

# APPROVED

JUN 07 2017

BOARD REPORT

BOARD OF RECREATION  
AND PARK COMMISSIONERS

NO. 17-140

DATE June 07, 2017

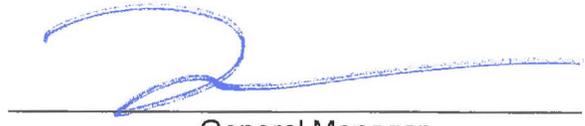
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**BOARD OF RECREATION AND PARK COMMISSIONERS**

SUBJECT: ALGIN SUTTON RECREATION CENTER – FIRST AMENDMENT TO AGREEMENT NO. 3493 WITH CHILDREN’S INSTITUTE, INC. TO EXTEND THE TERM OF SAID AGREEMENT, FOR THE CONTINUED OPERATION AND MAINTENANCE OF A HEAD START CHILD CARE AND DEVELOPMENT PROGRAM

\* AP Diaz \_\_\_\_\_  
R. Barajas \_\_\_\_\_  
H. Fujita \_\_\_\_\_

V. Israel \_\_\_\_\_  
N. Williams \_\_\_\_\_



General Manager

Approved  \_\_\_\_\_

Disapproved \_\_\_\_\_

Withdrawn \_\_\_\_\_

RECOMMENDATIONS

1. Approve a proposed First Amendment, herein included as Attachment 1, to Agreement No. 3493, herein included as Attachment 2, between the City of Los Angeles and Children’s Institute, Inc., a California non-profit corporation, subject to the approval of the Mayor and the City Council, and approval of the City Attorney as to form;
2. Direct the Board Secretary to transmit the proposed First Amendment to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series), and concurrently to the City Attorney for review and approval as to form; and,
3. Authorize the Board President and Secretary to execute the First Amendment subsequent to all necessary approvals.

SUMMARY

On February 19, 2014, the Board of Recreation and Park Commissioners (Board) approved Agreement No. 3493 (Agreement) between the City of Los Angeles (City) and Children’s Institute, Inc. (CII), authorizing CII to operate and maintain a Head Start childcare and development program at Algin Sutton Recreation Center, located at 8720 Hoover Boulevard, Los Angeles, CA 90044, which includes two modular pre-fabricated classrooms and an outdoor play area with playground equipment (Report No. 14-041). CII is a California State licensed, head-start program provider (Lic# 197419010), grant-funded through the Federal Government and selected via a National Head Start competitive bid process.

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The Agreement, which was executed on June 26, 2014, carries a three-year term and is due to expire on June 25, 2017.

During the traditional school year, CII provides a Head Start childcare and development program to children ages three through five, who come from low-income families within the surrounding community of Algin Sutton Recreation Center. Servicing up to twenty (20) children daily, this childcare and development program encourages physical activity, demonstrates healthy lifestyle choices, helps prepare participants enrolled in the program for further success in life, while meeting the needs of special populations, including children with disabilities.

The collaboration between CII and the Department of Recreation and Parks (RAP) has been favorable for the last three years. Communication has been open and the "walk-throughs," during which RAP staff evaluates the facility and operations, have been positive, helpful, and constructive. In anticipation of the Agreement's pending expiration on June 25, 2017, CII contacted the Partnership Division on May 2, 2017, and requested an extension to the term of the Agreement for an additional seven years in order to continue Head Start services in the Algin Sutton Recreation Center community.

RAP staff therefore recommends that the proposed First Amendment to the Agreement be approved to extend the term of the Agreement seven additional years to a total of ten years. All other terms and conditions will remain unchanged. CII's performance of the Head Start Program will continue to be monitored through annual performance reviews conducted by the Partnership Division to ensure continued compliance with the terms and conditions of the Agreement. CII shall continue to accept full liability for their operations at the location and responsibility to maintain appropriate insurance protecting the City's interests. Additionally, CII will continue to be responsible for the payment of Cost Recovery Reimbursement Fees to RAP, in the amount of Two Hundred Forty-Nine Dollars (\$249.00) per month, for their twelve (12) months of operation, totaling each calendar year the amount of Two Thousand, Nine Hundred Eighty-Eight Dollars (\$2,988.00); covering their pro-rata share of utilities, solid waste disposal, and staff impacts in accordance with RAP policies.

Other than the term of Agreement No. 3493, other sections were amended to reflect current contact information.

### FISCAL IMPACT STATEMENT

Extending the term of Agreement No. 3493 with CII will have no adverse impact on RAP's General Fund, as operations and program costs associated with CII's use of the park facility will be paid by CII, at no cost to the City; and any costs impacting RAP will be compensated through the collection of Board approved Cost Recovery Reimbursement Fees.

This Report was prepared by Joel Alvarez, Senior Management Analyst II and Edneisha Lee, Management Assistant, Partnership Division.

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LIST OF ATTACHMENTS

- 1) Proposed First Amendment to Agreement No. 3493
- 2) Agreement No. 3493

**FIRST AMENDMENT TO AGREEMENT NO. 3493  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
CHILDREN'S INSTITUTE, INC.  
FOR THE  
OPERATION AND MAINTENANCE OF A  
HEAD START CHILD CARE PROGRAM AT  
ALGIN SUTTON RECREATION CENTER**

This **FIRST AMENDMENT** to Agreement No. 3493 ("AMENDMENT") is made this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Los Angeles, a municipal corporation, acting by and through its Board of Recreation and Park Commissioners (collectively, "CITY") and Children's Institute, Inc. ("CII"), a California 501(c)(3) non-profit corporation. CITY and CII may be referred to herein individually as "PARTY", or collectively as "PARTIES".

WITNESSETH

**WHEREAS**, CITY, through its Department of Recreation and Parks, owns and operates real property commonly known as Algin Sutton Recreation Center, located at 8720 South Hoover Boulevard, Los Angeles, CA 90044, where CII operates (2) modular pre-fabricated classrooms and an outdoor play area with playground equipment, in an enclosed gated area known as Manchester Head Start ("PROPERTY"); and

**WHEREAS**, on February 19, 2014, the Board of Recreation and Park Commissioners ("BOARD") approved Agreement No. 3493 ("AGREEMENT"), between CITY and CII for the year round operation and maintenance of a Head Start child care and development program at the PROPERTY (Report No. 14-041); and,

**WHEREAS**, AGREEMENT was executed on June 26, 2014, for a three (3) year term, expiring on June 25, 2017; and,

**WHEREAS**, on May 2, 2017, CII notified CITY that CII wishes to continue its collaboration with CITY under the same terms and conditions of said AGREEMENT, for an additional seven (7) year term commencing upon the AGREEMENT's initial date of expiration on June 25, 2017; and,

**WHEREAS**, the BOARD approved this AMENDMENT at the Meeting of the Board of Recreation and Park Commissioners on \_\_\_\_\_(Report No. 17-\_\_\_\_\_).

**NOW THEREFORE**, in consideration of the foregoing, and the terms and conditions contained herein, and the performance thereof, PARTIES hereby agree to amend the AGREEMENT as follows:

**Section 2 – Term and Termination**

The first two paragraphs of Section 2 are hereby amended in its entirety and shall now read:

The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be a maximum of ten (10) years, subject to annual performance evaluations more fully described below in Section 3 ("ANNUAL PERFORMANCE REVIEWS") of this AGREEMENT.

- a. **Commencement and Expiration.** This AGREEMENT shall take effect on the date of execution set forth by the COMMENCEMENT DATE of June 26, 2014 and shall end upon the expiration of the TERM on June 25, 2024.

### **Section 10 – Consideration**

Section 10(g) is hereby amended in its entirety and shall now read:

- g. All Payments and/or correspondence shall be mailed to:

City of Los Angeles Department of Recreation and Parks  
Attention: Partnership Division  
221 North Figueroa Street, Suite 180, Mail Stop 628-9  
Los Angeles, CA 90012

### **Section 12 – Capital Project Proposal**

Section 12(h) is hereby amended in its entirety and shall now read:

- h. CII shall submit approved plans and specifications for final approval to:

Assistant General Manager, Planning, Maintenance and Construction Branch,  
City of Los Angeles Department of Recreation and Parks,  
221 Figueroa Street, 4<sup>th</sup> Floor  
Los Angeles, CA 90012

### **Section 22 – Notices**

Section 22 is hereby amended in its entirety and shall now read:

Any notice, request for consent, or statement ("NOTICE"), that CITY or CII is required or permitted to give or cause to be given to the other, shall be in writing and shall be delivered or addressed as set forth below. Either CITY or CII may designate a different address for any NOTICE by written statement to the other in accordance with the provisions of this Section. A NOTICE shall be delivered personally or sent by confirmed facsimile transmission, by reliable courier providing tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested.

All Notices shall be addressed as follows:

First Amendment to Agreement No. 3493  
Children's Institute, Inc.  
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If to CITY:

Partnership Division  
City of Los Angeles Department of Recreation and Parks  
221 North Figueroa Street, Suite 180, Mail Stop 628-9  
Los Angeles, CA 90012

Tel.: (213) 202-5600; fax: (213) 202-2614

If to CII:

Dean Bradley, Senior Vice President  
Children's Institute, Inc.  
2121 West Temple Street  
Los Angeles, CA 90026

Tel.: (213) 385-5100; fax: (213) 260-7791

With the exception of Sections 2, 10(g), 12(h), and 22 as amended herein, Agreement No. 3493 shall remain unchanged by this AMENDMENT and in full force and effect. Should any provision of Agreement No. 3493 conflict with this AMENDMENT, the terms and conditions of this AMENDMENT shall prevail.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the PARTIES have executed this AMENDMENT to Agreement No. 3493 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

Children's Institute, Inc., a 501 (c)(3) California non-profit corporation

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

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

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

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

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

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

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

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

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

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

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

**AGREEMENT  
BETWEEN CITY OF LOS ANGELES  
AND  
CHILDREN'S INSTITUTE, INC.,  
FOR THE  
OPERATION AND MAINTENANCE OF A  
HEAD START CHILD CARE PROGRAM AT  
ALGIN SUTTON RECREATION CENTER**

This AGREEMENT ("AGREEMENT") is entered into as of June 26, 2014, ("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 Children's Institute, Inc. ("CII"), a 501(c)(3) non-profit corporation. CITY and CII may be referred to collectively herein as "PARTIES".

