the proposed project, ORGANIZATION 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 the CITY's 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, ORGANIZATION 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. ORGANIZATION 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. ORGANIZATION shall submit approved plans and specifications for final approval to:
    - Superintendent, Planning, Construction and Maintenance Branch
    - City of Los Angeles Department of Recreation and Parks
    - 221 N. Figueroa Street, Suite 100
    - Los Angeles, CA 90012
  - i. Upon receipt of final approval, commence construction in coordination with CITY staff.
14. **Insurance**. Before occupying the PROPERTY under this AGREEMENT and periodically as required during its TERM, ORGANIZATION shall furnish CITY with

evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. ORGANIZATION or any third party providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agents, employees, assigns and successors in interest as an additional insured for all required coverages, as applicable. ORGANIZATION will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to CITY's Risk Manager and shall include the types and minimum limits set forth in Exhibit-E attached hereto and incorporated herein by reference. ORGANIZATION shall maintain "all risk" insurance to protect PARTIES "as loss payees as their interests may appear" against loss or damage to the improvements on the PROPERTY, including but not limited to perils such as fire, vandalism and malicious mischief.

- a. ORGANIZATION shall maintain all such insurance at its sole cost and expense throughout the TERM of this AGREEMENT. CITY may, by applying generally accepted risk management principles, change the required amounts and types of insurance to be effective at the renewal date of the insurance then in effect by giving ORGANIZATION sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to ORGANIZATION.
- b. If any of the required insurance contains aggregate limits or applies to other operations of ORGANIZATION outside of this AGREEMENT, ORGANIZATION shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in ORGANIZATION's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. ORGANIZATION shall further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.
- c. If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY's interest, ORGANIZATION will provide CITY at least thirty (30) calendar days (ten (10) calendar days for non-payment of premium) prior written notice of such intended election. The notice will be sent by receipted delivery addressed as follows: City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, California 90012, or to such address as CITY may specify by written notice to ORGANIZATION.
- d. ORGANIZATION's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate the AGREEMENT or, at its discretion, pay to procure or renew such insurance to protect CITY's interest; ORGANIZATION agrees to reimburse CITY for all money so paid.

- e. Self-insurance programs and self-insured retention in insurance policies are subject to separate approval by CITY upon review of evidence of ORGANIZATION's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.
15. **Indemnification.** Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, ORGANIZATION undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorneys' fees (both in house and outside counsel) and costs of litigation (including all actual litigation cost 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 ORGANIZATION's employees and agents, or damage or destruction of any PROPERTY of the negligent acts, errors, omission or willful misconduct incident to the performance of this AGREEMENT by ORGANIZATION or its subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this AGREEMENT and those allowed under the law of the United State, the State of California, and the CITY. This provision shall survive the expiration or termination of this AGREEMENT.
16. **Casualty and Condemnation.** ORGANIZATION 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 damaged by casualty or taken by condemnation until any such portion or improvement is restored to ORGANIZATION'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 ORGANIZATION a replacement property for ORGANIZATION's use.
17. **Hazardous Substances.** PARTIES agree that PROPERTY shall be used in a manner consistent with its intended public recreational purposes and within the scope of use set forth above. ORGANIZATION shall use the 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 ORGANIZATION to any governmental agency or third party under applicable statute.
18. **Publicity.** CITY and ORGANIZATION agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public

announcement(s) concerning the existence of this AGREEMENT, the use 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 ORGANIZATION 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 ORGANIZATION, shall appropriately acknowledge the contributions of both CITY and ORGANIZATION. To the extent stipulated in any grant agreement, the CITY and ORGANIZATION shall duly notify any grantors, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement, and shall provide the opportunity for attendance and participation by grantor representatives. Further, CITY and ORGANIZATION shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both CITY and ORGANIZATION; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or ORGANIZATION, in whole or in part pursuant to the acquisition of property and/or installation of improvements, shall contain any acknowledgements required under any grant agreement.

ORGANIZATION 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"

19. **Signage.** No signs or banners of any kind will be displayed unless previously approved in writing by RAP. RAP may require removal or refurbishment, at ORGANIZATION's expense, of any sign previously approved. On signage at PROPERTY, ORGANIZATION 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"

20. **Filming.** It is the policy of the City of Los Angeles to facilitate the use of City controlled properties as film locations when appropriate. RAP has established a Park Film Office to coordinate use of park PROPERTY for film production purposes. Any commercial filming at PROPERTY shall be subject to approval by RAP and the Film Office. Permit fees for use of park property by film production companies, including PROPERTY, 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. If PROPERTY is used as a film location, PARTIES agree that, apart from the aforementioned permit fees, any revenue ORGANIZATION receives from the use of PROPERTY as a film location be reported to and shared equally with RAP.

