

# APPROVED

Nov 21 2021

## BOARD OF RECREATION AND PARK COMMISSIONERS

**BOARD REPORT**

NO. 24-244

DATE November 21, 2024

C.D. 5

### BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: CHEVIOT HILLS RECREATION CENTER – AGREEMENT WITH THE LOS ANGELES PÉTANQUE CLUB, INC., FOR THE CONTINUED OPERATION AND MAINTENANCE OF A PÉTANQUE PROGRAM ON PARK PROPERTY – CATEGORICAL EXEMPTION FROM THE PROVISIONS OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTION 15301 [PERMITTING, LEASING, LICENSING, OR MINOR ALTERATION OF EXISTING PUBLIC OR PRIVATE STRUCTURES, FACILITIES, MECHANICAL EQUIPMENT, OR TOPOGRAPHICAL FEATURES, INVOLVING NEGLIGIBLE OR NO EXPANSION OF EXISTING OR FORMER USE] OF CALIFORNIA CEQA GUIDELINES AND ARTICLE III, SECTION 1, CLASS 1(14) OF CITY CEQA GUIDELINES

* B. Aguirre	<u>BA</u>	M. Rudnick	_____
C. Stoneham	_____	C. Santo Domingo	_____
B. Jones	_____	N. Williams	_____

General Manager

Approved X

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

### RECOMMENDATIONS

1. Approve the proposed agreement (Agreement), in the form attached hereto as Attachment 1, with the Los Angeles Pétanque Club for the non-exclusive use of the pétanque courts at Cheviot Hills Recreation Center located at 2551 Motor Avenue, Los Angeles, California 90064, for the operation of a public pétanque program and related recreational activities, subject to the approval of the City Council and the City Attorney as to form;
2. Determine that approval of the Agreement (Project) is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 [Permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use] of California CEQA Guidelines and Article III, Section 1, Class 1(14) of City CEQA Guidelines and direct staff to file a Notice of Exemption (NOE) with the Los Angeles County Clerk and the California Office of Planning and Research;
3. 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 the NOE;
4. Direct the Board of Recreation and Park Commissioners (Board) Secretary to transmit the Agreement to City Council for approval and to the City Attorney for approval as to form;

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5. Authorize the Board President and Secretary to execute the Agreement subsequent to all necessary approvals; and,
6. Authorize RAP staff to make technical corrections in order to carry out the intent of the Board in approving this Report.

### SUMMARY

The Los Angeles Pétanque Club (LAPC) was established in 1983 and incorporated in 1990 as a 501(c)(3) non-profit corporation; it is now considered to be one of the oldest pétanque clubs in California and the United States. LAPC is currently operating at Cheviot Hills Recreation Center under Agreement No. 3516, which was executed on January 7, 2015 for a term of ten years; the Agreement was amended on July 12, 2022 to expand the LAPC hours of operation. With the Board's approval, the proposed Agreement will allow LAPC to continue to offer their program for five years with the option to extend for an additional five-year term. LAPC currently pays Cost Recovery Reimbursement Fees (CRRF) to RAP in the amount of \$1,068.00 annually, and such payments will continue for the duration of the proposed Agreement. LAPC provides the maintenance for the pétanque courts at Cheviot Hills Recreation Center (Courts) and hosts weekly lessons for four hours on Saturday mornings that are free of charge and open to the public, both of which are provisions of the proposed Agreement. LAPC's members pay a nominal membership fee which is used to offset their operational costs, including the payment of CRRF to RAP and maintenance of the Courts.

Pétanque is a bowling game of French origin that is similar to lawn bowling and bocce ball and is played in teams of two or three players. The game is best played on hard dirt or gravel; there are eleven courts at Cheviot Hills that are made of hard dirt and cover approximately 12,700 square feet of space adjacent to the archery range and Rancho Park Golf Course. LAPC recently hosted its first "International Open" competition, which attracted players from all over the United States and Canada as well as some internationally recognized players from France. Pétanque will make its Olympic debut at the 2026 Summer Youth Olympics; the international pétanque organizations have been lobbying to make the sport an official Olympic sport since 1985.

LAPC currently operates their program and performs maintenance Monday through Friday from 3:00 pm to 9:00 pm, Saturdays from 10:00 am to 7:00 pm and Sundays from 3:00 pm to 9:00 pm and wishes to keep the same schedule under the proposed Agreement. Should LAPC wish to use the Courts outside of their designated times they are required to obtain a Facility Use Permit and pay applicable fees for said permit.

RAP staff recommends that the Board approve the proposed Agreement so that this positive working relationship can continue to grow through LAPC's on-going operation of a quality recreational program for the benefit and enjoyment of the residents of West Los Angeles and the surrounding communities.

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### ENVIRONMENTAL IMPACT

The proposed Project consists of permitting the use of a public facility for private use involving negligible or no expansion of existing or former use.

According to the parcel profile report retrieved October 23, 2024, this area resides in a methane zone and on an oil field, however, since the activity takes place outdoors, it will not expose park patrons to the risk of methane seepage. This site is not within a coastal, liquefaction, or historic zone, so there is no reasonable possibility that the proposed Project may impact an environmental resource of hazardous or critical concern or 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 23, 2024, the State Department of Toxic Substances Control (DTSC) (Envirostor at [www.envirostor.dtsc.ca.gov](http://www.envirostor.dtsc.ca.gov)) and the State Water Resources Control Board (SWRCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Project site or any contaminated sites near the Project area (within 1,000 feet). According to the Caltrans Scenic Highway Map, there is no scenic highway located within – or adjacent to – the Project site. Furthermore, the proposed Project is not located in proximity of a known historical resources and will not cause a substantial adverse change in the significance of any historical resource.