WHEREAS, CITY, through its Department of Recreation and Parks ("RAP"), owns and operates real property at Algin Sutton Recreation Center ("CENTER"), located at 8720 South Hoover Boulevard, Los Angeles, CA 90044, which includes two (2) modular pre-fabricated classrooms and an outdoor play area with playground equipment (collectively referred to herein as, "STRUCTURES"), in an enclosed gated area known as the Manchester Head Start ("PROPERTY"), as depicted on the site map attached hereto and incorporated herein by reference as Exhibit A; and,

WHEREAS, CII is a federally-funded grantee through the United States Department of Health and Human Services, Administration for Children and Families, Office of Head Start ("FEDERAL GOVERNMENT") for the operation of Head Start programs at the CENTER; and,

WHEREAS, CII has demonstrated their ability to provide a Head Start program and was awarded a contract by the FEDERAL GOVERNMENT on June 1, 2013, to provide Head Start programs at various locations; and,

WHEREAS, CII provides indoor and outdoor child development programming through recreational experiences, including game playing, group playing, and group sports play; and,

WHEREAS, CII has agreed to use and maintain the PROPERTY for the operation and maintenance of a Head Start child care and development program ("PROGRAM") in accordance with the terms and conditions contained herein, to fulfill the recreational needs of the residents of the City of Los Angeles; and,

WHEREAS, On November 2, 2011, the Board of Recreation and Park Commissioners ("BOARD") found that non-profit cooperative nursery, Head Start, pre-school and childcare organizations, such as CII, are a recreational use as these programs primarily provide outdoor child development through recreational and educational pre-school experiences such as game playing, free play, and group sports play (Board Report No.11-296); and,

WHEREAS, CITY has agreed to accept this offer of operations and maintenance at the meeting of the Board of Recreation and Park Commissioners ("BOARD") on February 19, 2014 (Board Report No. 14-041).

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

1. **Use of Property.** In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants CII by this AGREEMENT, the authority to use the PROPERTY for the operation of the PROGRAM as described in the description of Permitted Uses set forth below (Section 5 - "PERMITTED USES"), which shall be performed by CII in compliance with the terms and conditions of this AGREEMENT, including the payment of Cost Recovery Reimbursement Fees as applicable, and performance of maintenance requirements as described herein, at the sole cost and expense of CII.
2. **Term and Termination.** The performance period authorized under this AGREEMENT (for ease of reference, shall be referred to herein as "TERM") shall be a maximum of three (3) years, subject to annual performance evaluations more fully described below in Section 3 ("ANNUAL PERFORMANCE REVIEWS") of this AGREEMENT.
  - a. **Commencement and Expiration.** This AGREEMENT shall take effect on the date of execution set forth by the COMMENCEMENT DATE above and shall end upon the expiration of the TERM.
  - b. **Termination.** In addition to termination for an uncured breach or default, or if CII ceases to operate under this AGREEMENT, or CITY issues a written termination notice to CII effective after sixty (60) calendar days from the date of issuance, due to an unfavorable ANNUAL PERFORMANCE REVIEW or for cause during the TERM, either CITY or CII may terminate this AGREEMENT by giving the other sixty (60) calendar days advanced written notice. CITY and CII reserve the right to terminate this AGREEMENT at their sole discretion for convenience, emergency, or necessity. If CITY or CII should elect to terminate this AGREEMENT, CII agrees to immediately cease all operations and other activity, remove all personal property and equipment, including STRUCTURES, and to peacefully surrender the PROPERTY to CITY within one hundred eighty (180) calendar days of receiving or providing a written notice of termination. If CII fails to remove all its personal property and equipment within one hundred eighty (180) calendar days after termination of this AGREEMENT, CITY, at its option, may remove such property and equipment, in which event CII shall pay to the CITY upon demand, the reasonable cost of such removal, plus the cost of transportation and disposition thereof.

- c. **Cease to Operate.** The phrase "cease to operate" shall mean the first to occur of any of the following: (i) the termination (but not temporary suspension) of CII'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 CII's purpose(s) or function as contained in CII's corporate charter or grant of non-profit status ("Stated Purposes"); (iii) a material change in the delivery of services by CII, as described herein; or (iv) the failure of CII to use the PROPERTY for any of the PERMITTED USES or any other default of the terms and conditions or other obligations contained in this AGREEMENT, for a consecutive period of sixty (60) calendar days; unless prevented from doing so because of damage, destruction, major repairs or refurbishment of the improvements within the PROPERTY, or for reasons beyond CII's control.
- d. **Notice of Federal Interest.** The FEDERAL GOVERNMENT granted funds in connection with the purchase of modular building #1, measuring 30-feet by 32-feet, and modular building #2, measuring 32-feet by 40-feet, located on the PROPERTY. Because these two modular buildings were acquired with Federal grant funds and CII is the successor to the original Grantee-recipient of the Federal funds used to purchase the modular buildings, these modular buildings may not be mortgaged, used as collateral, sold, or otherwise transferred from ownership of CII without the written permission of the responsible FEDERAL GOVERNMENT official.
3. **Annual Performance Reviews.** PARTIES mutually agree to a series of ANNUAL PERFORMANCE REVIEWS, which shall be conducted by the RAP General Manager or his or her designee, to determine the feasibility and benefit of continuing the collaborative relationship between the PARTIES under this AGREEMENT.
- a. Continuance of CITY's collaboration with CII shall be contingent upon a favorable ANNUAL PERFORMANCE REVIEW, which shall include, but not be limited to:
- (i) An evaluation of CII's compliance with the terms and conditions of this AGREEMENT;
  - (ii) Fulfillment of CII's obligations for the operation and maintenance of the PROPERTY under this AGREEMENT, including the provision of programs and/or services performed under the PERMITTED USES specified herein, and further defined by CII in their CII Head Start Parent Handbook, from which excerpts are attached hereto and incorporated herein by reference as Exhibit B;
  - (iii) Adequacy of CII's funding to sustain continued operation and maintenance of the PROGRAM and PROPERTY;
  - (iv) The volume of the public's participation in CII's programs; and
  - (v) CII's cooperation with CITY staff.

- b. Every year during the life of this AGREEMENT, for purposes of completing the ANNUAL PERFORMANCE REVIEW process, CII shall submit to RAP during the period of May 1st through June 1st of each year, an annual performance or program report ("PERFORMANCE REPORT"). This PERFORMANCE REPORT shall cover but not be limited to:
- (i) Annual Budget and Report of Expenditures;
  - (ii) Data on participants and program results;
  - (iii) Copies of marketing, recruitment, and press materials; and,
  - (iv) Discussion of program changes or challenges.
- c. The RAP General Manager or his or her designee reserves the right to request additional materials or clarifying information after review of the submitted PERFORMANCE REPORT.
- d. CITY's approval to continue the collaborative relationship shall be based on findings obtained through the ANNUAL PERFORMANCE REVIEW, evaluation of the PERFORMANCE REPORT and a review of compliance with the terms and conditions of this AGREEMENT, including interviews with RAP's operations and maintenance staff at the PROPERTY, if any are on-site. A sample Performance Evaluation Form is attached hereto and incorporated herein by reference as Exhibit-C. Results of the ANNUAL PERFORMANCE REVIEW may be used in determining future collaborations with CII. CITY shall not unreasonably withhold its determination.
4. **Access to PROPERTY.** CII and any authorized third party associated with CII's activities at the PROPERTY will abide by the terms and conditions expressed in this AGREEMENT, and will cooperate fully with CITY's employees in the performance of their duties. Authorized representatives, agents and employees of CITY will have the right to enter the PROPERTY for purposes of fulfilling normal duties, performing inspections, conducting events or programs, or in case of emergencies. If required for public safety, CITY may immediately suspend and/or terminate CII activities involving the PROPERTY.
5. **Permitted Uses.** CII shall not expand and/or change the scope of PERMITTED USES without the prior written approval and consent of the BOARD through an amendment to this AGREEMENT. CII, at its sole cost and expense, shall:
- a. Provide Head Start child care and development programs and services for a maximum of twenty (20) children per classroom, ages three (3) through five (5) years, including related activities to, or incidental to, the provision of Head Start child care services, such as but not limited to program meetings and workshops,

- all in accordance with the excerpts from CII Head Start Parent Handbook attached hereto and incorporated herein by reference as Exhibit-B.
- b. Operate on the PROPERTY only during the specified days and hours listed below in Section 6 of this AGREEMENT.
  - c. Maintain PROPERTY in accordance with Section 8 of this AGREEMENT.
  - d. Provide sufficient staff necessary to perform the operation of its child care programs, including the provision of services as agreed to herein, providing all materials, supplies, equipment, and funds necessary to operate the PROGRAM permitted herein to the reasonable satisfaction of CITY.
  - e. Ensure CII's protocol for selecting and authorizing any person to participate in the PROGRAM activities on the PROPERTY complies with applicable CITY, State, and/or Federal protocols for employees, volunteers, contractors and subcontractors engaging in the PERMITTED USES described herein, including maintenance, such as, certifications, licensing, background checks, and finger printing.
  - f. Punctually pay or cause to be paid all financial obligations incurred in connection with the operation and maintenance of the PROPERTY. CII shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with CII's use of the PROPERTY.
  - g. Ensure that no photographs of minors or depiction of their likeness is included in any publication without obtaining prior written consent from the child's parent or legal guardian.
  - h. Prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to alcoholic beverages), which is NOT one of the PERMITTED USES authorized herein, and therefore shall not be permitted to occur on the PROPERTY under any circumstances.
6. **Days and Periods of Use.** CII shall be entitled to use the PROPERTY to provide the PROGRAM, including child care and development public programs and services, recreational uses and functions, events, and other agreed upon uses during the following days and hours ("PERMITTED TIMES").
- a. PERMITTED TIMES of operation are 8:00 a.m. to 4:30 p.m., Monday through Friday. CII shall be allowed to enter the PROPERTY one (1) hour prior to, and remain one (1) hour after its operations schedule for set-up and clean-up purposes.
  - b. CII shall not be allowed onto the PROPERTY during hours other than those authorized without RAP's prior written authorization.

