

APPROVED

OCT 18 2017

BOARD REPORT BOARD OF RECREATION AND PARK COMMISSIONERS NO. 17-221

DATE: October 18, 2017 C.D. 11

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: FELICIA MAHOOD MULTI PURPOSE SENIOR CENTER – AGREEMENT WITH JEWISH FAMILY SERVICES OF LOS ANGELES FOR THE PROVISION OF SENIOR NUTRITION AND SOCIAL SERVICES PROGRAMS; CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1 (14) OF THE CITY CEQA GUIDELINES

* AP Diaz [Signature] V. Israel _____
R. Barajas _____ S. Pifia-Cortez _____
H. Fujita _____ N. Williams _____

[Signature]
General Manager

Approved X Disapproved _____ Withdrawn _____

RECOMMENDATIONS

- 1. Approve a proposed operations agreement (Agreement) with a proposed initial term of four (4) years, with two (2) subsequent four (4) year options to renew, herein included as Attachment 1, between the City of Los Angeles and Jewish Family Service of Los Angeles (JFS), a California non-profit organization, setting forth the terms and conditions for JFS to continue providing senior nutrition and social services programs at Felicia Mahood Multipurpose Senior Center, subject to the approval of the Mayor, the City Council, and the City Attorney as to form;
2. Direct the Board Secretary to transmit the proposed Agreement to the Mayor, in accordance with Executive Directive No. 3 (Villaraigosa Series), and the City Council for approval, and concurrently to the City Attorney for review and approval as to form;
3. Authorize the Board President and Secretary to execute the Agreement subsequent to all necessary approvals;
4. Direct the Department of Recreation and Parks' (RAP) Chief Accounting Employee to continue depositing into Fund 302, Department 89, Account 89706H, utility and other cost recovery reimbursements received from JFS, in accordance with RAP Policies;
5. Find that the proposed Agreement is exempt from the California Environmental Quality Act; and,

BOARD REPORT

PG. 2 NO. 17-221

6. Authorize the General Manager or his designee to make any necessary technical changes consistent with the Board's intent in approving the proposed Agreement.

SUMMARY

JFS is a non-profit organization that has been providing senior care and support in Los Angeles for the homeless, the hungry, the elderly and the abused, as well as counseling for families and individuals in crisis, regardless of age, ethnicity or religion since 1854. Through a grant from the Los Angeles Department of Aging (LADOA), and monies generated from public donations and program fees, JFS manages and maintains several full-service senior citizen centers in the Los Angeles area. The resources for older adults such as care management, counseling, support groups, advocacy transportation, home delivered meals and nutrition sites, enable seniors to live in the least restrictive environment possible. JFS has proposed, through the existing collaboration with RAP, to continue offering senior care services and programs in West Los Angeles at the Felicia Mahood Multipurpose Senior Citizen Center (Felicia Mahood), located at 11338 Santa Monica Boulevard, Los Angeles, CA 90025.

The proposed Agreement will be for an initial term of four years, with two subsequent options to renew, exercisable by JFS but subject to approval by the RAP General Manager, setting forth the terms and conditions for JFS' occupancy and shared use of certain portions of Felicia Mahood for the purpose of providing senior services and programs, such as nutrition, recreational activities, and social services to seniors from the local community.

According to the proposed, continued arrangement for shared use, Felicia Mahood will be used by RAP and JFS, with JFS operating senior nutrition services (11:00 a.m. - 1:00 p.m.) and senior social services (7:00 a.m. - 4:30 p.m.), Monday through Friday. JFS will utilize certain common areas of Felicia Mahood and have exclusive use of specific rooms for an administrative office and social service space. RAP will utilize common areas of Felicia Mahood on weekdays after 1:00 p.m. through the evening and on weekends for programming and permitting for public events and programs. JFS, at its sole cost and expense will be responsible for maintenance of space allocated to JFS for their exclusive use and used by JFS during operational hours at no cost to RAP, and will share responsibility for maintenance of certain common areas, excluding restrooms.