Based in this information, staff recommends that the Board determine that the proposed Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301 of California CEQA Guidelines as well as Article III, Section 1, Class 1(14) of City CEQA Guidelines. Staff will file a Notice of Exemption with the Los Angeles County Clerk and the California Office of Planning and Research upon Board's approval.

### FISCAL IMPACT

The proposed Agreement will have no adverse fiscal impact on the RAP General Fund, as the Los Angeles Pétanque Club is a self-sustaining program, and operational and program costs will be covered by LAPC.

### STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Board Report advances RAP's Strategic Plan by supporting:

- Goal No. 2:** Offer affordable and equitable recreation programming
- Goal No. 6:** Build financial strength and innovative partnerships

This Report was prepared by Melissa Bettis, Management Analyst, Partnerships Section.

### LIST OF ATTACHMENTS

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- 1) Proposed Agreement



**AGREEMENT  
BETWEEN CITY OF LOS ANGELES  
AND  
LOS ANGELES PÉTANQUE CLUB, INC.  
FOR THE  
SHARED USE OF THE PÉTANQUE COURTS  
AT  
CHEVIOT HILLS RECREATION CENTER**

This AGREEMENT (“AGREEMENT”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ (“COMMENCEMENT DATE”), by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners (“CITY”), and the Los Angeles Pétanque Club, Inc., a California 501(c)(3) non-profit corporation (“ORGANIZATION”). CITY and ORGANIZATION may be referred to herein individually as “PARTY” or collectively as “PARTIES”.

WHEREAS, CITY through its Department of Recreation and Parks (“RAP”), owns, operates, and maintains certain real property commonly known as Cheviot Hills Recreation Center (“PARK”), located at 2551 Motor Avenue, Los Angeles, California 90064; and,

WHEREAS, ORGANIZATION currently uses the Pétanque Courts and an additional shared space (“PREMISES”), as depicted on the site map attached hereto and incorporated herein by reference as Exhibit A; and,

WHEREAS, ORGANIZATION currently uses the PREMISES under Agreement No. 3516, executed on January 7, 2015 for a term of ten (10) years, for the continued operation of a recreational Pétanque program, which includes free weekly Pétanque lessons to the public, instructing players on the proper skills and etiquette of this French originated game (“PROGRAM”) to fulfill the needs of the residents of the City of Los Angeles; and,

WHEREAS, CITY approved Amendment 1 to Agreement No. 3516 on March 3, 2022 expanding ORGANIZATION’s permitted hours of operation in order for ORGANIZATION to better serve its members and members of the public; and,

WHEREAS, RAP has agreed to grant ORGANIZATION permission for the continued non-exclusive use of the PREMISES for the operation of the PROGRAM at ORGANIZATION’s own expense and at no cost to RAP, pursuant to the terms and conditions of this AGREEMENT, subject to performance evaluations as described further herein, and other terms and conditions set forth in this AGREEMENT for an initial period

of five (5) years with the option to renew for an additional five (5) year period at the discretion of the RAP General Manager or their designee and with BOARD approval; and,

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

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. PARTIES**

ORGANIZATION: Los Angeles Pétanque Club  
Pierre Constantin, President  
PO Box 641595  
Los Angeles, California 90064  
Phone: (310) 595-7374  
Email: losangelespetanqueclub@gmail.com

RAP: City of Los Angeles Department of Recreation and Parks  
c/o West Region Recreation Services  
Ramon Cerrillos, Principal Recreation Supervisor II  
2459 Motor Avenue  
Los Angeles, California 90064  
Email: Ramon.Cerrillos@lacity.org  
Phone: (310) 202-2803

And: City of Los Angeles Department of Recreation and Parks  
c/o Partnership Section  
Melissa Bettis, Management Analyst  
221 North Figueroa Street, Suite 180  
Los Angeles, California 90012  
Email: Melissa.Bettis@lacity.org  
Phone: (213) 202-5681

## **2. PRIMARY CONTACTS**

ORGANIZATION: Los Angeles Pétanque Club  
Pierre Constantin, President  
PO Box 641595  
Los Angeles, California 90064  
Phone: (310) 595-7374  
Email: losangelespetanqueclub@gmail.com

RAP: Cheviot Hills Recreation Center  
Director In Charge ("PARK DIC")  
2551 Motor Avenue  
Los Angeles, California 90064  
Phone: (310) 837-5186  
Email: CheviotHills.RecreationCenter@lacity.org

## **3. LICENSE TO USE AND DESCRIPTION OF PREMISES**

In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to ORGANIZATION by this AGREEMENT, a license for the non-exclusive use of the PREMISES for the operation of the PROGRAM as described herein, 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 the RAP standard Schedule of Rates and Fees, permitting requirements, and/or Cost Recovery Reimbursement Fees ("CRRF").

The PREMISES authorized for use by ORGANIZATION under the terms and conditions of this AGREEMENT is:

- a. Approximately 12,700 square feet of space that includes eleven (11) Pétanque courts, benches, picnic tables, storage unit, and several locker units located in a fence enclosed area adjacent to the archery range and RAP Maintenance Yard on the northwest corner of PARK ("PREMISES"), as depicted by the Site Map attached hereto as Exhibit A, to be used for the operation of the PROGRAM in accordance with the terms and conditions of this AGREEMENT.

- b. The PREMISES shall be used by ORGANIZATION only during normal PROGRAM operating hours, as described below in Section 6 of this AGREEMENT (Days and Periods of Use).