- c. CII is aware that CENTER's operating hours are 10:00 a.m. – 9:00 p.m., Monday through Friday and 9:00 a.m. – 5:00 p.m. on Saturday. CENTER is closed on Sundays and Federal Holidays, and is subject to additional closures at the sole discretion of RAP.
  - d. CII shall cooperate with the City of Los Angeles personnel and RAP Park staff on all matters relative to the conduct of operations or any activity, event, and/or special use or fundraiser, including concerns related to parking, traffic and attendance.
7. **Parking.** During the TERM of this AGREEMENT and during the PERMITTED TIMES specified above in Section 6 of this AGREEMENT, CII, its staff, and public patrons and/or guests, whether or not involved in CII activities at the PROPERTY, shall have the non-exclusive right without charge, to park vehicles within any available parking spaces at the PROPERTY on a first-come-first-served basis. Exclusive or designated parking shall not be allowed, unless previously approved in writing by the RAP General Manager or his or her designee.
8. **Maintenance and Repair of Property.** During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, PARTIES agree to the following provisions for the Maintenance and Repair of the PROPERTY:
- a. CII accepts the PROPERTY in its condition at execution of this AGREEMENT. RAP shall not have any obligation to repair, remodel, replace, and/or reconstruct any building, facility, feature, or portion of the PROPERTY, nor any appliance or fixture thereon, whether installed by CITY or CII, and regardless of cause.
  - b. CII, in performing all required maintenance and repair of the PROPERTY, shall provide all staff and materials, supplies, equipment, and funds necessary to perform appropriate maintenance and/or repairs. All maintenance and/or repair shall be performed to the reasonable satisfaction of CITY and in consultation with CITY's designated representative, or by CITY's written request and/or instruction.
  - c. Daily maintenance to be performed by CII during CII's hours of operation:
    - i. Maintain the PROPERTY in a clean and sanitary condition removing all debris and trash;
    - ii. Keep the PROPERTY and the areas within twenty-five (25) feet of the building, clean and safe at all times;
    - iii. Maintain pedestrian paths, common walkways and other shared areas clean and safe;
    - iv. Pick up and dispose of trash and debris whether caused by CII's activity or the activity of CII's contracted vendor(s);

- v. Prevent any such matter or material from being or accumulating upon said PROPERTY such that it is clearly visible to public view.
  - d. CII shall immediately repair any damages to the PROPERTY which occur during CII's operations, or by vandalism, or that is caused by its restoration, refurbishment, or maintenance of the PROPERTY; CII recognizes that any damage which remains unrepaired may constitute a hazard to public safety.
  - e. Any glass, both exterior and interior of the PROPERTY, which is damaged during the TERM of this AGREEMENT shall be promptly repaired or replaced at the sole cost and expense of CII, with glass of the same size, kind, and quality.
  - f. No offensive or dangerous materials, nor any substance constituting an unnecessary, unreasonable or material hazard detrimental to the public health, shall be permitted or allowed to remain on the PROPERTY.
  - g. CII shall be responsible for shall be responsible for securing the PROPERTY as needed before, during and after hours of operation.
  - h. CII shall maintain all interior walls and surfaces of the PROPERTY, and all improvements, fixtures, trade fixtures, roof systems, plumbing, electrical, heating-ventilation-air conditioning systems, building structure, and utility systems which may now or hereafter exist thereon whether installed by CITY or CII. Prior to making any major repairs to PROPERTY, CII shall obtain written approval from RAP.
  - i. CII waives any and all claims against CITY for damages or Indemnification as a result of the failure to make repairs.
9. **Funding.** All funds, including grants, donations, or any other funds received by CII in connection with the PROPERTY, related to matters and activities covered by this AGREEMENT, or generated from programs or activities conducted on the PROPERTY, shall be applied exclusively to the operation and maintenance of the PROPERTY, including the delivery of a child care and development program and related services on the PROPERTY, and will be strictly accounted for as provided herein. Such funds shall not be comingled with other funds of CII unrelated to this AGREEMENT and/or the operation and maintenance of this PROPERTY. If for any reason CII fails to secure funding to carry out its obligations and commitments under this AGREEMENT, CITY may and can terminate this AGREEMENT pursuant to a Breach and Default of this AGREEMENT. CII may charge its patrons appropriate fees for programs, services, and/or activities offered by CII on the PROPERTY, in an amount comparable to those fees charged by organizations offering similar programs, services, and/or activities in the community.
10. **Consideration.** Pursuant to the terms and conditions of this AGREEMENT, the consideration for this AGREEMENT in exchange for CII's use of the PROPERTY, shall be the provision of Head Start child care services which provides indoor and

outdoor child development programming through recreational experiences, including game playing, group playing, and group sports play for the benefit of the general public, at no cost to CITY, including but not limited to, CII's maintenance and/or repair of the PROPERTY. CITY shall have no responsibility for payment of any fees for the provision of the PROGRAM at the PROPERTY. Additionally, CII's use of the PROPERTY shall be subject to cost recovery reimbursement fee(s) described below.

- a. **Cost Recovery Reimbursement Fee.** During the TERM of the AGREEMENT, CII shall pay a monthly Staff Impact Cost Recovery Reimbursement Fee of \$249.00 for costs incurred by RAP related to this AGREEMENT and CII's use of the PROPERTY as approved by the Board on July 19, 2012 (Report No. 12-217). Payments shall be due by the 10<sup>th</sup> day of each month for that current month. Cost Recovery Reimbursement Fee(s) may be subject to change with written notice of no less than sixty (60) days in advance.
- b. **Utilities.** Pursuant to the RAP policy regarding utility payments for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the Board on July 13, 2011 (Report No. 11-202), the cost of utility services to the PROPERTY (electricity, gas, water) shall be the sole responsibility of CII. Such utility expenses shall be paid directly by CII to the utility service provider(s) where feasible, or recovered by RAP through utility fee reimbursements if not. Utility fees are paid directly to the provider by CII.
- c. **Trash and Solid Waste Disposal.** Pursuant to the RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborations, approved by the Board on February 1, 2012 (Report No. 12-028), removal of waste, trash and recyclables must be at the sole expense of CII, with services of a non-CITY provider billed directly to CII where feasible, or recovered by RAP through trash and solid waste fees if not. Trash and Solid Waste fees are paid directly to the provider by CII.
- d. **Staff Impact Fees.** As stated above, CII shall pay a monthly Staff Impact Cost Recovery Reimbursement Fee of \$249.00.
- e. **Telephone and Data Lines.** CII shall be responsible for the cost of telephone and data lines utilized on PROPERTY and shall pay the service provider directly. CITY shall bear no costs in regards to the telephone and data lines on PROPERTY that CII uses.
- f. **Cost Recovery Reimbursement Fee Payments.** Payment of Cost Recovery Reimbursement Fees shall be by check, money order, or cashier's check made payable to "City of Los Angeles Department of Recreation and Parks." RAP at its discretion may provide courtesy invoices, but CII is wholly responsible for timely payment of Cost Recovery Reimbursement Fees regardless of written notification which is not required.

- g. All Payments and/or correspondence shall be mailed to:

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

- 11. Alterations, Improvements and Replacements.** No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PROPERTY without prior written authorization by CITY. CII shall provide CITY detailed information and specifications for review and written approval by CITY, including but not limited to an explanation of the project scope of work, design or architectural plans, renderings or models, budget and funding source information for capital improvement projects, and any other information reasonably requested by CITY. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of CII.
- 12. Capital Project Proposal.** When proposing a project involving any alterations, additional improvements, and/or replacements to the PROPERTY, CII shall adhere to the following guidelines and instructions for submitting a proposed project for CITY's consideration:
- a. Submit a project proposal for CITY review and presentation for conceptual approval by the BOARD, if necessary. The proposal should include but is not limited to, project objectives, conceptual drawings, a written description of the project's scope of work, general project details and requirements, and estimated preliminary budget.
  - b. Should the project be conceptually approved by the BOARD, CII will be authorized to perform any required preliminary work or site assessments, either through a Right-Of-Entry permit if required, or the CITY's authority and/or this AGREEMENT.
  - c. Depending on the scope of work and magnitude of the proposed project, CII may be assessed an administrative fee to be determined by RAP, for project review and all services provided by CITY staff. Such fee shall be paid to the "City of Los Angeles Department of Recreation and Parks" and shall have been paid in full prior to CITY conceptual approval of the proposed project.
  - d. If necessary and pursuant to the recommendation of the City Attorney, a development agreement shall be prepared to set forth the terms and conditions under which the proposed project shall be implemented, depending on the scope of work and project magnitude.