Should the proposed Agreement be approved, JFS' performance will be monitored through an annual performance review in accordance with the RAP Partnership Policy, to ensure compliance with the terms and conditions of the proposed Agreement. The services provided to the public by JFS will be at no cost to RAP. As part of the proposed Agreement, JFS accepts full liability for their operations at Felicia Mahood and will maintain appropriate insurance coverage. Additionally, in accordance with RAP Policies, JFS will continue to be responsible for the payment of Cost Recovery Reimbursement Fees to RAP in the amount of Two Hundred Fifty-Six Dollars (\$256.00) per month, to cover their pro-rata share of utilities, solid waste disposal, and staff impact expenses.

BOARD REPORT

PG. 3 NO. 17-221

ENVIRONMENTAL IMPACT STATEMENT

The proposed action consist of an agreement between RAP and Jewish Family Services Los Angeles for the provision of senior nutrition and social services programs, with no expansion of use. As such Staff recommends that the Board determine that the agreement is exempt for the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1 (14) of the City CEQA Guidelines.

FISCAL IMPACT STATEMENT

The proposed Agreement will have minimal impacts on the RAP General Fund as the prorated portion of shared operational and maintenance costs will be paid for by JFS to RAP through Cost Recovery Reimbursement fees.

Staff has discussed the proposed Agreement with the Superintendent of the Valley Region and the Superintendent of Planning, Construction, and Maintenance Branch, and both concur with staff's recommendations.

This report was prepared by Joel Alvarez, Senior Management Analyst II, Partnership Division.

LIST OF ATTACHMENTS

- 1) Proposed Agreement

**AGREEMENT
BETWEEN CITY OF LOS ANGELES
AND
JEWISH FAMILY SERVICE OF LOS ANGELES
FOR THE SHARED USE OF
FELICIA MAHOOD SENIOR MULTIPURPOSE CENTER
TO PROVIDE SENIOR CITIZEN NUTRITION AND SERVICES**

This AGREEMENT ("AGREEMENT") is entered into as of _____, 20____, ("COMMENCEMENT DATE") by and between the City of Los Angeles, a municipal corporation acting by and through its Board of Recreation and Park Commissioners ("CITY"), and Jewish Family Service of Los Angeles, a California 501(c)(3) non-profit corporation ("JFS"). CITY and JFS may be referred to collectively herein as "PARTIES".

WHEREAS, CITY, through its Department of Recreation and Parks ("RAP"), owns and operates real property commonly referred to as the Felicia Mahood Multipurpose Senior Center ("PREMISES"), located at 11338 Santa Monica Boulevard, Los Angeles, CA 90025, as defined by the site plan attached hereto and incorporated herein by reference as Exhibit-A (Site Plan); and,

WHEREAS, JFS, established in 1854, is the oldest social service organization in Los Angeles and remains one of the largest agencies in Los Angeles County providing an array of public social services; and,

WHEREAS, JFS provides a comprehensive range of services for older adults that help them remain healthy, active and independent, including community and home based mental health services, care management and social services; and,

WHEREAS, JFS has received among other funding, a grant through the City of Los Angeles Department of Aging ("DOA") to provide various services for seniors in the City of Los Angeles; and,

WHEREAS, DOA has agreed to assist JFS with the completion of annual reporting requirements stipulated in this AGREEMENT, based on information provided by JFS to DOA in compliance with DOA grant requirements; and,

WHEREAS, JFS has agreed to share the use of a portion of the PREMISES, including performance of the pro-rata shared maintenance thereof described herein, as related to the operation of senior nutrition and social services ("PROGRAM") in accordance with the terms and conditions herein to fulfill recreational needs of the residents of the City of Los Angeles; and,

WHEREAS, CITY, through the Board of Recreation and Park Commissioners ("BOARD"), agreed to accept JFS's offer of shared operations and maintenance at the BOARD's meeting of _____ date _____ (Board Report No. XX-XXX).

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 Premises.** In consideration of the anticipated benefits to the public, the sufficiency of which is mutually acknowledged, CITY grants to JFS by this AGREEMENT authorizing shared use of the PREMISES for the operation of senior citizen programs and services as described in the PERMITTED USES set forth below, which shall be performed by JFS in compliance with the terms and conditions of this AGREEMENT, including payment of the Cost Recovery Reimbursement Fee to RAP as applicable and performance of Maintenance Requirements as described herein, at the sole cost and expense of JFS.