#### **4. TERM AND TERMINATION**

The initial term of this AGREEMENT shall be five (5) years from the COMMENCEMENT DATE (“INITIAL TERM”), with a subsequent five (5) year option to renew at the sole discretion of the RAP General Manager or their designee (“RENEWAL TERM”), which may be subject to the Performance Reviews (“PERFORMANCE REVIEWS”) more fully described in Section 5 below. ORGANIZATION shall provide RAP with a written request to exercise the RENEWAL TERM at minimum six (6) months prior to the expiration of the INITIAL TERM. CITY may revoke this AGREEMENT at any time or if ORGANIZATION does not comply with the conditions contained herein. Upon receipt of the written notice of termination, ORGANIZATION shall remove all personal property owned by ORGANIZATION and return the PREMISES to its original condition and discontinue all work and/or activities permitted under this AGREEMENT.

- a. COMMENCEMENT AND EXPIRATION: This AGREEMENT shall take effect on the COMMENCEMENT DATE written above, and shall end upon the expiration of the TERM.
- b. TERMINATION: In addition to the CITY’s right to terminate this AGREEMENT for an uncured breach or default as set forth in Section 28, CITY and ORGANIZATION may each 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 “ceases 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 PREMISES for any of the authorized uses described in Section 7 herein, Permitted Uses and Restrictions (collectively, “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 PREMISES, or for reasons beyond ORGANIZATION's control. Under such circumstances, ORGANIZATION shall immediately cease and desist from all use of the PREMISES, and this AGREEMENT shall be deemed terminated upon ORGANIZATION's receipt of such notification of immediate termination from RAP.

## **5. PERFORMANCE REVIEWS**

PARTIES mutually agree to 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 under this AGREEMENT shall be contingent upon a favorable 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 under this AGREEMENT for the operation of the PROGRAM as more fully described under the PERMITTED USES specified herein and as described in the Program Description attached to this AGREEMENT as Exhibit F, and maintenance of the PREMISES under this AGREEMENT;
  - iii. Adequacy of ORGANIZATION's funding and financial resources to continue operating the PROGRAM for the benefit of Los Angeles residents throughout the TERM of this AGREEMENT;
  - iv. The volume of the public's participation in the PROGRAM;
  - v. The affordability, accessibility, and reasonableness of any rates and fees charged in connection with the PROGRAM, the determination of which shall be in the sole discretion of the CITY; and
  - vi. ORGANIZATION's cooperation with CITY staff.

- b. Every year during the TERM of this AGREEMENT, for purposes of completing the PERFORMANCE REVIEW process, ORGANIZATION shall submit to RAP during the period of July 1st through August 30th of each year, a performance or program report (“PERFORMANCE REPORT”), based on the prior fiscal year’s PROGRAM activities (July through June). This PERFORMANCE REPORT shall specifically include, but not be limited to:
  - i. Financial Statement (Revenue and Expenditures for prior fiscal year, including funds raised through authorized Fundraising);
  - ii. Annual Budget for upcoming fiscal year (July through June);
  - iii. The number of persons served for free during the prior fiscal year, and all fees charged for any special events or other activities;
  - iv. Sample copies of marketing, recruitment, and press materials; and,
  - v. Discussion of PROGRAM changes or challenges.
- c. RAP reserves the right to request reasonable additional materials or clarifying information upon review of the submitted PERFORMANCE REPORT.
- d. CITY’s approval to continue the collaborative relationship may be based on findings obtained through the 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 Services Branch, and Planning, Construction, and Maintenance Branch at the PREMISES. With the understanding that the PERFORMANCE REVIEW PROCESS may be occasionally modified, a Sample Performance Report Questionnaire is attached hereto and incorporated herein by reference as Exhibit B. RAP staff may provide instruction and coordination with the ORGANIZATION during the evaluation process as RAP may deem appropriate and necessary. CITY shall not unreasonably withhold its determination of the PERFORMANCE REVIEW.

## **6. ACCESS TO PREMISES AND DAYS AND PERIODS OF USE**

ORGANIZATION, shall, and shall cause any of its authorized third parties to, abide by the terms and conditions expressed in this AGREEMENT and will cooperate fully with RAP and its employees in the performance of their duties. Any third-party access and use of the PREMISES shall be supervised by the ORGANIZATION at all times while

such third-party is present at the PREMISES, and RAP on-site staff shall be made aware of such third-party activities.

a. ORGANIZATION's use of the PREMISES shall only be during the following days and hours ("PERMITTED TIMES"):

i. PROGRAM Operation:

Monday through Friday	3:00pm - 9:00pm
Saturday	10:00am - 7:00pm

ii. Maintenance, Free Play, and Organized Tournaments

Sunday	3:00pm - 9:00pm
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iii. Special Events: ORGANIZATION may make requests for use of the PREMISES or portions thereof for special events and activities other than operations, repair or maintenance by completing a "Facility Use Application" at least thirty (30) days in advance of the particular activity or event and submitting it to the PARK DIC. No application fees will be charged for such special events if conducted during PERMITTED TIMES. For any special events, fundraising, or other activities conducted during times other than PERMITTED TIMES, such events and/or activities may be subject to RAP permitting requirements, including permit fees and staff costs (supervision, security, maintenance, clean up, break-down, etc.) if applicable.

Upon approval by RAP, which shall not be unreasonably withheld, the special event or activity hours may be extended beyond normal closing time but not beyond 10:30pm, in accordance with Los Angeles Municipal Code Section 63.44.

b. ORGANIZATION shall not utilize PREMISES during hours other than the authorized PERMITTED TIMES, without RAP's prior written authorization. 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, at the PREMISES.

c. Any use of the PARK grounds outside of the PREMISES shall be through a facility use request submitted in advance of any such use, to the PARK DIC which may be subject to issuance of a separate permit with applicable fees determined at the sole discretion of RAP.