- e. When prepared, CII shall submit 50% and 90% complete design drawings for CITY review and approval. Upon CITY's approval, all design and architectural work shall be completed by a California licensed architect and/engineer.
  - f. PARTIES shall submit a proposed development agreement and final plans and specifications, respectively, to the BOARD for its consideration and final project approval.
  - g. CII shall obtain, at its own cost and expense, all necessary and/or required City, County, State, and/or Federal permits, approvals, licenses, and/or authorizations for project implementation, including but not limited to environmental clearances, in compliance with the California Environmental Quality Act (CEQA).
  - h. CII shall submit approved plans and specifications for final approval to:  
  
Assistant General Manager, Planning, Construction and Maintenance Branch,  
City of Los Angeles Department of Recreation and Parks,  
221 Figueroa Street, Suite 100,  
Los Angeles, CA 90012
  - i. Upon receipt of final approval, commence construction in coordination with CITY staff.
13. **Insurance.** Before occupying the PROPERTY under this AGREEMENT and periodically as required during its TERM, CII shall furnish CITY with evidence of insurance from firms reasonably acceptable to CITY and approved to do such business in the State of California. CII or any third party providing work or services under this AGREEMENT shall name the City of Los Angeles and its boards, officers, agents, employees, assigns and successors in interest as an additional insured for all required coverages, as applicable. CII will ensure that like insurance will be maintained by any such third party. Evidence of required coverage shall be on forms reasonably acceptable to the CITY's Risk Manager and shall include the types and minimum limits set forth in Exhibit-D attached hereto and incorporated herein by reference.
- a. CII 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 CII sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to CII.
  - b. If any of the required insurance contains aggregate limits or applies to other operations of CII outside of this AGREEMENT, CII shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in CII's best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. CII shall

further restore such aggregate limits or shall provide other replacement insurance for such aggregate limits within sixty (60) calendar days of the knowledge of same.

- c. If an insurance company elects to cancel insurance before the stated expiration date, declines to renew in the case of a continuous policy, reduces the stated limits other than by impairment of an aggregate limit or materially reduces the scope of coverage, thereby affecting CITY's interest, CII will provide CITY at least thirty (30) calendar days (ten (10) calendar days for non-payment of premium) prior written notice of such intended election. The notice will be sent by receipted delivery addressed as follows: City Administrative Officer, Risk Management, 200 North Main Street, Room 1240, City Hall East, Los Angeles, California 90012, or to such address as CITY may specify by written notice to CII.
- d. CII's failure to procure and maintain the required insurance shall constitute a material breach of this AGREEMENT under which CITY may immediately terminate the AGREEMENT or, at its discretion, pay to procure or renew such insurance to protect CITY's interest; CII 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 CII's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

**14. Indemnification.** Except for the active negligence or willful misconduct of CITY, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, CII undertakes and agrees to defend, indemnify and hold harmless the City and any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorneys' fees (both in house and outside counsel) and costs of litigation (including all actual litigation cost incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including CII's employees and agents, or damage or destruction of any PROPERTY of the negligent acts, errors, omission or willful misconduct incident to the performance of this AGREEMENT by CII or its subcontractors of any tier. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this AGREEMENT and those allowed under the law of the United States, the State of California, and the CITY. This provision shall survive the expiration or termination of this AGREEMENT.

**15. Casualty and Condemnation.** CII shall be excused from its obligations in this AGREEMENT with respect to the operation, maintenance and repair of any portion of the PROPERTY or any improvement there on damaged by casualty or taken by condemnation until any such portion or improvement is restored to CII's use. CITY

shall not be obligated to restore PROPERTY damaged by casualty in whole or in part. If PROPERTY is taken by condemnation, CITY shall not be obligated to provide CII a replacement property for CII's use.

16. **Hazardous Substances.** PARTIES agree that PROPERTY shall be used in a manner consistent with its intention for Head Start child care and development program purposes and within the scope of use set forth above. CII shall use PROPERTY in compliance with laws pertaining to hazardous substances. As used herein, "hazardous substances" shall mean any product, chemical, material or waste whose nature, quantity and/or intensity of presence, use, manufacture, disposal, transportation, spill, release or effect, either by itself or in combination with other such substances, is either: (a) potentially injurious to public health, safety or welfare or injurious to the environment; (b) regulated or monitored by any governmental authority; or (c) a basis for liability of CITY or CII to any governmental agency or third party under applicable statute.
17. **Publicity.** CITY and CII agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of this AGREEMENT, the use or promotion of the PROPERTY, the acquisition of any real property, or construction of any improvements at the PROPERTY, except as may be legally required by applicable laws, regulations, or judicial order. CITY and CII agree to notify each other in writing of any press release, public announcement, marketing or promotion of the PROPERTY. Further, any press release, public announcement, marketing materials, or brochures prepared by either CITY or CII, shall appropriately acknowledge the contributions of both CITY and CII. To the extent stipulated in any grant agreement, the CITY and CII 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 CII shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of both CITY and CII; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or CII, in whole or in part pursuant to the acquisition of property and/or installation of improvements, shall contain any acknowledgements required under any grant agreement.

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

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

18. **Signage.** No signs or banners of any kind will be displayed unless previously approved in writing by the RAP General Manager or his or her designee. RAP may require removal or refurbishment, at CII's expense, of any sign previously approved.

On signage at PROPERTY, CII shall provide the following credit or as proportions of signage allow similar credit as approved by RAP in writing:

**"In collaboration with the City of Los Angeles Department of Recreation and Parks"**

19. **Filming.** It is the policy of the CITY to facilitate the use of City-controlled properties as film locations when appropriate. RAP has established a Park Film Office to coordinate use of park PROPERTY for film production purposes. Any commercial filming at shall be subject to approval by RAP and the Film Office. All fees for use of park PREMISES by film production companies shall be established and collected by the Film Office in accordance with CITY and RAP policies. The Park Film Office may be reached at (323) 644-6220. CII shall not charge any fees for film production conducted at PROPERTY.
20. **Breach or Default by CII.** The following occurrences constitute events of breach or default of this AGREEMENT: CII materially fails in the performance of any provision or condition of this AGREEMENT, such as failure to maintain required insurance coverage, failure to comply with applicable legal requirements, failure to pay assessed fees or utility charges, or failure to fulfill the obligation to operate, maintain and repair the PROPERTY as specified herein. CII'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.
21. **Breach or Default by CII – CITY's Remedies.** Upon the occurrence of one or more events of breach or default by CII, 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 CII, and if CII 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 CII, terminate this AGREEMENT without further delay, whereupon CII shall vacate the PROPERTY within fourteen (14) calendar days. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.
  - b. **CITY's Right to Cure.** CITY at its sole discretion and with no obligation to do so, subject to any applicable conditions and limitations set forth elsewhere in this AGREEMENT, may, after a continuing breach or default by CII, perform or cause to be performed any of CII's unperformed obligations under this AGREEMENT. CITY may enter the PROPERTY and remain there for the purpose of correcting or remedying the continuing breach or default. Such action by CITY shall not be deemed to waive or release said breach or any default or CITY's right to take further, preventative action.
22. **Notices.** Any notice, request for consent, or statement ("NOTICE"), that CITY or CII is required or permitted to give or cause to be given to the other, shall be in writing

and shall be delivered or addressed as set forth below. Either CITY or CII may designate a different address for any NOTICE by written statement to the other in accordance with the provisions of this Section. A NOTICE shall be delivered personally or sent by confirmed facsimile transmission, by reliable courier providing tracking services, or by deposit with the United States Postal Service with postage prepaid and return receipt requested.

All Notices shall be addressed as follows:

If to CITY:

Partnership Division  
 City of Los Angeles Department of Recreation and Parks  
 3900 Chevy Chase Drive, Mail stop 628-9  
 Los Angeles, CA 90039  
 Tel.: (818) 243-6488; fax: (818) 243-6447

If to CII:

*Dean Bradley*  
~~Dr. Jo Dennis, PhD~~, Senior Vice President  
 Children's Institute, Inc.  
 2121 West Temple Street  
 Los Angeles, CA 90026  
 Tel.: (213) 385-5100; fax: (213) 260-7791

23. **Representations and Warranties.** CITY and CII 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 CII, enforceable in accordance with its terms and conditions.
24. **No Joint Venture or Agency Relationship.** Nothing herein contained shall be construed to place the PARTIES to this AGREEMENT in the relationship of a joint venture, association, partnership, or other form of a business organization or agency relationship. CII shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will CII represent itself to be an agent of the CITY or any of its departments. Nothing in this AGREEMENT may be construed to have authorized or vested in CII the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.
25. **Relationship of Parties** PARTIES agree that no other party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other party, except as expressly provided herein.
26. **Ordinances and Standard Provisions.** The "Standard Provisions for City Contracts (Rev. 3/09)" 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. 3/09)" and this AGREEMENT, the language of this AGREEMENT shall prevail. CII and CONTRACTOR have the same meaning for purposes of the "Standard Provisions for City Contracts (Rev. 3/09)." In addition, CII will provide documentation of compliance with all required Ordinance Provisions as determined by CITY.