21. **Breach or Default by ORGANIZATION.** The following occurrences constitute events of breach or default of this AGREEMENT: ORGANIZATION materially fails in the performance of any provision or condition of this AGREEMENT, such as failure to maintain required insurance coverage, failure to comply with applicable legal requirements or failure to fulfill the obligation to operate, maintain and repair the PROPERTY as specified herein. ORGANIZATION's attempt to assign rights or obligations under this AGREEMENT without CITY's prior written consent shall also constitute an event of breach or default.
22. **Breach or Default by ORGANIZATION – CITY's Remedies.** Upon the occurrence of one or more events of breach or default by ORGANIZATION, CITY may, at its election and without waiving any right to select any other remedy provided in this Section or elsewhere in this AGREEMENT, initiate any of the following:
- a. **Notice to Cure Breach or Default.** CITY may issue a written notice of breach or default to ORGANIZATION, and if ORGANIZATION does not cure said breach or default within thirty (30) calendar days of receipt of said notice, CITY may, by delivering a second written notice to ORGANIZATION, terminate this AGREEMENT without further delay, whereupon ORGANIZATION shall 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.
  - b. **CITY's Right to Cure.** CITY at its sole discretion and with no obligation to do so, subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing breach or default by ORGANIZATION, perform or cause to be performed any of ORGANIZATION's unperformed obligations under this AGREEMENT. CITY may enter the 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.
23. **Notices.** Any notice, request for consent, or statement ("Notice"), that CITY or ORGANIZATION is required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below. Either CITY or ORGANIZATION may designate a different address for any Notice by written statement to the other in accordance with the provisions of this Section. Notices shall be delivered personally or sent by confirmed facsimile transmission, by reliable courier providing tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested.

All Notices shall be addressed as follows:

If to CITY: Partnership Division  
City of Los Angeles Department of Recreation and Parks  
3900 Chevy Chase Drive, Mail Stop 628-9  
Los Angeles, California 90039  
Tel.: (818) 243-6488; Fax: (818) 243-6447

With a copy to: Director of Real Estate and Asset Management  
City of Los Angeles Department of Recreation and Parks  
221 North Figueroa Street, Room 100  
Los Angeles, California 90012-2639  
Tel.: (213) 202-2608; Fax: (213) 202-2611

If to ORGANIZATION: Harbor Community Development Corporation  
c/o Ray Madrigal  
707 West C Street  
Wilmington, CA 90744  
Tel.: (310) 549-0052

24. **Representations and Warranties.** CITY and ORGANIZATION each represents and warrants to the other that it has full power and authority to execute this AGREEMENT and to perform its obligations and requirements hereunder. This AGREEMENT constitutes the valid and legal binding obligation of CITY and ORGANIZATION, enforceable in accordance with its terms and conditions.
25. **No Joint Venture or Agency Relationship.** Nothing herein contained shall be construed to place the parties to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. ORGANIZATION shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will ORGANIZATION represent itself to be an agent of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in ORGANIZATION the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.
26. **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.
27. **Ordinances and Standard Provisions.** The "Standard Provisions for City Contracts(Rev. 3/09)" are incorporated herein by reference and attached hereto as Exhibit-F. If there is any conflicting language between the "Standard Provisions for City Contracts(Rev. 3/09)" and this AGREEMENT, the language of this AGREEMENT shall prevail. ORGANIZATION and CONTRACTOR have the same meaning for purposes of the "Standard Provisions for City Contracts (Rev. 3/09)." In addition, ORGANIZATION will provide documentation of compliance with all required Ordinance Provisions as determined by CITY.
28. **Approval of Sub-Leases or Sub-agreements.** Any operation, services, or activity conducted on the PROPERTY on behalf of the ORGANIZATION 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 RAP. In addition, any concession or other sub-lease or sub-agreement affecting the PROPERTY shall be filed with RAP for review and written approval no fewer than sixty (60) calendar days before the date ORGANIZATION proposes to implement the sub-lease or sub-agreement. No sub-lease or sub-agreement shall take effect unless approved by RAP. ORGANIZATION 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.