- d. Authorized representatives, agents, and employees of RAP shall have the right to enter the PREMISES at any and all times. In no event shall CITY be responsible or liable to ORGANIZATION for any inconvenience, disturbance, or other damage to ORGANIZATION by reason of the performance by CITY of any activities or work in, upon, above or under the PREMISES or for bringing materials, tools, and equipment in, through, above, or under the PREMISES, nor shall the same constitute any grounds for any payments, or abatement of payments, hereunder.
- e. CITY makes no warranties whatsoever regarding the condition of the PREMISES. ORGANIZATION has inspected the PREMISES and found it suitable for ORGANIZATION's purposes. CITY shall not be liable for any personal injury or damage to property which ORGANIZATION or its guests or invitees may incur, regardless of the cause thereof. ORGANIZATION hereby releases CITY from all such liability, it being the intent of the PARTIES that ORGANIZATION shall maintain adequate insurance to cover any such losses. If a governmental body with jurisdiction over the PREMISES and/or the CITY or RAP determines that a certain activity, or all of the activities, conducted on the PREMISES 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 PREMISES 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.
- f. It is understood by PARTIES that the PREMISES is located in a public PARK and therefore shall not be considered exclusive to the ORGANIZATION, nor shall access to the PREMISES be restricted to the general public.

## **7. PERMITTED USES AND OBLIGATIONS**

ORGANIZATION shall not expand and/or change the scope of PERMITTED USE set forth in this Section without the prior written approval and consent of the BOARD through an amendment to this AGREEMENT. ORGANIZATION is authorized to use the PREMISES in accordance with the following conditions:

- a. PERMITTED USE: ORGANIZATION shall use the PREMISES solely for the operation of the PROGRAM consisting of the operation of a Pétanque program, in accordance with the Program Description attached hereto and incorporated herein by reference as Exhibit F.



- b. ORGANIZATION shall provide free instruction to the general public for four (4) hours each Saturday morning, subject to ORGANIZATION instructor availability and weather permitting. ORGANIZATION shall provide all necessary equipment to conduct PROGRAM at no charge to non-member participants during the free instructional period each week.
- c. ORGANIZATION shall operate on the PREMISES on a priority basis only during the specified days and hours listed above in Section 6 of this AGREEMENT. ORGANIZATION shall have non-priority access during all other hours that the PARK is open.
- d. ORGANIZATION shall maintain PREMISES in accordance with Section 9 of this AGREEMENT.
- e. ORGANIZATION shall obtain written permission from RAP to install any portable structures including, but not limited to, benches, picnic tables, lockers, sheds, portable toilets, and outdoor patio heaters that are not permanently attached to PREMISES. ORGANIZATION shall secure patio heater propane tanks at all times when not in use and in compliance with Section 25 Hazardous Substances.
- f. PROGRAM EMPLOYEES, AND VOLUNTEERS: ORGANIZATION shall provide sufficient staff, paid or volunteer, for the operation of the PROGRAM and related activities on the PREMISES, and shall provide all materials, supplies, equipment, and funds necessary for such activities, to the reasonable satisfaction of the CITY at no cost to RAP.
  - i. 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 ORGANIZATION's activities on the PREMISES.
  - ii. ORGANIZATION is solely responsible for the actions of all individuals and/or organizations participating in its activities at the PREMISES and shall ensure that such individuals and/or organizations agree, in writing, to abide by all conditions set forth in this AGREEMENT.
  - iii. ORGANIZATION shall comply with all RAP policies and procedures as well as all Federal, State, County, and local regulations, orders, and mandates including, but not limited to, health and safety orders, and guidelines throughout the TERM of this AGREEMENT. ORGANIZATION is solely

responsible for creating and enforcing protocols ensuring all persons participating in PROGRAM activities on the PREMISES comply with all applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors, and subcontractors engaging in the PERMITTED USES described herein, including maintenance, such as, certifications, licensing, California DOJ background checks, LiveScan fingerprinting, and including, but not limited to, compliance with California Assembly Bill 506. ORGANIZATION shall, at its sole expense, obtain and maintain information and documentation verifying its compliance with this provision and the results of such compliance and provide such information and documentation to RAP upon request. 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.

- iv. ORGANIZATION shall not discriminate unlawfully against any individual because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. ORGANIZATION shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. ORGANIZATION agrees that in the event of breach of any of the above nondiscrimination covenants, with proper notification as per Section 19, CITY shall have the right to terminate this AGREEMENT and to reenter and repossess said land and the facilities thereon and hold the same as if said AGREEMENT had never been executed.
- g. ORGANIZATION shall not sublet or issue any permit for use of the PREMISES, nor charge for use of the PREMISES.
- h. PRODUCT SALES PROHIBITED: The sale of sports equipment, related gear, or other commercial products or services are not authorized and are prohibited on the PREMISES.
- i. PHOTOGRAPHY/VIDEOGRAPHY: ORGANIZATION shall ensure that no photographs or videos of minors or depiction of their likeness are included in any publication or on any social media platform without prior written consent by the minor's parent or legal guardian. A copy of the signed consent form must be given

to the PARK DIC prior to any photographs being taken.

- j. 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.
- k. ORGANIZATION shall 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 PREMISES under any circumstances.
- l. Smoking and the use of smokeless tobacco is prohibited on PREMISES, including parking lots, as per L.A.M.C. §63.44.
- m. COSTS OF OPERATION: ORGANIZATION shall be responsible for all costs related to the operation of the PROGRAM and the use of the PREMISES in connection thereto throughout the TERM, including the maintenance of the PREMISES as described in Section 9 below, and shall be responsible for the payment of related Cost Recovery Reimbursement Fees ("CRRF") to RAP as specified in Section 11 of this AGREEMENT.