27. **Approval of Sub-Leases or Sub-Agreements.** Any operation, services, or activity conducted on the PROPERTY on behalf of the CII by a third party, including but not limited to the sale of food and/or beverages or other items, shall be subject to prior written approval by the RAP General Manager or his or her designee. In addition, any concession or other sub-lease or sub-agreement affecting the PROPERTY shall be filed with the RAP General Manager or his or her designee for review and written approval no fewer than sixty (60) calendar days before the date CII proposes to implement the sub-lease or sub-agreement. No sub-lease or sub-agreement shall take effect unless approved by CITY. CII shall require all individuals and organizations providing programs or services within the PROPERTY to agree in writing to abide by all conditions set forth in this AGREEMENT.
28. **Merchandise.** No merchandise shall be sold by CII on PROPERTY without the prior written consent of the RAP General Manager or his or her designee.
29. **Safety Practices.** CII shall correct violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents or deaths occurring on the PROPERTY. In the event of death or serious injury (requiring an emergency room hospital visit), CII must notify the Director-in-Charge at Algin Sutton Recreation Center as soon as possible but no later than twenty-four (24) hours after the incident. Notice of non-serious injuries occurring on the PROPERTY shall be provided to the Director-in-Charge at Algin Sutton Recreation Center within seventy-two (72) hours. CII shall keep internal documentation of the incident(s) and provide the RAP General Manager or his or her designee with such information upon request.
30. **Suspected Child Abuse.** CII or CII's parents, volunteers, agents, contractors and subcontractors, and/or any person participating in CII's PROGRAM or activities at the PROPERTY must contact the Los Angeles County Child Protection Hotline to report any suspected child abuse at PROPERTY. CII will notify the Director-in-Charge at Algin Sutton Recreation Center within twenty-four (24) hours of any such report
31. **Recreation Center Contact.** Algin Sutton Recreation Center Operations and Maintenance staff for the PROPERTY may be contacted at the following contact number:

Daily Operations and Maintenance, Facility Director,  
Telephone No.: (323) 753-5808

**32. Incorporation of Documents.**

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

Exhibit A: Site Map

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

Exhibit C: Sample Performance Evaluation Form

Exhibit D: Insurance Requirements

Exhibit E: Standard Provisions for City Contracts (Rev. 3/09)

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

*[Signature Page to Follow]*

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

CITY OF LOS ANGELES, a municipal corporation, acting by and through its BOARD OF RECREATION AND PARK COMMISSIONERS

CHILDREN'S INSTITUTE, INC., a 501 (c)(3) California non-profit corporation

By: [Signature]  
President

By: Mary M. Emmons

By: [Signature]  
Secretary

Title: President & CEO

Date: JUNE 26, 2014

By: [Signature]

Title: SVP, Finance & CFO

Date: 6/11/14

APPROVED AS TO FORM:

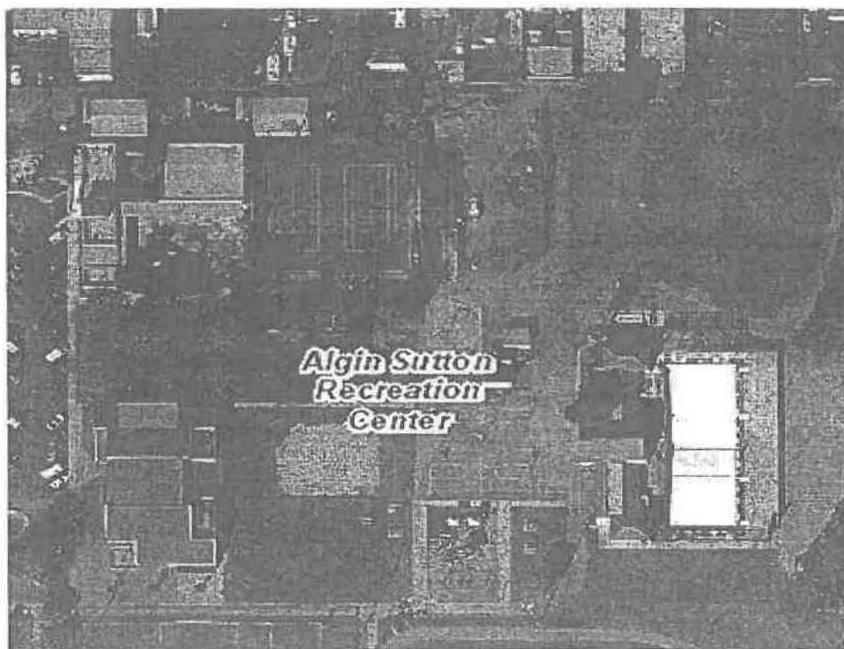
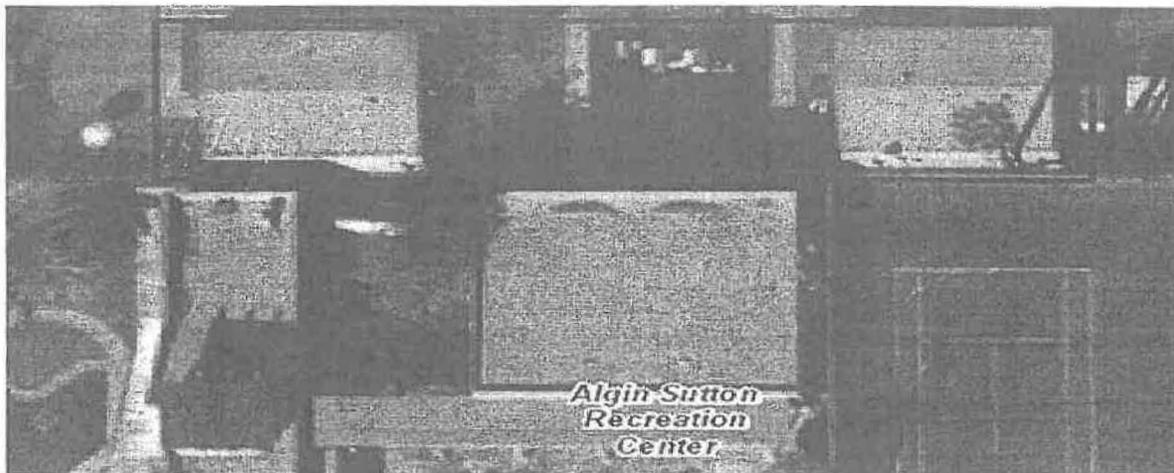
MICHAEL N. FEUER,  
City Attorney

By: [Signature]  
Deputy City Attorney

Date: JUNE 26, 2014

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

The PROPERTY is located at 8720 South Hoover Boulevard, Los Angeles, CA 90044, within the grounds of Algin Sutton Recreation Center as identified below.



**EXHIBIT B**  
**The CII Head Start Parent Handbook**  
**(Excerpts)**

**Division Mission Statement**

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

**Overview**

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

**Eligibility Requirements**

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

**Child Assessment**

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

**Education**

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

**Curriculum**

CII follows the High/Scope curriculum in the classroom, which offers an educational approach to active learning. Age appropriate classroom material are used to encourage children to discover, explore and experiment under the guidance of the teacher. Indoor and outdoor

activities are carefully planned around the child's interest to provide a balance of healthy intellectual and physical growth.

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

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

### **Program Choices**

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

#### **Morning Program:**

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

#### **Afternoon Program:**

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

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

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

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

### **Meals Provided**

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

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

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

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

### **Illness**

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

### **Behavioral Concerns**

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

### **Special Services**

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

### **Family Engagement Opportunities**

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

As a CII Head Start parent, you can:

- Serve on a Parent Committee representing your child's school site and help make decisions for your child's school
- Partner with the staff and learn how you can help improve the program for our children
- Give ideas/suggestions into planning curriculum
- Coordinate an activity with the staff for the children
- Share your family's culture and traditions by leading or organizing an activity
- Be trained as leaders and advocates representing the program within the community to help create a better learning environment for our children
- Support and attend parent workshops to better oneself and participate in training opportunities
- Share in decision making for the entire program by volunteering on the CII Head Start Policy Council

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

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

**In Kind**

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

**Client Non-Admittance/Termination Policy**

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

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

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



City of Los Angeles Department of Recreation and Parks  
PARTNERSHIP DIVISION

**CONSOLIDATED PERFORMANCE REVIEW**

PARTNER ORGANIZATION	
PROJECT/PROGRAM TITLE	ONE-TIME or ROE <input type="checkbox"/> ANNUAL <input type="checkbox"/>
DEPARTMENT FACILITY(IES)	
PERIOD COVERED	DATE OF INSPECTION

	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
<b>PROGRAM</b>	<input type="checkbox"/>				
Partnership enhances recreational opportunities (no duplication)					
Participants enjoying/engaged in program based on inspection or oral/written feedback					
Participation appears to include reasonable proportion from the local community and inclusion of special needs participants					
Instructors are specialized, licensed, experienced, and have an appropriate level of education; they are professional, polite, and prepared					
Participants show progress (if applicable)					
	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
<b>FINANCIAL</b>	<input type="checkbox"/>				
Cost of the program is free, low cost, or relatively similar to programs in same community and consistent with agreement					
Partner's annual budget is provided and is sufficiently funded for commitment					
Partner pays on-time and according to requirements					
	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
<b>OUTREACH</b>	<input type="checkbox"/>				
Number of participants reaches or exceeds target					
Recruits new participants					
Provides demographic information and analysis and/or surveys of participants					
Marketing material includes "In collaboration with the City of Los Angeles, Department of Recreation & Parks" and Department logo					
Partner web site links to the RAP web site					
Department approves marketing material					

Rev February 2012



CONSOLIDATED PERFORMANCE REVIEW – PAGE 2

ORGANIZATION
TITLE
PERIOD COVERED

	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
<b>SAFETY</b>	<input type="checkbox"/>				
Employees and volunteers of partnership programs are fingerprinted and written verification is provided					
Provides liability insurance that includes the City of Los Angeles, Department of Recreation and Parks as determined by City Risk Manager (check website)					
Adequate program staff to provide proper supervision and safety					
All equipment and instructional supplies adhere to Department safety specifications and requirements					
Maintains designated areas in clean and orderly condition					
	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
<b>ORGANIZATION</b>	<input type="checkbox"/>				
The value of the partnership is provided and partner is meeting program requirements					
Maintains good communication and a professional relationship with the Department					
Compliance with the terms of the agreement including proof of non-profit status (if applicable – check websites)					
Provides required written reports including Annual Report					
Sub-leasing is not occurring					
Department has control over property usage during non-designated times (if applicable)					
Compliance Resolutions completed satisfactorily (if any)					
Public Complaints resolved (if any)					
Capital improvement projects are in conformance with City Standards and in coordination with the Department and Bureau of Engineering (if applicable)					
<b>OVERALL EVALUATION</b>	<input type="checkbox"/>				