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 four (4) years, with two (2) subsequent four (4) year options to renew, exercisable by JFS but subject to approval by the RAP General Manager, and the award of DOA grant funds to ensure JFS's ability to sustain operations, as well as the results of annual performance evaluations ("ANNUAL PERFORMANCE REVIEWS") more fully described below in Section 3 of this AGREEMENT:
 - a. **Commencement and Expiration.** This AGREEMENT shall take effect on the date of execution set forth 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 JFS ceases to operate under this AGREEMENT, or CITY issues written termination notice to JFS 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 JFS may terminate this AGREEMENT by giving the other sixty (60) calendar days advanced written notice. CITY and JFS reserve the right to terminate this AGREEMENT at their sole discretion for convenience, emergency, or necessity. If CITY or JFS should elect to terminate this AGREEMENT, JFS agrees to immediately cease all operations and other activity, remove all personal property and equipment and to peacefully surrender the PREMISES to CITY within sixty (60) calendar days of receiving or providing a written notice of termination. If JFS fails to remove all its personal property and equipment within sixty (60) calendar days after termination of this AGREEMENT, CITY, at its option, may remove such property and equipment, in which event JFS 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 JFS' 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 JFS' purposes or function as contained in JFS' corporate charter or grant of non-

profit status ("Stated Purposes"); (iii) a material change in the delivery of services by JFS, as described herein; or (iv) the failure of JFS to use the PREMISES 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 PREMISES, or for reasons beyond JFS's control, all as may be determined in the sole reasonable discretion of RAP.

3. Annual Performance Reviews. PARTIES mutually agree to a series of ANNUAL PERFORMANCE REVIEWS, which shall be conducted by RAP to determine the feasibility and benefit of continuing the collaborative relationship between PARTIES under this AGREEMENT.

- a. Continuance of CITY's collaboration with JFS shall be contingent upon a favorable ANNUAL PERFORMANCE REVIEW, which shall include, but not be limited to:
 - (i) An evaluation of JFS's compliance with the terms and conditions of this AGREEMENT;
 - (ii) Fulfillment of JFS's obligations for the operation and maintenance of the PREMISES under this AGREEMENT, including the provision of PROGRAM services at the PREMISES performed under the PERMITTED USES specified herein, as stated in the Description and Goals of the Services, supplied by JFS and attached hereto and incorporated herein by reference as Exhibit-B;
 - (iii) Adequacy of JFS's funding, including through grants or contracts with other City Departments, such as but not limited to the DOA;
 - (iv) The volume of the public's participation in JFS's programs; and,
 - (v) JFS's cooperation with CITY staff.
- b. Every year during the life of this AGREEMENT, for purposes of completing the ANNUAL PERFORMANCE REVIEW process, DOA shall submit to RAP on JFS's behalf during the period of June 1st through July 1st of each year, an annual performance or program report ("PERFORMANCE REPORT") based on annual reporting materials submitted by JFS to DOA in compliance with DOA grant requirements and established protocols. This PERFORMANCE REPORT shall include, but not be limited to:
 - (i) Annual Statement of PROGRAM operations (Mahood Budget and Expenditures);
 - (ii) Data on participants and program results;

- (iii) Copies of marketing, recruitment, and press materials; and,
 - (iv) Discussion of program changes or challenges, if any.
- c. RAP reserves the right to request additional materials or clarifying information upon 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 PREMISES, 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 JFS. CITY shall not unreasonably withhold its determination.

4. Access to Premises. JFS and any authorized third party associated with JFS's activities at the PREMISES will abide by the terms and conditions expressed in this AGREEMENT, and will cooperate fully with RAP employees in the performance of their duties. Authorized representatives, agents and employees of CITY will have the right to enter the PREMISES for purposes of fulfilling normal duties, performing inspections, conducting events or programs, or in the case of emergencies. Prior notice will be given to JFS when feasible. If required for public safety, CITY may immediately suspend and/or terminate JFS activities involving the PREMISES.