PARTIES understand and acknowledge that ORGANIZATION charges yearly membership fees of One Hundred Dollars (\$100.00) per individual, One Hundred Fifty Dollars (\$150.00) per couple living at the same address, Sixteen Dollars (\$16.00) per youth participant under sixteen (16) years of age, and, for members that are already a member of another Pétanque Club, Fifty Dollars (\$50.00) per Associate Membership; all fees shall be used to offset the cost of ORGANIZATION's operation of the PROGRAM and maintenance of the PREMISES. Notwithstanding the foregoing, ORGANIZATION shall offer free lessons to members of the public and allow for equipment use by non-members as set forth in paragraph 7.b. above. Other than the membership fee set forth herein, ORGANIZATION shall not charge any other fees for participation in the PROGRAM. Any fees charged for special events, such as for participation in tournaments, are to be addressed separately and subject to coordination with, and approval by, RAP. All costs associated with the operation of the PROGRAM and maintenance/security of equipment, shall be the sole responsibility of ORGANIZATION, at no cost to the CITY.

- i. ORGANIZATION shall punctually pay or cause to be paid all financial obligations incurred in connection with the use and maintenance of the

PREMISES as set forth in this AGREEMENT. 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 PREMISES to the extent such claims do not arise due to any CITY action or omission.

- ii. ORGANIZATION shall provide all equipment, supplies, and materials for the PROGRAM at no cost to RAP.
- n. PARKING: During the TERM of this AGREEMENT and during the PERMITTED TIMES specified above in Section 6 of this AGREEMENT, ORGANIZATION, its staff, and public patrons and/or guests, whether involved or not in ORGANIZATION activities on the PREMISES or at the PARK, shall have the non-exclusive right to park vehicles within any available parking spaces at the PARK on a first-come-first-served basis. Exclusive or designated parking shall not be allowed.

## **8. FUNDING**

ORGANIZATION shall maintain sufficient funds available to operate the PROGRAM as described herein, in accordance with the Program Description attached hereto and incorporated herein as Exhibit F. If for any reason ORGANIZATION fails to secure funding to carry out its obligations and commitments under this AGREEMENT, CITY may terminate this AGREEMENT pursuant to a Breach and Default of this AGREEMENT.

## **9. MAINTENANCE AND REPAIR OF PREMISES**

During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, ORGANIZATION, at its sole cost and expense, shall perform the functions of maintenance and/or repair of the PREMISES as described herein.

- a. ORGANIZATION accepts PREMISES in its current condition and hereby assumes all risk of injury, loss or damage, which may result from any defective conditions of the PREMISES or which may otherwise arise by reason of the use of PREMISES, 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 PREMISES, nor any appliance or fixture thereon, whether installed by CITY or ORGANIZATION, and regardless of cause.

- b. ORGANIZATION, in performing all required maintenance and repair of the PREMISES, shall provide all staff and materials, supplies, equipment, and funds necessary to perform appropriate maintenance and/or repairs. All maintenance and/or repair shall be performed to the reasonable satisfaction of CITY and in consultation with CITY's designated representative, or by CITY's written request and/or instruction.
- c. ORGANIZATION shall perform the following maintenance duties on daily basis:
  - i. Maintain PREMISES in a clean condition removing all debris and trash;
  - ii. Keep the PREMISES and the nearby areas clean at all times;
  - iii. Pick up and dispose of trash and debris whether by ORGANIZATION activity or activity of a contracted vendor or any participant of ORGANIZATION services; and,
  - iv. Prevent any trash or debris matter or material from being or accumulating upon said PREMISES such that it is clearly visible to public view.
- 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 PREMISES.
- e. ORGANIZATION shall be responsible for securing ORGANIZATION's equipment and materials on the PREMISES during PERMITTED TIMES and ensuring the same during non-operating hours. CITY and/or RAP shall not be responsible for the security of ORGANIZATION's personal property before, during, or after PERMITTED TIMES.
- f. ORGANIZATION shall immediately repair, or cause to be repaired, any damages to the PREMISES which occur during ORGANIZATION's activities or operations, or that is caused by ORGANIZATION's use of the PREMISES; ORGANIZATION acknowledges that any damage which remains unrepaired may constitute a hazard to public safety, requiring that all use of the PREMISES immediately cease.

## **10. ALTERATIONS, IMPROVEMENTS, AND REPLACEMENTS**

No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PREMISES without prior written authorization by CITY. ORGANIZATION shall provide CITY with 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.

## **11. CONSIDERATION AND COST RECOVERY REIMBURSEMENT FEES**

The consideration for this AGREEMENT in exchange for ORGANIZATION's use of the PREMISES shall be ORGANIZATION's provision of the PROGRAM for the benefit of the general public and the upkeep and clean-up of the PREMISES, at no cost to RAP or the CITY, pursuant to the terms and conditions of this AGREEMENT. However, in addition to the cost of PROGRAM operation, 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. ORGANIZATION shall reimburse RAP for such costs through payments of Cost Recovery Reimbursement Fees ("CRRF"), as described in further detail below.