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**CONSOLIDATED PERFORMANCE REVIEW – PAGE 3**

<b>ORGANIZATION</b>
<b>TITLE</b>
<b>PERIOD COVERED</b>

<p><b><u>ADDITIONAL COMMENTS / RESULTS / RECOMMENDATIONS</u></b>  <i>Include RAP Staff feedback and participant comments</i></p>
--

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

<p><b>ATTACHMENTS</b>  <input type="checkbox"/> Compliance Resolution Forms           <input type="checkbox"/> Public Comments           <input type="checkbox"/> Flyers and PR Materials           <input type="checkbox"/> Photos           <input type="checkbox"/> Program Forms  <input type="checkbox"/> Annual Report           <input type="checkbox"/> Budget           <input type="checkbox"/> Inspection(s)           <input type="checkbox"/> Compliance Check           <input type="checkbox"/> Legal/Insurance Status           <input type="checkbox"/> Other _____</p>
--

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**EXHIBIT D  
INSURANCE REQUIREMENTS**

Form Gen. 146 (Rev. 7/09)

**Required Insurance and Minimum Limits**

Name: Children's Institute Inc. Date: 09/19/2013

Agreement/Reference: Operation of a Head Start Program on the grounds of Algin Sutton 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 - Workers' Compensation (WC) and Employer's Liability (EL)</b>	
		WC <u>Statutory</u>
		EL <u>\$1,000,000</u>
<input type="checkbox"/>	Waiver of Subrogation in favor of City	
<input type="checkbox"/>	Longshore & Harbor Workers	
<input type="checkbox"/>	Jones Act	

<input checked="" type="checkbox"/>	<b>General Liability</b>	<u>\$1,000,000</u>
<input checked="" type="checkbox"/>	Products/Completed Operations	
<input type="checkbox"/>	Fire Legal Liability	
<input checked="" type="checkbox"/>	Sexual Misconduct <u>1,000,000</u>	

<input checked="" type="checkbox"/>	<b>Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work)</b>	<u>\$1,000,000</u>
-------------------------------------	--	--------------------

**Professional Liability (Errors and Omissions)**

Discovery Period 12 Months After Completion of Work or Date of Termination

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

<input type="checkbox"/> All Risk Coverage	<input type="checkbox"/> Boiler and Machinery
<input type="checkbox"/> Flood	<input type="checkbox"/> Builder's Risk
<input type="checkbox"/> Earthquake	<input type="checkbox"/>

**Pollution Liability**

**Surety Bonds - Performance and Payment (Labor and Materials) Bonds** 100% of the contract price

**Crime Insurance**

Other: 1) 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>  
2) In the absence of imposed auto liability requirements, all contractors using vehicles during the course of their contract must adhere to the financial responsibility laws of the State of California.

## CITY OF LOS ANGELES

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

(Share this information with your insurance agent or broker.)

1. **Agreement/Reference** All evidence of insurance must 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 preferred method of submitting your documents. Track4LA™ 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 primarily 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 – the CITY is a licensed redistributor of ACORD forms. Track4LA™ 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 Track4LA™ at <http://track4la.lacity.org> and follow the instructions to register and submit the appropriate proof of insurance on your behalf.

Insurance industry certificates other than the ACORD 25 that have been approved by the State of California, may be accepted, however **submissions other than through Track4LA™ will significantly delay the insurance approval process as documents will have to be manually processed**. All Certificates must provide a thirty (30) days' cancellation notice provision (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. Completed

**Insurance Industry Certificates other than ACORD 25 Certificates** are sent electronically to [CAO.insurance.bonds@lacity.org](mailto:CAO.insurance.bonds@lacity.org).

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 **Track4LA™**, the CITY's online insurance compliance system, at <http://track4la.lacity.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 **Track4LA™** at <http://track4la.lacity.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 Bond Assistance Program website address at <http://cao.lacity.org/risk/BondAssistanceProgram.pdf> or call (213) 258-3000 for more information.

**EXHIBITE**  
**Standard Provisions for City Contracts**

## EXHIBIT E

## 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 hereof. The language of this Contract shall be construed according to its fair meaning and not strictly for or against the **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" herein in this Contract includes the party or parties identified in the Contract. The singular shall include the plural; if there is more than one **CONTRACTOR** herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### **PSC-2. NUMBER OF ORIGINALS**

The number of original texts of this Contract shall be equal to the number of the parties hereto, one text being retained by each party. At the **CITY'S** option, one or more additional original texts of this Contract may also be retained by the City.

### **PSC-3. APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT**

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. 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, and/or procedures that apply to the performance of this Contract.

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 law of a federal, state or local government having jurisdiction over this Contract, the validity of the remaining parts, terms or provisions of the Contract shall not be affected thereby.

**PSC-4. 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** hereto;
- 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 the **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

**PSC-5. INTEGRATED CONTRACT**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter hereof, 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 paragraph PSC-6 hereof.

**PSC-6. AMENDMENT**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-4.

**PSC-7. EXCUSABLE DELAYS**

In the event that performance on the part of any party hereto is delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder include, but are not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; earthquakes; epidemics; quarantine restrictions; strikes; freight embargoes or delays in transportation, to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

**PSC-8. BREACH**

Except for excusable delays as described in PSC-7, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights

and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

**PSC-9. 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-10. TERMINATION**

**A. TERMINATION FOR CONVENIENCE**

The CITY may terminate this Contract for the CITY'S convenience at any time by giving CONTRACTOR thirty days written notice thereof. Upon receipt of said notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The 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 affect such termination. Thereafter, CONTRACTOR shall have no further claims against the CITY under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights thereto, shall become CITY property upon the date of such termination. CONTRACTOR agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

**B. TERMINATION FOR BREACH OF CONTRACT**

1. Except for excusable delays as provided in PSC-7, 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, the CITY may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to the CITY within the time permitted by the CITY, then the CITY may terminate this Contract due to CONTRACTOR'S breach of this Contract.
2. 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 the CITY may immediately terminate this Contract.
3. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates the

**CITY'S** lobbying policies, then the **CITY** may immediately terminate this Contract.

4. In the event the **CITY** terminates this Contract as provided in this section, the **CITY** may procure, upon such terms and in such manner as the **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to the **CITY** for all of its costs and damages, including, but not limited, any excess costs for such services.
5. All finished or unfinished documents and materials produced or procured under this Contract, including all intellectual property rights thereto, shall become **CITY** property upon date of such termination. **CONTRACTOR** agrees to execute any documents necessary for the **CITY** to perfect, memorialize, or record the **CITY'S** ownership of rights provided herein.
6. 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-10(A) Termination for Convenience.
7. The rights and remedies of the **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.

#### **PSC-11. INDEPENDENT CONTRACTOR**

**CONTRACTOR** is acting hereunder as an independent contractor and not as an agent or employee of the **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 the **CITY**.

#### **PSC-12. CONTRACTOR'S PERSONNEL**

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

**CONTRACTOR** shall not use subcontractors to assist in performance of this Contract without the prior written approval of the **CITY**. If the **CITY** permits the use of subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of

this Contract. The CITY has the right to approve CONTRACTOR'S subcontractors, and the CITY reserves the right to request replacement of subcontractors. The CITY does not have any obligation to pay CONTRACTOR'S subcontractors, and nothing herein creates any privity between the CITY and the subcontractors.

**PSC-13. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION**

CONTRACTOR may not, unless it has first obtained the written permission of the 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-14. PERMITS**

CONTRACTOR and its directors, officers, partners, agents, employees, and subcontractors, to the extent allowed hereunder, shall obtain and maintain all licenses, permits, certifications and other documents necessary for CONTRACTOR'S performance hereunder and shall pay any fees required therefor. CONTRACTOR certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents.

**PSC-15. CLAIMS FOR LABOR AND MATERIALS**

CONTRACTOR shall promptly pay when due all amounts payable 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), against CONTRACTOR'S rights to payments hereunder, or against the CITY, and shall pay all amounts due under the Unemployment Insurance Act with respect to such labor.

**PSC-16. CURRENT LOS ANGELES CITY BUSINESS TAX REGISTRATION CERTIFICATE REQUIRED**

If applicable, CONTRACTOR represents that it has obtained and presently holds the Business Tax Registration Certificate(s) required by the CITY'S Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code. For the term covered by this Contract, CONTRACTOR shall maintain, or obtain as necessary, all such Certificates required of it under the Business Tax Ordinance, and shall not allow any such Certificate to be revoked or suspended.

**PSC- 17. 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, in accordance with

requirements prescribed by the **CITY**. These records shall be retained for a period of no less than three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. Said records shall be subject to examination and audit by authorized **CITY** personnel or by the **CITY'S** representative at any time during the term of this Contract or within the three years following final payment made by the **CITY** hereunder or the expiration date of this Contract, whichever occurs last. **CONTRACTOR** shall provide any reports requested by the **CITY** regarding performance of this Contract. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

**PSC-18. FALSE CLAIMS ACT**

**CONTRACTOR** acknowledges that it is aware of liabilities resulting from submitting a false claim for payment by the **CITY** under the False Claims Act (Cal. Gov. Code §§ 12650 *et seq.*), including treble damages, costs of legal actions to recover payments, and civil penalties of up to \$10,000 per false claim.

**PSC-19. BONDS**

All bonds which may be required hereunder shall conform to **CITY** requirements established by Charter, ordinance or policy, and shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Sections 11.47 through 11.56 of the Los Angeles Administrative Code.