- a. JFS shall have access to PREMISES during specified days and periods of use as stated in Section 6 of this AGREEMENT. Whenever JFS is not utilizing PREMISES during certain portions of its specified days and periods of use, RAP reserves the right to utilize the building for RAP-sponsored general community activities. Such activities shall be conducted in compliance with the rules and regulations promulgated by the Department of Aging ("DOA"). RAP shall coordinate with, and notify JFS of RAP's intent to use PREMISES, or certain portions thereof, no less than seven (7) calendar days prior to the planned activity. JFS' acceptance shall not be unreasonably withheld. JFS shall confirm building's availability and RAP or CITY shall not be charged a fee for use of the building. RAP shall be responsible for providing any required staff for supervision, maintenance, security, parking, and/or operations. RAP shall return PREMISES to its previous condition upon completion of RAP-sponsored activities.
- b. PARTIES agree to allow CITY access to use of any portion of PREMISES in case of a natural disaster or emergency such as an earthquake, fire, etc., as a designated public emergency shelter site. Such use shall take precedence over regularly scheduled JFS activities and CITY shall not be charged a fee for such use.

- c. JFS and RAP shall share certain areas within the PREMISES, Monday through Friday as described herein, and JFS shall have exclusive use of specific rooms for administrative and PROGRAM purposes, as illustrated by Exhibit A.

5. Permitted Uses. JFS shall not significantly 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. JFS, at its sole cost and expense, shall:

- a. Provide PROGRAM services for senior adults, in accordance with the Description and Goals of the Services at Felicia Mahood as Supplied by JFS hereto and incorporated herein as Exhibit-B.
- b. Share certain areas within PREMISES with RAP and have priority in rooms that are used for nutrition in coordination with RAP staff. JFS shall have exclusive use in all rooms used for Proposition-A programs, Transportation, Social Services and Office (Room 1) as illustrated in Exhibit-A of this AGREEMENT.
- c. Operate on the PREMISES only during the specified days and hours listed below in Section 6 of this AGREEMENT.
- d. Maintain exclusive and shared areas within PREMISES during JFS's use in accordance with Section 8 of this AGREEMENT.
- e. Provide sufficient staff necessary to perform the operation of its senior services and programs, including the provision of services as agreed to herein, providing all materials, supplies, equipment, and funds necessary to operate to the reasonable satisfaction of RAP.
- f. Ensure JFS's protocol for selecting and authorizing any person to participate in PROGRAM activities on PREMISES complies with applicable local, 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, etc, whether the person is an employee or volunteer of JFS.
- g. Obtain any and all operating permits and/or licenses that may be required in connection with its operations, including but not limited to, tax permits, business licenses, health permits, certifications, etc.
- h. Punctually pay or cause to be paid all JFS financial obligations incurred in connection with the operation and maintenance of the PREMISES. JFS shall discharge or provide for the discharge of all claims authorized or incurred for labor, equipment, materials, and supplies furnished in connection with JFS's use of the PREMISES.

- i. Prohibit and prevent the dispensing and/or consumption of beer, wine or other intoxicating liquors (commonly referred to as alcoholic beverages), which is NOT one of the PERMITTED USES authorized herein, and therefore shall not be permitted to occur on the PREMISES under any circumstances.
- j. Recognize that RAP will be responsible for the operation of the BTOP Program, Club Room, Craft Room and Office (Room 2) during normal business hours, as illustrated in Exhibit-A of this AGREEMENT.

6. Days and Periods of Use. JFS shall be entitled to use of the PREMISES during the times specified below to provide the PROGRAM, and related functions, events, and other agreed upon uses as follows (“PERMITTED TIMES”).