- a. COST RECOVERY REIMBURSEMENT FEES: ORGANIZATION shall pay a CRRF to RAP for costs incurred by RAP, as related to the ORGANIZATION's use of the PREMISES, which do not include any costs paid directly to applicable utility or service providers. The CRRF for use of the PREMISES shall be One Thousand Sixty-Eight Dollars (\$1068.00) annually to be paid between December 1 and December 31 prior to each current year. Non-payment of the CRRF shall be considered a default of this AGREEMENT and cause for immediate termination of this AGREEMENT.
- b. UTILITIES: Pursuant to the RAP policy regarding utility payments 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), the pro-rata share of the cost of utility services to the PREMISES (electricity, gas, water) related to the operation of the PROGRAM, shall be the sole responsibility of the ORGANIZATION. Such utility expenses shall be paid directly by ORGANIZATION to RAP. The CRRF for utilities is Ninety-Six Dollars (\$96.00) annually and is included in the total CRRF in paragraph 11(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 PREMISES of One Hundred Forty-Four Dollars (\$144.00) annually and shall be the responsibility of ORGANIZATION. The CRRF is inclusive of the Trash and Solid Waste Disposal and shall be reimbursed to RAP as part of the total CRRF in paragraph 11(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 Eight Hundred Twenty-Eight Dollars (\$828.00) annually. The CRRF is inclusive of the Staff Impact and shall be reimbursed to RAP as part of the total CRRF in paragraph 11(a) above.
- e. The CRRF is to be paid on an annual basis. ORGANIZATION is wholly responsible for the timely payment of the CRRF, without the need for RAP to invoice ORGANIZATION.
- f. All CRRF payments must be made by check or money order made payable to: "City of Los Angeles Department of Recreation and Parks". 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

## **12. INSURANCE**

Before accessing and using the PREMISES under this AGREEMENT, and periodically as required during its TERM, ORGANIZATION shall furnish CITY with evidence of insurance on an annual basis, from firms reasonably acceptable to CITY and approved to do such business in the State of California. ORGANIZATION or any third-party providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agents, employees, assigns and successors in interest as an additional insured for all required coverage(s), as applicable. ORGANIZATION will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to CITY's Risk Manager and shall include the types and minimum limits set forth in Exhibit D attached hereto and incorporated herein by reference.

- 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.

### **13. 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, (1) 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), (2) damages or liability of any nature whatsoever, (3) for death or injury to any person, including ORGANIZATION's employees and agents, or (4) 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 PREMISES and accepts the PREMISES 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.

### **14. 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 PREMISES or any improvement thereon 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 PREMISES damaged by casualty in whole or in part. If PREMISES is taken by condemnation, CITY shall not be obligated to provide ORGANIZATION a replacement property for ORGANIZATION's use.

## **15. 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.

## **16. 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 PREMISES 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.

## **17. 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:

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 PREMISES 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.

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 PREMISES 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.

## **18. 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 PREMISES or promotion of the PROGRAM, or construction of any improvements at the PREMISES 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 PREMISES with respect to the ORGANIZATION's use of the PREMISES. 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 PREMISES 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 PREMISES 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 PREMISES in connection thereto, shall contain any acknowledgements required under any grant agreement.

## **19. NOTICES AND CONTACTS**

Any notice, request for consent, or statement ("NOTICE"), that RAP 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 RAP 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, 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: Los Angeles Pétanque Club  
Pierre Constantin, President  
PO Box 641595  
Los Angeles, California 90064  
Phone: (310) 595-7374  
Email: losangelespetanqueclub@gmail.com

RAP: City of Los Angeles Department of Recreation and Parks  
c/o West Region Recreation Services  
Ramon Cerrillos, Principal Recreation Supervisor II  
2459 Motor Avenue  
Los Angeles, California 90064  
Email: Ramon.Cerrillos@lacity.org  
Phone: (310) 202-2803

And: City of Los Angeles Department of Recreation and Parks  
c/o Partnership Section  
Melissa Bettis, Management Analyst  
221 North Figueroa Street, Suite 180  
Los Angeles, California 90012  
Email: Melissa.Bettis@lacity.org  
Phone: (213) 202-5681

## **20. REPRESENTATION 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.

## **21. 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 RAP, 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.

## **22. 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.

## **23. 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 PREMISES. In the event of death or serious injury (requiring an emergency room hospital visit), ORGANIZATION must notify the RAP contacts referenced in Section 2 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 PREMISES shall be provided to RAP within seventy-two (72) hours. ORGANIZATION shall maintain at the PREMISES a record of non-serious injuries occurring on the PREMISES, copies of which shall be provided to RAP upon receipt of a written request therefore. ORGANIZATION shall keep internal documentation of the incident(s) occurring during the previous two (2) years and provide RAP with such information upon request.

## **24. SUSPECTED CHILD ABUSE**

ORGANIZATION must promptly contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at the PREMISES. ORGANIZATION shall notify the RAP contacts specified in Section 2 within 24 hours after a report has been made.

## **25. HAZARDOUS SUBSTANCES**

PARTIES agree that the PREMISES 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 PREMISES 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 on the PREMISES. 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 on the PREMISES.

ORGANIZATION must operate the PREMISES in an environmentally sensitive manner and must comply with RAP policies regarding protection of the environment. ORGANIZATION shall not use or allow the use of environmentally unsafe products of any kind on the PREMISES.

## **26. APPROVAL OF SUB-LEASES OR SUB-AGREEMENTS**

Any operation, services, or activity conducted on the PREMISES 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 CITY. Any concession, sublease or sub-agreement affecting the PREMISES shall be filed with the RAP General Manager or his or her designee for review and written approval no fewer than sixty (60) calendar days before the date ORGANIZATION proposes to implement the sub-lease or sub-agreement. No sublease or sub-agreement shall take effect unless approved by CITY. ORGANIZATION shall require all individuals and organizations providing programs or services within the PREMISES to agree in writing to abide by all conditions set forth in this AGREEMENT.

## **27. 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 PREMISES, or upon ORGANIZATION's improvements, fixtures, equipment, or other property thereon or upon ORGANIZATION's operations hereunder. In addition, by executing the 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.

