

# APPROVED

Sept 01 2022

## BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 22-229

DATE: September 01, 2022

C.D. \_\_\_\_\_

### BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: FIRST AMENDMENT TO CONTRACT NO. 1167 BETWEEN THE CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS AND POSITIVE COACHING ALLIANCE FOR YOUTH SPORTS COACHING SERVICES

<sup>for</sup> M. Rudnick <u>NDN</u>	AP Diaz _____
H. Fujita _____	C. Santo Domingo _____
B. Jackson _____	N. Williams _____

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

Approved   X   Disapproved \_\_\_\_\_ Withdrawn \_\_\_\_\_

If Approved: Board President *Aylin Patacas* Board Secretary *Salisba Sarden*

### RECOMMENDATIONS

1. Approve the First Amendment to Contract No. 1167 between the City of Los Angeles Department of Recreation and Parks (RAP) and THE POSITIVE COACHING ALLIANCE (Contractor) which adds additional youth sports coaching services and increases the compensation amount to the original contract by \$8,400 for a new total amount of \$22,252.47, substantially in the form attached as Attachment 1 to this Report (First Amendment) and subject to the approval of the City Attorney as to form;
2. Authorize RAP's General Manager or designee to make technical corrections as necessary to carry out the intent of this Report;
3. Authorize the General Manager to execute the First Amendment upon receipt of all necessary approvals.

### SUMMARY

On October 26, 2021, RAP entered into Contract No. 1167 with THE POSITIVE COACHING ALLIANCE for youth sports coaching services (Contract). The term of the Contract was for one year with a compensation amount of \$13,852.47, which included the provision of 12 workshops as well as associated training materials and books. Under the Contract, a rate of \$1,050 was charged for each workshop.

RAP desires to obtain eight (8) additional workshops to be held in the month of October 2022 at the same rate of \$1,050 per session for a total additional fee amount of \$8,400. The proposed

BOARD REPORT

PG. 2 NO. 22-229

First Amendment amends the Contract by adding these additional workshops to the Contract's scope of services as well as increasing the total compensation to be paid to the Contractor by \$8,400 for a total contract amount of \$22,252.47. All other terms of the Contract will remain unchanged. Under Los Angeles Administrative Code Section 10.1.1, RAP contracts involving consideration valued in excess of Twenty Thousand Dollars (\$20,000) must be approved by the Board of Recreation and Park Commissioners.

FISCAL IMPACT

Approval and execution of the First Amendment will require funds in the amount of \$8,400 from RAP's General Fund.

This Report was prepared by John Busby, Senior Management Analyst on behalf of Juan Aynat, Recreation Supervisor

LIST OF ATTACHMENTS/EXHIBITS

- 1) Attachment 1 – First Amendment to Contract No. 1167

**FIRST AMENDMENT TO CONTRACT NO. 1167  
BETWEEN THE CITY OF LOS ANGELES,  
DEPARTMENT OF RECREATION AND PARKS  
AND THE POSITIVE COACHING ALLIANCE**

This First Amendment to Contract No. 1167 ("First Amendment") is entered into this \_\_\_ day of \_\_\_\_\_ 2022, by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "CITY") acting by and through its Department of Recreation and Parks (hereinafter referred to as "RAP"), and THE POSITIVE COACHING ALLIANCE, a California corporation (herein referred to as "CONTRACTOR").

RECITALS

WHEREAS, on October 26, 2021, Contract No. 1167 was entered into by and between the CITY and CONTRACTOR to provide certain youth sports coaching services ("Contract"); and

WHEREAS, the Contract had a term of one (1) year commencing on October 29, 2021 with a total compensation amount payable to CONTRACTOR of \$13,852.47; and

WHEREAS, RAP and CONTRACTOR each desire to amend the Contract to add additional youth sports coaching services from CONTRACTOR and to increase the total compensation amount by \$8,400 for a new total amount of \$22,252.47 to reflect payment for such additional youth sports coaching services.

NOW, THEREFORE, BE IT RESOLVED, that RAP and the CONTRACTOR hereby amend the Contract effective \_\_\_\_\_ as follows:

1. Section I of the Contract entitled "Scope of Services" is hereby amended in its entirety and restated as follows in quotation marks:

"Under the direction of RAP's Executive Director, Jimmy Kim, the CONTRACTOR shall perform youth sports coaching services. All such services performed shall be approved prior to the performance by RAP and subject to review by RAP for satisfactory completion. Such services shall include, without limitation, the following:

CONTRACTOR agrees to perform twenty (20) workshops, either virtual or in-person as determined by RAP, to be performed during the term of this Agreement. Workshops shall be two hours in duration and shall be designed to help train RAP's volunteer coaches and staff in sportsmanship-related topics and issues. Each workshop shall cover the topics and be consistent with the description set forth in Exhibit C. In addition, CONTRACTOR shall provide all necessary training materials, which shall include 600 complete, original copies of

the book entitled: "The Power of Double-Goal Coaching" By Jim Thompson; subtitle: "Developing Winners in Sports and Life"; 72 pages, Copyright 2010 ("Book"). RAP will determine the dates, times, and locations of each workshop.

CONTRACTOR will provide a "We Honor the Game" banner (4'x3'), as well as telephone and email support from CONTRACTOR staff for answering questions related to the content of the workshops, access to thousands of online resources and tools, and email newsletters for workshop participants."

This amendment reflects an increase in the number of workshops to be provided under the Contract. Prior to this amendment, CONTRACTOR was to provide twelve (12) workshops. This amendment provides CONTRACTOR shall provide twenty (20) workshops.

2. In Section III of the Contract entitled "Compensation" the following language is removed:

"RAP shall pay CONTRACTOR a total of \$13, 852.47 for the provision of all of the services and materials set forth in Section 1 above, which shall include: (a) the above referenced 12 workshops at the rate of \$1,050 per workshop and (b) 600 complete, bound, original copies of the Book which are required for the participants in the workshop for a cost of \$3452.47."

The removed language of Section III noted above is replaced in its entirety with the following:

"RAP shall pay CONTRACTOR a total of \$22,252.47 for the provision of all of the services and materials set forth in Section 1 above, which shall include: (a) the above referenced twenty (20) workshops at the rate of \$1,050 per workshop and (b) 600 complete, bound, original copies of the Book which are required for the participants in the workshop for a cost of \$3452.47."

3. Other than as amended or modified by way of this First Amendment, all other terms and conditions of the Contract shall remain unchanged and in full force and effect.

*(Signature page to follow)*

**FIRST AMENDMENT TO CONTRACT NO. 1167  
BETWEEN THE CITY OF LOS ANGELES,  
DEPARTMENT OF RECREATION AND PARKS  
AND THE POSITIVE COACHING ALLIANCE**

Department of Recreation and Parks  
City of Los Angeles  
221 N. Figueroa Street 3<sup>rd</sup> Floor  
Los Angeles, CA 90012

THE POSITIVE COACHING ALLIANCE  
1001 N Rengstorff Ave #100,  
Mountain View, California 94043

\_\_\_\_\_  
Jimmy Kim, General Manager

\_\_\_\_\_  
Jason Pratt, Senior Manager  
Partner Development

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

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

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Steven Hong, Deputy City Attorney

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