- a. Nutrition Program Operation: Monday – Friday 11:00 a.m. to 2:00 p.m., excluding holidays.
- b. Office Operation: Monday – Friday 7:00 a.m. to 5:00 p.m.
- c. Access for repairs, maintenance, and PROGRAM preparation: Monday – Friday 7:00 a.m. to 5:00 p.m., plus an additional one time monthly, 5:00 p.m. to 9:00 p.m. period, subject to coordination with the Recreation Center Contact in Section 31.
- d. RAP shall share certain areas within the PREMISES Monday through Friday and exclusively after 5:00 p.m. RAP shall utilize PREMISES all day on weekends.
- e. In the event that RAP does not utilize PREMISES on any given weekday or period of time during the weekend, JFS may request and be granted approval by RAP for usage during those periods of non-utilization by RAP for no facility use fees. Possible staff and maintenance fees may apply depending upon scope, day, and time of use. JFS shall not sub-lease any portion of PREMISES.
- f. Special Events: JFS shall make requests for use of PREMISES or portion thereof for events and activities other than operations, repair, or maintenance, including for any fundraising as authorized in Section 10 below, by completing a Building Use Application at least thirty (30) days in advance of the particular activity or event and submitting it to the contact person in Notices, Section 24. No application fees will be charged for non-fundraising events or for fundraising events authorized in Section 10. Upon approval by RAP, which shall not be unreasonably withheld, the event or activity hours may be extended beyond normal closing time, but not beyond 10:30 p.m. in accordance with Los Angeles Municipal Code Section 63.44.
- g. JFS shall cooperate with RAP personnel and 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 PERMITTED TIMES specified above in Section 6 of this AGREEMENT, JFS, its staff, and public patrons and/or guests, whether or not involved in JFS activities at the PREMISES, shall have the non-exclusive right without charge, to park vehicles within any available parking spaces at the PREMISES on a first-come-first-served basis. Exclusive or designated parking shall not be allowed, unless previously approved in writing by RAP General Manager or his or her designee.
8. **Maintenance and Repair of Premises.** During the TERM of this AGREEMENT, and subject to the terms and conditions contained herein, JFS, at its sole cost and expense, shall perform the functions of maintenance and/or repair of the JFS exclusive use areas within the PREMISES. With the exclusion of the restrooms, JFS shall also provide maintenance for such shared-use, common areas used by JFS during and immediately following JFS' times of operation as described herein.
- a. JFS accepts the PREMISES in its condition at the date of 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 PREMISES, nor any appliance or fixture thereon, whether installed by RAP or JFS, and regardless of cause.
- b. JFS, in performing required maintenance and repair of the PREMISES, shall provide all staff and materials, supplies, equipment, and funds necessary to perform all appropriate maintenance and/or repair of the JFS exclusive use areas. Such maintenance and/or repair shall be performed to the reasonable satisfaction of RAP, in accordance with the standards set forth herein and in consultation with RAP's designated representative, or by RAP's written request and/or instruction.
- d. With the exception of the shared-use, common areas maintained primarily by RAP pursuant to the general public's use of such areas, limited daily maintenance of the shared use, common patio area and kitchen area to be performed by JFS during JFS' time of operation shall be:
- (i) Clean the kitchen and replenish supplies utilized during use of the kitchen, by 2:00 p.m., Monday through Friday, to allow RAP to resume programming activities in the shared-use common areas. When available, RAP may provide supplies to assist JFS's performance of these daily functions;
- (ii) Clean the patio floors and lobby area utilized by JFS and its participants during PROGRAM operations, including sweeping underneath the dining tables, and wiping the walls, doors, and shared furniture on a daily basis by 2:00 p.m., as necessary to allow RAP to resume RAP programming activities in the shared-use, common areas. When available, RAP may provide supplies to enable JFS to perform these daily functions;