29. **Incorporation of Documents.**

The following Exhibits are incorporated by reference:

- Exhibit A: Site Map
- Exhibit B: "Wilmington Teen Center Program Description"
- Exhibit C: Sample Performance Evaluation Form
- Exhibit D: Insurance Requirements
- Exhibit E: Standard Provisions for City Contracts (Rev. 3/09)

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; 7) Exhibit C.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the day and year first above written.

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

By: [Signature]  
President

By: [Signature]  
Secretary

Date: October 24, 2012

Harbor Community Development Corporation, a California non-profit organization

By: [Signature]  
Patricia Espinoza  
President

Title: President

By: [Signature]  
F. Marvin Worley

Title: Treasurer

Date: October 15, 2012

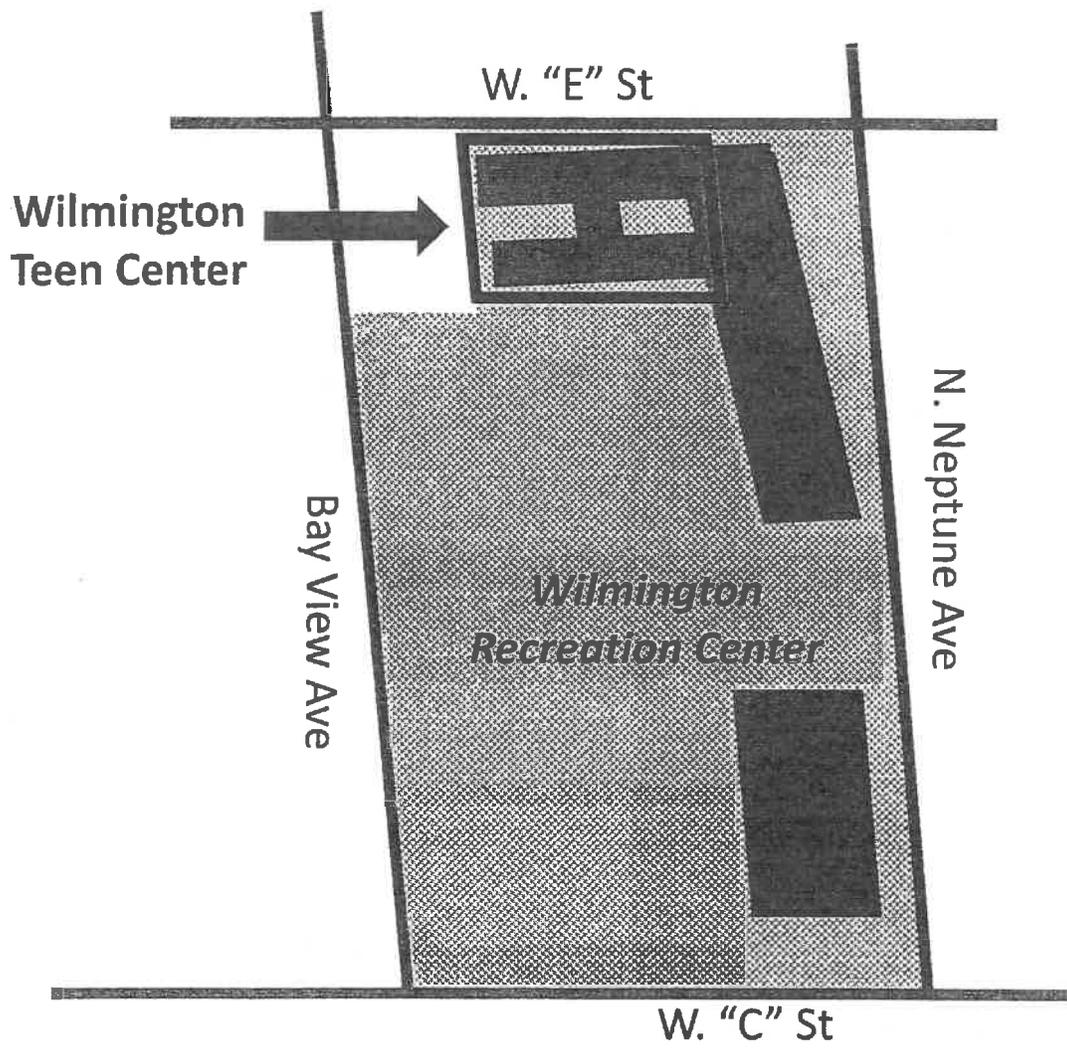
**APPROVED AS TO FORM:**  
CARMEN A. TRUTANICH,  
City Attorney