## **28. BREACH OR DEFAULT BY ORGANIZATION**

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 PREMISES. 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 PREMISES 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.

## **29. ORDINANCES AND STANDARD PROVISIONS**

The City of Los Angeles "Standard Provisions for City Contracts (Rev. 6/24)[v.1]" (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. 6/24)[v.1]" 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.

## **30. 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 A-1: No Parking Map
- Exhibit B: Sample Annual Performance Evaluation
- Exhibit C: Form 146R
- Exhibit D: Insurance Requirements and Instructions for Submission
- Exhibit E: Standard Provisions for City Contracts (Rev. 6/24)[v.1]
- Exhibit F: Program Description

The order of precedence in resolving conflicting language, if any, in the documents shall be: 1) This AGREEMENT exclusive of attachments; 2) Exhibit A; 3) Exhibit C; 4) Exhibit E; 5) Exhibit F; 6) Exhibit B; and, 7) 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. By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this Agreement.

LOS ANGELES PÉTANQUE CLUB, INC.,  
a 501(c)(3) non-profit corporation

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

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

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

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

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

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

**APPROVED AS TO FORM:**

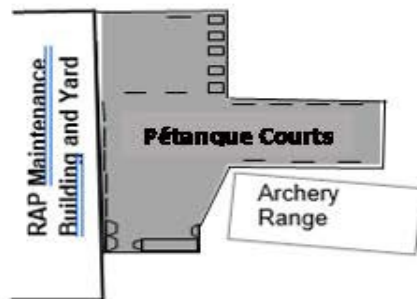
HYDEE FELDSTEIN SOTO, City Attorney

By: \_\_\_\_\_  
Brendan Kearns, Deputy City Attorney

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

### Exhibit A - Site Map

Pursuant to Section 3 of this AGREEMENT, the PREMISES located at 2551 Motor Ave., Los Angeles, CA 90064, within the grounds of Cheviot Hills Recreation Center is delineated below within the red lines and includes approximately 12,700 sq. ft. area consisting of eleven (11) Pétanque courts, (15) benches, (5) picnic tables, storage unit, and several locker units all in an enclosed gated area adjacent to the archery range and RAP maintenance yard at the northwest corner of the CENTER used by LAPC for PROGRAM purposes during LAPC specified hours.



### Exhibit A-1- No Parking Zone Map

Cheviot Hills Recreation Center



## Exhibit B - Sample Performance Evaluation

Pursuant to your Organization's Agreement with the Department of Recreation and Parks and the required periodic Performance Report, please provide responses to the following questions regarding the public services and programs provided by your organization on park property. You may include additional information as deemed necessary. Please indicate "n/a" for any question that does not apply to your organization.

You may contact the RAP Partnership Section staff at (213) 202-5600, should you have any questions.

Organization Name:

RAP Facility Address:

Organization Contact Name:

Organization Phone Number:

Time Period Covered in Performance Report:

### PROGRAM SECTION

1. Describe any changes or modifications to the program that may have occurred since your last performance report:
2. How many participants were enrolled during this performance period? *\*Please count each participant and/or household once regardless of the number of individual activities they participate in.*
3. How many of your participants are from the surrounding community? (within a 5-mile radius) *\*Please count each participant and/or household once regardless of the number of individual activities they participate in.*
4. Number of employees:
5. Number of volunteers:
6. Is your organization able to accommodate participants who have special needs?
  - a. If YES to question, please describe what needs can be met:

### FINANCIAL SECTION

1. What were the rates and fees during the performance period? Please attach a current fee schedule.

### OUTREACH SECTION

1. Did your organization operate at full capacity during this review period?
2. Does your organization have a waiting list?
3. What effort did the organization make during the review period to recruit new participants?

## SAFETY COMPLIANCE SECTION

1. Are your employees and volunteers fingerprinted via LiveScan for a Department of Justice background check?

## ORGANIZATION COMPLIANCE SECTION

1. Is your organization still in good legal standing as a nonprofit organization with the California Secretary of State and the IRS?
  - a. If you answered NO, please explain:
2. Does your organization sublet any space to another entity?
  - a. If YES, provide the name of the sublessee and the terms of the agreement.
3. Has your organization received any complaints?
  - a. If you answered YES to question 3, please describe the situation(s) and how the complaint was addressed and resolved:
4. Were any improvements or repairs to the facility performed by the organization or RAP during the performance period?
  - a. If you answered YES, please list the date(s) and name(s) of entities involved, including RAP staff, and a description of the work that was performed.
5. Please provide the confirmation number as provided when your current insurance policy was uploaded to KwikComply.org:

## COMMENTS

1. Please list the achievements or challenges that occurred during this performance period:
2. Please include any other information that may be helpful in completing your evaluation:

## REQUIRED DOCUMENTS

Please upload all applicable documents:

1. Annual Profit and Loss Report
2. Annual Schedule of Events and Activities
3. Annual Budget for Upcoming Fiscal Year
4. IRS 990 form

### Exhibit C

Form Gen. 146 (Rev. 6/12v)

## Insurance Form 146R Required Insurance and Minimum Limits

Name: Los Angeles Petanque Club Inc. Date: 08/21/2024

Agreement/Reference: Agreement Shared use of Petanque Courts at Cheviot Hills Recreation Center