- (iii) Pick up and dispose of trash and debris whether by JFS's activity or activity of a JFS contracted vendor so that it is not clearly visible to the public;
 - (iv) Secure all items belonging to JFS at the conclusion of daily operations, including properly storing all its equipment such as but not limited to chairs and tables.
- e. JFS shall immediately repair any damages to the PREMISES, which occurs during, or is associated with, JFS operations, or that is caused by JFS's restoration, refurbishment, and/or maintenance of the PREMISES; JFS recognizes that any damage which remains unrepaired may constitute a hazard to public safety.
- f. Any damage to glass, both exterior and interior of the PREMISES, caused by JFS's staff, contractors, vendors, service representatives or senior program participants, which occurs during the TERM of this AGREEMENT shall be promptly repaired or replaced at the sole cost and expense of JFS with glass of the same size, kind, and quality.
- g. 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 PREMISES.
- h. JFS shall be solely responsible to lock and secure the JFS exclusive use areas to ensure the safety of JFS private property on the PREMISES.
- i. To the extent resources are available, RAP may undertake to maintain or repair improvements, fixtures, trade fixtures, roof systems, plumbing, electrical, heating-ventilation-air conditioning systems, building structure, and/or utility systems in place as of the execution of this AGREEMENT, if originally installed by RAP. JFS agrees and understands that RAP shall not guarantee any level of maintenance or repair because resource availability is unknown. In the event needed repairs impede the ability of JFS to conduct operations, JFS may undertake repairs at no cost to RAP or may suspend operations in accordance with Casualty and Condemnation, Section 16. RAP will provide no maintenance or repair to improvements, fixtures, trade fixtures, roof systems, plumbing, electrical, heating-ventilation-air conditioning systems, building structure, and/or utility systems installed by JFS.
- j. To the extent that needed repairs are not made, JFS waives any and all claims against CITY for damages or indemnification as a result of the failure to make repairs.
- 9. Funding.** JFS is the recipient of grant funding from the City of Los Angeles Department of Aging to operate senior programs and services at the PREMISES. All funds including, grants, donations, or any other funds received by JFS in

connection with the PROGRAM and/or related matters and activities covered by this AGREEMENT, or generated from programs or activities conducted on the PREMISES, shall be applied exclusively to the operations and maintenance of the PREMISES, including but not limited to the delivery and management of senior services and programs on the PREMISES, and will be strictly accounted for as provided herein. Such funds shall not be comingled with other funds of JFS unrelated to this AGREEMENT and/or the operation and maintenance of the PREMISES. If for any reason JFS fails to secure funding to carry out its obligations and commitments under this AGREEMENT, CITY may and can terminate this AGREEMENT pursuant to Section 2 of this Agreement. JFS may charge its patrons appropriate fees for programs, services, and/or activities offered by JFS on the PREMISES, in an amount comparable to those fees charged by organizations offering similar programs, services, and/or activities in the community. JFS may also charge admission fees for special events in an amount comparable to admission fees charged for similar events in the community.

10. Fundraising. JFS may hold fundraising activities on PREMISES, but must obtain prior written approval for the date and time from the RAP Director-in-Charge referenced in Section 31 for each fundraising event no fewer than thirty (30) calendar days prior to the scheduled activity in accordance with the procedure in Section 6. JFS may have no more than four (4) fundraising events per year with a maximum of one (1) fundraising event per quarter. All monies raised from fundraising conducted at the PREMISES must be used only in support of the activities authorized under this AGREEMENT. Within thirty (30) days of each fundraising event held at the PREMISES, JFS shall provide a written balance statement for the event that shall detail expenses and revenues, including net funds raised. Fundraising activities shall not include the distribution and/or the consumption of alcoholic beverages in accordance with Section 5.i. of this AGREEMENT.

11. Consideration Pursuant to the terms and conditions of this AGREEMENT, the consideration for this AGREEMENT in exchange for JFS' use of the PREMISES, shall be the provision of senior services and programs for the benefit of the general public at no cost to CITY, including but not limited to, JFS' maintenance and/or repair of the PREMISES. RAP shall have no responsibility for payment of any charges related to the provision of the PROGRAM by JFS at the PREMISES. Additionally, JFS' use of the PREMISES shall be subject to applicable BOARD approved cost recovery reimbursement fees, as described below.

- a. Cost Recovery Reimbursement Fee. During the TERM of the AGREEMENT, JFS shall pay a Cost Recovery Reimbursement Fee ("CRRF") to RAP for costs related to utility, solid waste disposal (trash), and staff impacts incurred by RAP, which are associated with JFS' use of the PREMISES and not paid directly to respective service providers, as further described below. The total annual CRRF is Three Thousand Seventy-Two Dollars (\$3,072.00), to be paid by JFS to RAP between July 1st and July 15th of each current year. PARTIES may discuss and agree that the annual CRRF may be paid incrementally, whether semi-annually

in the amount of One Thousand Five Hundred Thirty-Six Dollars (\$1,536.00) due by July 10th and January 10th; quarterly in the amount of Seven Hundred Sixty-Eight Dollars (\$768.00) due by the 10th of July, October, January, and April; or monthly in the amount of Two Hundred Fifty-Six Dollars (\$256.00) due by the 10th of each month. Cost Recovery Reimbursement Fee(s) may be subject to change with advance written notice of no less than sixty (60) calendar days. A breakdown of the total CRRF is provided below in each CRRF category.