By: [Signature]  
Deputy City Attorney

Date: 10/24/2012

EXHIBIT-A

Site Map



**AMENDMENT TO AGREEMENT NO. 3395  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
HARBOR COMMUNITY DEVELOPMENT CORPORATION  
FOR THE  
OPERATION AND MAINTENANCE OF THE WILMINGTON TEEN CENTER  
TO PROVIDE YOUTH PROGRAMS**

THIS AMENDMENT TO AGREEMENT NO. 3395 ("AMENDMENT") is made this 24 of SEPTEMBER, 2015, by and between the City of Los Angeles, acting by and through its Board of Recreation and Park Commissioners ("CITY") and Harbor Community Development Corporation, a California 501(c)(3) non-profit organization ("ORGANIZATION"). CITY and ORGANIZATION may be referred to collectively herein as "PARTIES."

**WHEREAS**, on June 20, 2012, the Board of Recreation and Park Commissioners approved Agreement No. 3395 between the CITY and ORGANIZATION for the ORGANIZATION to operate the Wilmington Teen Center at 612 West "E" Street, Wilmington, California, CA 90744, to provide recreational programs for the benefit of local youth (Report No. 12-192); and,

**WHEREAS**, Agreement No. 3395, was executed on October 24, 2012, for a three-year term and is due to expire on October 23, 2015; and,

**WHEREAS**, ORGANIZATION has notified CITY that ORGANIZATION wishes to continue its operation of youth programs for an additional six (6) year term, commencing upon the initial expiration of Agreement No. 3395; and,

**WHEREAS**, CITY accepts ORGANIZATION's offer to continue its operation of Wilmington Teen Center under the existing terms and conditions of AGREEMENT No. 3395, but with the addition of amended Section 2, Section 4, and Section 29, as stipulated herein.

**NOW THEREFORE**, in consideration of the foregoing and the terms and conditions contained herein, and the performance thereof, PARTIES hereby agree to amend Agreement No. 3395 as follows:

Section 2 – Term and Termination

The first paragraph of Section 2 is hereby amended in its entirety and shall now read:

The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be a maximum of **nine (9)** years, and expiration on October 23, 2021, subject to annual performance

evaluations ("ANNUAL PERFORMANCE REVIEWS") more fully described below in Section 3 of this AGREEMENT.

Section 4 – Access to Property

Section 4 is hereby amended in its entirety and shall now read:

ORGANIZATION and any authorized third party associated with ORGANIZATION'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 purpose 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 ORGANIZATION activities involving the PROPERTY.

Notwithstanding exclusivity granted to ORGANIZATION (or PERMITTEE) by the terms of this AGREEMENT, the CITY in its discretion may require ORGANIZATION, without any reduction in cost recovery reimbursement fees or other valuable consideration to ORGANIZATION, to accommodate the rights of persons to access and engage in expressive activities, as guaranteed by the first amendment to the United States constitution, the California constitution, and other laws, as these laws are interpreted by the CITY. Expressive activities may include, but are not limited to, protesting, picketing, proselytizing, soliciting, begging, and vending of certain expressive, message-bearing items.

Section 29 (Incorporation of Documents) of Agreement No. 3395 is hereby renumbered as Section 30.

Section 29 (Ratification) is hereby inserted as follows:

Section 29 - Ratification

At the request of CITY, and because of the need therefor, ORGANIZATION began performance of the responsibilities herein required prior to the execution hereof. By its execution hereof, RAP hereby accepts such service subject to all the terms, covenants, and condition of this AGREEMENT, and ratifies its AGREEMENT with ORGANIZATION for such services.

With the exception of Section 2 and 4 as amended herein, Section 29 renumbered as Section 30, and a Ratification clause inserted as Section 29, this AGREEMENT shall remain unchanged by this AMENDMENT and in full force and effect. Should any provision of this AGREEMENT conflict with this AMENDMENT, the terms and conditions of this AMENDMENT shall prevail.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this AMENDMENT TO AGREEMENT NO. 3395, 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

HARBOR COMMUNITY DEVELOPMENT CORPORATION, a California 501(c)(3) non-profit organization

By: *Yvoni Patrascu*  
President

By: *Patricia Espinoza*  
Patricia Espinoza

By: *Ana D. B... ..*  
Secretary

Title: President

Date: 9/14/2015

By: *Jeanne Mendez*  
Jeanne Mendez

Title: Secretary

Date: 9/16/2015

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

By: *[Signature]*  
Deputy City Attorney

Date: 9.21.15