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

	Limits
<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: 100px;"><input type="checkbox"/> Longshore &amp; Harbor Workers</span> <input type="checkbox"/> Jones Act	
<input checked="" type="checkbox"/> <b>General Liability</b> <u>City of Los Angeles must be named as an additional insured party</u>	<u>\$ 1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations <span style="margin-left: 100px;"><input type="checkbox"/> Sexual Misconduct _____</span> <input type="checkbox"/> Fire Legal Liability _____ <input type="checkbox"/> _____	
<input checked="" type="checkbox"/> <b>Automobile Liability</b> (for any and all vehicles used for this contract, other than commuting to/from work)	<u>1,000,000</u>
<input type="checkbox"/> <b>Professional Liability</b> (Errors and Omissions)	_____
Discovery Period <u>12 months after completion of work or date of termination</u>	
<input type="checkbox"/> <b>Property Insurance</b> (to cover replacement cost of building - as determined by insurance company)	_____
<input type="checkbox"/> All Risk Coverage <span style="margin-left: 100px;"><input type="checkbox"/> Boiler and Machinery</span> <input type="checkbox"/> Flood _____ <span style="margin-left: 100px;"><input type="checkbox"/> Builder's Risk</span> <input type="checkbox"/> Earthquake _____ <span style="margin-left: 100px;"><input type="checkbox"/> _____</span>	
<input type="checkbox"/> _____	
<input type="checkbox"/> _____	
<input type="checkbox"/> <b>Surety Bonds</b> - Performance and Payment (Labor and Materials) Bonds	_____
<input type="checkbox"/> <b>Crime Insurance</b>	_____

Other: Provided to: Melissa Bettis  
 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: <http://cao.lacity.org/risk/InsuranceForms.htm>.  
 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.



## Exhibit D

### Insurance Instructions

(Rev. 05/18)

#### CITY OF LOS ANGELES

#### INSTRUCTIONS AND INFORMATION ON COMPLYING WITH CITY INSURANCE REQUIREMENTS

(Share this information with your insurance agent or broker)

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

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

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

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

Additional Insured Endorsements DO NOT apply to the following:

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

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

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

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

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

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

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

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

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

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

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

12. **Cyber Liability & 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

**ATTACHED SEPARATELY**

DRAFT

## **Exhibit F**

### Program Description

The Los Angeles Pétanque Club (LAPC) was founded in 1983 by a small group of people for who the sheer love of the game strove to create the courts at Rancho Park to better share the sport and to expose others to a popular French tradition. Their enthusiasm for a good time promoted the program that is there today.

As a member of the club of the Federation of Pétanque USA, LAPC has a commitment to helping new players learn the proper skills and develop their playing skill to the highest degree possible. Several club members volunteer their time to assist in the training players on an informal basis. Additionally, LAPC sponsors organized play Monday through Friday from 3:00pm-9:00pm and Saturdays from 10:00am-7:00pm. On Sundays from 3:00pm-9:00pm LAPC utilizes their time to maintain the courts, host free lessons for the general public, and host organized tournaments.

Pétanque is both a leisure activity and a competitive professional sport, and has been adopted as an Olympic event.

In collaboration with the City of Los Angeles Department of Recreation and Parks, LAPC maintains the eleven Pétanque courts in the Cheviot Hills Recreation Center. LAPC has priority use of these courts during designated hours. Outside of the LAPC designated hours, the courts are open to the public during regular park hours. LAPC encourages players of all ages and skill levels to participate.

**ATTACHMENT A**

Standard Provisions for City Contracts (Rev. 6/24 [v.1])

# STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

#### **PSC-4. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

#### **PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

#### **PSC-6. Excusable Delays**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

#### **PSC-7. Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.



## **PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

## **PSC-9. Termination**

### **A. Termination for Convenience**

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

### **B. Termination for Breach of Contract**

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
  6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
  7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
  8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

**PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

**PSC-11. Contractor's Personnel**

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

#### **PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

#### **PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

#### **PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

#### **PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

#### **PSC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

**PSC-20. Intellectual Property Warranty**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

**PSC-21. Ownership and License**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

**PSC-22. Data Protection**

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

**PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

**PSC-24. Best Terms**

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

**PSC-25. Warranty and Responsibility of Contractor**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

**PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure



the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

**CONTRACTOR** shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-29. Service Contractor Worker Retention Ordinance**

**CONTRACTOR** shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

**CONTRACTOR** understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-31. Contractor Responsibility Ordinance**

**CONTRACTOR** shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

**PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network (“BAVN”) at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

**PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-34. First Source Hiring Ordinance**

**CONTRACTOR** shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-35. Local Business Preference Ordinance**

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

**PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR’S** principals, and **CONTRACTOR’S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the “Restricted Persons”)

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # \_\_\_\_\_ Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38.** Contractors’ Use of Criminal History for Consideration of Employment Applications

**CONTRACTOR** shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39.** Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

### **PSC-43. Confidentiality**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

### **PSC-44. Contractor Data Reporting**

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

## EXHIBIT 1

### INSURANCE CONTRACTUAL REQUIREMENTS

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

### CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

# Required Insurance and Minimum Limits

Name: \_\_\_\_\_

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

Agreement/Reference: \_\_\_\_\_

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

### Limits

#### Workers' Compensation (WC) and Employer's Liability (EL)

WC Statutory

EL \_\_\_\_\_

Waiver of Subrogation in favor of City

Longshore & Harbor Workers

Jones Act

#### General Liability

Products/Completed Operations

Sexual Misconduct \_\_\_\_\_

Fire Legal Liability \_\_\_\_\_

#### Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)

#### Professional Liability (Errors and Omissions)

Discovery Period \_\_\_\_\_

#### Property Insurance (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood \_\_\_\_\_

Builder's Risk

Earthquake \_\_\_\_\_

\_\_\_\_\_

#### Pollution Liability

#### Surety Bonds - Performance and Payment (Labor and Materials) Bonds

#### Crime Insurance

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