**PSC-20. INDEMNIFICATION**

Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CONTRACTOR** undertakes and agrees to defend, indemnify and hold harmless the **CITY** and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **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 the negligent acts, errors, omissions or willful misconduct incident to the performance of this Contract by **CONTRACTOR** or its subcontractors of any tier. Rights and remedies available to the **CITY** under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the **CITY**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

**PSC-21. INTELLECTUAL PROPERTY INDEMNIFICATION**

**CONTRACTOR**, at its own expense, undertakes and agrees to defend, indemnify, and hold harmless the **CITY**, and any of its Boards, Officers, Agents, Employees, Assigns,

and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the CITY, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever 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 right (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 of any tier, in performing the work under this Contract; or (2) as a result of the CITY'S actual or intended use of any Work Product furnished by CONTRACTOR, or its subcontractors of any tier, under the Agreement. Rights and remedies available to the CITY under this provision are cumulative of those provided for elsewhere in this Contract and those allowed under the laws of the United States, the State of California, and the CITY. The provisions of PSC-21 shall survive expiration or termination of this Contract.

#### **PSC-22. 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, patents, copyrights, trademarks, trade secrets, right of publicity and proprietary information.

#### **PSC-23. OWNERSHIP AND LICENSE**

Unless otherwise provided for herein, all Work Products originated and prepared by CONTRACTOR or its subcontractors of any tier under this Contract shall be and remain the exclusive property of the CITY for its use in any manner it deems appropriate. Work Products are all works, tangible or not, created under this Contract including, without limitation, documents, material, data, reports, manuals, specifications, artwork, drawings, sketches, 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. CONTRACTOR hereby assigns, and agrees to assign, all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared by CONTRACTOR under this Contract. CONTRACTOR further agrees to execute any documents necessary for the CITY to perfect, memorialize, or record the CITY'S ownership of rights provided herein.

For all Work Products delivered to the CITY that are not originated or prepared by CONTRACTOR or its subcontractors of any tier under this Contract, CONTRACTOR hereby grants 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 the **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract to contractually bind or otherwise oblige its subcontractors performing work under this Contract such that the **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

**PSC-24. INSURANCE**

During the term of this Contract and without limiting **CONTRACTOR'S** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits customarily carried and actually arranged by **CONTRACTOR**, but not less than the amounts and types listed on the Required Insurance and Minimum Limits sheet (Form General 146 in Exhibit 1 hereto), covering its operations hereunder. Such insurance shall conform to **CITY** requirements established by Charter, ordinance or policy, shall comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto) and shall 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-25. DISCOUNT TERMS**

**CONTRACTOR** agrees to offer the **CITY** any discount terms that are offered to its best customers for the goods and services to be provided hereunder and apply such discount to payments made under this Contract which meet the discount terms.

**PSC-26. 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-27. NON-DISCRIMINATION**

Unless otherwise exempt, this Contract is subject to the non-discrimination provisions in Sections 10.8 through 10.8.2 of the Los Angeles Administrative Code, as amended from time to time. The **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 the **CITY**. In performing this Contract, **CONTRACTOR** shall not

discriminate in its employment practices against any employee or applicant for employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, disability, domestic partner status, marital status or medical condition. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract.

Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of **CONTRACTOR'S** contract with the **CITY**.

**PSC-28. EQUAL EMPLOYMENT PRACTICES**

Unless otherwise exempt, this Contract is subject to the equal employment practices provisions in Section 10.8.3 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of this Contract, **CONTRACTOR** agrees and represents that it will provide equal employment practices and **CONTRACTOR** and each subcontractor hereunder will ensure that in his or her employment practices persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
  2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  3. **CONTRACTOR** agrees to post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority, or the Board of Public Works, Office of Contract Compliance, **CONTRACTOR** shall certify in the specified format that he or she has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of

race, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.

- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of his or her records pertaining to employment and to employment practices by the awarding authority or the Office of Contract Compliance for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of **CITY** contracts. On their or either of their request **CONTRACTOR** shall provide evidence that he or she has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Equal Employment Practices provisions of this Contract may be deemed to be a material breach of **CITY** contracts. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has failed to comply with the Equal Employment Practices provisions of a **CITY** contract, the contract may be forthwith canceled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such failure to comply may be the basis for a determination by the awarding authority or the Board of Public Works that the **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Charter of the City of Los Angeles. In the event of such a determination, **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until **CONTRACTOR** shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Contract, the **CITY** shall have any and all other remedies at law or in equity for any breach hereof.
- H. Intentionally blank.
- I. Nothing contained in this Contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. At the time a supplier registers to do business with the **CITY**, or when an individual bid or proposal is submitted, **CONTRACTOR** shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of **CITY** Contracts.

- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Hiring practices;
  2. Apprenticeships where such approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  3. Training and promotional opportunities; and
  4. Reasonable accommodations for persons with disabilities.
- L. Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject **CONTRACTOR** to the imposition of any and all sanctions allowed by law, including but not limited to termination of the **CONTRACTOR'S** Contract with the **CITY**.

#### **PSC-29. AFFIRMATIVE ACTION PROGRAM**

Unless otherwise exempt, this Contract is subject to the affirmative action program provisions in Section 10.8.4 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of a **CITY** contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** and each subcontractor hereunder will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
1. This provision applies to work or services performed or materials manufactured or assembled in the United States.
  2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  3. **CONTRACTOR** shall post a copy of Paragraph A hereof in conspicuous places at its place of business available to employees and applicants for employment.
- B. **CONTRACTOR** will, in all solicitations or advertisements for employees placed by or on behalf of **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to

their race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

- C. As part of the **CITY'S** supplier registration process, and/or at the request of the awarding authority or the Office of Contract Compliance, **CONTRACTOR** shall certify on an electronic or hard copy form to be supplied, that **CONTRACTOR** has not discriminated in the performance of **CITY** contracts against any employee or applicant for employment on the basis or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.
- D. **CONTRACTOR** shall permit access to and may be required to provide certified copies of all of its records pertaining to employment and to its employment practices by the awarding authority or the Office of Contract Compliance, for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of **CITY** contracts, and on their or either of their request to provide evidence that it has or will comply therewith.
- E. The failure of any **CONTRACTOR** to comply with the Affirmative Action Program provisions of **CITY** contracts may be deemed to be a material breach of contract. Such failure shall only be established upon a finding to that effect by the awarding authority, on the basis of its own investigation or that of the Board of Public Works, Office of Contract Compliance. No such finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to **CONTRACTOR**.
- F. Upon a finding duly made that **CONTRACTOR** has breached the Affirmative Action Program provisions of a **CITY** contract, the contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the awarding authority, and all monies due or to become due hereunder may be forwarded to and retained by the **CITY**. In addition thereto, such breach may be the basis for a determination by the awarding authority or the Board of Public Works that the said **CONTRACTOR** is an irresponsible bidder or proposer pursuant to the provisions of Section 371 of the Los Angeles City Charter. In the event of such determination, such **CONTRACTOR** shall be disqualified from being awarded a contract with the **CITY** for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that **CONTRACTOR** has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a **CITY** contract, there may be deducted from the amount payable to **CONTRACTOR** by the **CITY** under the contract, a penalty of ten dollars

- (\$10.00) for each person for each calendar day on which such person was discriminated against in violation of the provisions of a CITY contract.
- H. Notwithstanding any other provisions of a CITY contract, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- I. Intentionally blank.
- J. Nothing contained in CITY contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. **CONTRACTOR** shall submit an Affirmative Action Plan which shall meet the requirements of this chapter at the time it submits its bid or proposal or at the time it registers to do business with the CITY. The plan shall be subject to approval by the Office of Contract Compliance prior to award of the contract. The awarding authority may also require contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Plan. Affirmative Action Programs developed pursuant to this section shall be effective for a period of twelve months from the date of approval by the Office of Contract Compliance. In case of prior submission of a plan, **CONTRACTOR** may submit documentation that it has an Affirmative Action Plan approved by the Office of Contract Compliance within the previous twelve months. If the approval is 30 days or less from expiration, **CONTRACTOR** must submit a new Plan to the Office of Contract Compliance and that Plan must be approved before the contract is awarded.
1. Every contract of \$5,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall in addition comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
  2. **CONTRACTOR** may establish and adopt as its own Affirmative Action Plan, by affixing his or her signature thereto, an Affirmative Action Plan prepared and furnished by the Office of Contract Compliance, or it may prepare and submit its own Plan for approval.
- L. The Office of Contract Compliance shall annually supply the awarding authorities of the CITY with a list of contractors and suppliers who have developed Affirmative Action Programs. For each contractor and supplier the Office of Contract Compliance shall state the date the approval expires. The Office of Contract Compliance shall not withdraw its approval for any Affirmative Action Plan or change the Affirmative Action Plan after the date of contract award for the entire contract term without the mutual agreement of the awarding authority and **CONTRACTOR**.

- M. The Affirmative Action Plan required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Board of Public Works, Office of Contract Compliance or the awarding authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
  2. Classroom preparation for the job when not apprenticeable;
  3. Pre-apprenticeship education and preparation;
  4. Upgrading training and opportunities;
  5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups, provided, however, that any contract subject to this ordinance shall require the contractor, subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the contractor's, subcontractor's or supplier's geographical area for such work;
  6. The entry of qualified women, minority and all other journeymen into the industry; and
  7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- N. Any adjustments which may be made in the contractor's or supplier's work force to achieve the requirements of the **CITY'S** Affirmative Action Contract Compliance Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- O. Affirmative Action Agreements resulting from the proposed Affirmative Action Plan or the pre-registration, pre-bid, pre-proposal or pre-award conferences shall not be confidential and may be publicized by the contractor at his or her discretion. Approved Affirmative Action Agreements become the property of the **CITY** and may be used at the discretion of the **CITY** in its Contract Compliance Affirmative Action Program.
- P. Intentionally blank.

- Q. All contractors subject to the provisions of this section shall include a like provision in all subcontracts awarded for work to be performed under the contract with the CITY and shall impose the same obligations, including but not limited to filing and reporting obligations, on the subcontractors as are applicable to the contractor. Failure of the contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the contractor to the imposition of any and all sanctions allowed by law, including but not limited to termination of the contractor's contract with the CITY.

**PSC-30. CHILD SUPPORT ASSIGNMENT ORDERS**

This Contract is subject to the Child Support Assignment Orders Ordinance, Section 10.10 of the Los Angeles Administrative Code, as amended from time to time. Pursuant to the Child Support Assignment Orders Ordinance, **CONTRACTOR** will fully comply with all applicable State and Federal employment reporting requirements for **CONTRACTOR'S** employees. **CONTRACTOR** shall also certify (1) that the Principal Owner(s) of **CONTRACTOR** are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (2) that **CONTRACTOR** will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with Section 5230, *et seq.* of the California Family Code; and (3) that **CONTRACTOR** will maintain such compliance throughout the term of this Contract.

Pursuant to Section 10.10(b) of the Los Angeles Administrative Code, the failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders or Notices of Assignment, or the failure of any Principal Owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment Orders or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract, subjecting this Contract to termination if such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

Any subcontract entered into by **CONTRACTOR**, to the extent allowed hereunder, shall include a like provision for work to be performed under this Contract. Failure of **CONTRACTOR** to obtain compliance of its subcontractors shall constitute a default by **CONTRACTOR** under this Contract, subjecting this Contract to termination where such default shall continue for more than ninety (90) days after notice of such default to **CONTRACTOR** by the **CITY**.

**CONTRACTOR** certifies that, to the best of its knowledge, it is fully complying with the Earnings Assignment Orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in Section 7110(b) of the California Public Contract Code.

**PSC-31. LIVING WAGE ORDINANCE AND SERVICE CONTRACTOR WORKER RETENTION ORDINANCE**

- A. Unless otherwise exempt, this Contract is subject to the applicable provisions of the Living Wage Ordinance (LWO), Section 10.37 *et seq.* of the Los Angeles Administrative Code, as amended from time to time, and the Service Contractor Worker Retention Ordinance (SCWRO), Section 10.36 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time. These Ordinances require the following:
1. **CONTRACTOR** assures payment of a minimum initial wage rate to employees as defined in the LWO and as may be adjusted each July 1 and provision of compensated and uncompensated days off and health benefits, as defined in the LWO.
  2. **CONTRACTOR** further pledges that it will comply with federal law proscribing retaliation for union organizing and will not retaliate for activities related to the LWO. **CONTRACTOR** shall require each of its subcontractors within the meaning of the LWO to pledge to comply with the terms of federal law proscribing retaliation for union organizing. **CONTRACTOR** shall deliver the executed pledges from each such subcontractor to the **CITY** within ninety (90) days of the execution of the subcontract. **CONTRACTOR'S** delivery of executed pledges from each such subcontractor shall fully discharge the obligation of **CONTRACTOR** with respect to such pledges and fully discharge the obligation of **CONTRACTOR** to comply with the provision in the LWO contained in Section 10.37.6(c) concerning compliance with such federal law.
  3. **CONTRACTOR**, whether an employer, as defined in the LWO, or any other person employing individuals, shall not discharge, reduce in compensation, or otherwise discriminate against any employee for complaining to the **CITY** with regard to the employer's compliance or anticipated compliance with the LWO, for opposing any practice proscribed by the LWO, for participating in proceedings related to the LWO, for seeking to enforce his or her rights under the LWO by any lawful means, or otherwise asserting rights under the LWO. **CONTRACTOR** shall post the Notice of Prohibition Against Retaliation provided by the **CITY**.
  4. Any subcontract entered into by **CONTRACTOR** relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of PSC-31 and shall incorporate the provisions of the LWO and the SCWRO.

5. **CONTRACTOR** shall comply with all rules, regulations and policies promulgated by the **CITY'S** Designated Administrative Agency which may be amended from time to time.
- B. Under the provisions of Sections 10.36.3(c) and 10.37.6(c) of the Los Angeles Administrative Code, the **CITY** shall have the authority, under appropriate circumstances, to terminate this Contract and otherwise pursue legal remedies that may be available if the **CITY** determines that the subject **CONTRACTOR** has violated provisions of either the LWO or the SCWRO, or both.
- C. Where under the LWO Section 10.37.6(d), the **CITY'S** Designated Administrative Agency has determined (a) that **CONTRACTOR** is in violation of the LWO in having failed to pay some or all of the living wage, and (b) that such violation has gone uncured, the **CITY** in such circumstances may impound monies otherwise due **CONTRACTOR** in accordance with the following procedures. Impoundment shall mean that from monies due **CONTRACTOR**, **CITY** may deduct the amount determined to be due and owing by **CONTRACTOR** to its employees. Such monies shall be placed in the holding account referred to in LWO Section 10.37.6(d)(3) and disposed of under procedures described therein through final and binding arbitration. Whether **CONTRACTOR** is to continue work following an impoundment shall remain in the sole discretion of the **CITY**. **CONTRACTOR** may not elect to discontinue work either because there has been an impoundment or because of the ultimate disposition of the impoundment by the arbitrator.
- D. **CONTRACTOR** shall inform employees making less than Twelve Dollars (\$12.00) per hour of their possible right to the federal Earned Income Credit (EIC). **CONTRACTOR** shall also make available to employees the forms informing them about the EIC and forms required to secure advance EIC payments from **CONTRACTOR**.

**PSC- 32. AMERICANS WITH DISABILITIES ACT**

**CONTRACTOR** hereby certifies that it will comply with the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, and its implementing regulations. **CONTRACTOR** will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. **CONTRACTOR** will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by **CONTRACTOR**, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

**PSC-33. CONTRACTOR RESPONSIBILITY ORDINANCE**

Unless otherwise exempt, this Contract is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 *et seq.*, of the Los Angeles Administrative Code, as amended from time to time, which requires **CONTRACTOR** to update its responses to the responsibility questionnaire within thirty calendar days after any change to the responses previously provided if such change would affect **CONTRACTOR'S** fitness and ability to continue performing this Contract.

In accordance with the provisions of the Contractor Responsibility Ordinance, by signing this Contract, **CONTRACTOR** pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in the performance of this Contract, including but not limited to, laws regarding health and safety, labor and employment, wages and hours, and licensing laws which affect employees. **CONTRACTOR** further agrees to: (1) notify the **CITY** within thirty calendar days after receiving notification that any government agency has initiated an investigation which may result in a finding that **CONTRACTOR** is not in compliance with all applicable federal, state and local laws in performance of this Contract; (2) notify the **CITY** within thirty calendar days of all findings by a government agency or court of competent jurisdiction that **CONTRACTOR** has violated the provisions of Section 10.40.3(a) of the Contractor Responsibility Ordinance; (3) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, submit a Pledge of Compliance to the **CITY**; and (4) unless exempt, ensure that its subcontractor(s), as defined in the Contractor Responsibility Ordinance, comply with the requirements of the Pledge of Compliance and the requirement to notify the **CITY** within thirty calendar days after any government agency or court of competent jurisdiction has initiated an investigation or has found that the subcontractor has violated Section 10.40.3(a) of the Contractor Responsibility Ordinance in performance of the subcontract.

**PSC-34. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH PROGRAM**

**CONTRACTOR** agrees and obligates itself to utilize the services of Minority, Women and Other Business Enterprise firms on a level so designated in its proposal, if any. **CONTRACTOR** certifies that it has complied with Mayoral Directive 2001-26 regarding the Outreach Program for Personal Services Contracts Greater than \$100,000, if applicable. **CONTRACTOR** shall not change any of these designated subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of the **CITY**, provided that such approval shall not be unreasonably withheld.

**PSC-35. EQUAL BENEFITS ORDINANCE**

Unless otherwise exempt, this Contract is subject to the provisions of the Equal Benefits Ordinance (EBO), Section 10.8.2.1 of the Los Angeles Administrative Code, as amended from time to time.

- A. During the performance of the Contract, **CONTRACTOR** certifies and represents that **CONTRACTOR** will comply with the EBO.
- B. The failure of **CONTRACTOR** to comply with the EBO will be deemed to be a material breach of this Contract by the **CITY**.
- C. If **CONTRACTOR** fails to comply with the EBO the **CITY** may cancel, terminate or suspend this Contract, in whole or in part, and all monies due or to become due under this Contract may be retained by the **CITY**. The **CITY** may also pursue any and all other remedies at law or in equity for any breach.
- D. Failure to comply with the EBO may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.
- E. If the **CITY'S** Designated Administrative Agency determines that a **CONTRACTOR** has set up or used its contracting entity for the purpose of evading the intent of the EBO, the **CITY** may terminate the Contract. Violation of this provision may be used as evidence against **CONTRACTOR** in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40 *et seq.*, Contractor Responsibility Ordinance.

**CONTRACTOR** shall post the following statement in conspicuous places at its place of business available to employees and applicants for employment:

"During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners. Additional information about the City of Los Angeles' Equal Benefits Ordinance may be obtained from the Department of Public Works, Office of Contract Compliance at (213) 847-1922."

**PSC 36. SLAVERY DISCLOSURE ORDINANCE**

Unless otherwise exempt, this Contract is subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code, as amended from time to time. **CONTRACTOR** certifies that it has complied with the applicable provisions of the Slavery Disclosure Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Contract.

EXHIBIT 1**INSURANCE CONTRACTUAL REQUIREMENTS**

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

**CONTRACTUAL REQUIREMENTS****CONTRACTOR AGREES THAT:**

**1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

**2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

**3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

**4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

**5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

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

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

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

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

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

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-4, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

**Exhibit 1 (Continued)**  
**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. Amount 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 – 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) \_\_\_\_\_

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 100 % of Contract Price

Crime Insurance \_\_\_\_\_

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