- (i) Utilities. Pursuant to RAP policy regarding utility payments for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the Board on July 13, 2011 (Report No. 11-202), the estimated, annual pro-rata shared cost of utility services used by JFS operations at the PREMISES (electricity, gas, water), shall be the sole responsibility of JFS. The estimated annual utility expense for JFS is Seven Hundred Thirty-Two Dollars (\$732.00), and shall be paid by JFS to RAP through utility fee reimbursements included in the total annual CRRF in paragraph 11(a) above.
 - (ii) Trash and solid waste disposal. Pursuant to RAP policy regarding trash and solid waste disposal for services provided at park facilities operated by non-profit organizations and other collaborating entities, approved by the Board on February 1, 2012 (Report No. 12-028), removal of solid waste (trash) and recyclables generated by JFS' operations at the PREMISES shall be at the sole expense of JFS. The estimated, annual pro-rata shared cost of solid waste and recyclables removal and/or disposal, is Five Hundred Sixteen Dollars (\$516.00), which is included in the total annual CRRF in paragraph 11(a) above.
 - (iii) Staff Impact. Pursuant to the RAP policy regarding the impact(s) on RAP staff resulting from the operational activities conducted by non-profit organizations on park property, approved by the Board on July 19, 2012 (Report 12-217), JFS shall pay to RAP an annual Staff Impact fee in the amount of One Thousand Eight Hundred Twenty-Four Dollars (\$1,824.00), which is included in the total annual CRRF in paragraph 11 (a) above.
- b. Telephone and data lines. JFS shall be responsible for the cost of telephone and data lines utilized by JFS on PREMISES and shall pay the service provider directly. CITY shall bear no costs in regards to the telephone and data lines on PREMISES that JFS uses.
 - c. Cost Recovery Reimbursement Fee Payments. Payment of Cost Recovery Reimbursement Fees shall be by check, money order, or cashier check made payable to "City of Los Angeles Department of Recreation and Parks." RAP at its discretion may provide courtesy invoices, but JFS is wholly responsible for timely payment of the Cost Recovery Reimbursement Fee regardless of written notification which is not required. Payments are to be mailed to:

City of Los Angeles Department of Recreation and Parks
Attn: Partnership Division
Figueroa Plaza
221 N. Figueroa Avenue, Suite 180
Los Angeles, California 90012

12. Alterations, Improvements and Replacements. No physical alterations, additional improvements, and/or replacements shall be made to existing improvements on the PREMISES without prior written authorization by RAP. JFS shall provide RAP detailed information and specifications for review and written approval by RAP, 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 RAP. Unless agreed to in advance, all project associated costs shall be paid at the sole expense of JFS.

13. Capital Project Proposal. When proposing a project involving any alterations, additional improvements, and/or replacements to the PREMISES, JFS shall adhere to the following guidelines and instructions for submitting a proposed project for RAP's consideration:

- a. Submit a project proposal for RAP 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, JFS will be authorized to perform any required preliminary work or site assessments, either through a right-of-entry permit if required, or RAP's authorization and/or this AGREEMENT.
- c. Depending on the scope of work and magnitude of the proposed project, JFS may be assessed an administrative fee to be determined by RAP, for project review and all services provided by RAP 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 RAP's conceptual approval of the proposed project.
- d. If necessary and pursuant to the recommendation of the City Attorney, a development agreement shall be prepared to set forth the terms and conditions under which the proposed project shall be implemented, depending on the scope of work and project magnitude.
- e. When prepared, JFS shall submit fifty percent (50%) and ninety percent (90%) complete design drawings for RAP review and approval. Upon RAP'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. JFS 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. JFS shall submit approved plans and specifications for final approval to:

Planning, Maintenance, and Construction Branch,
City of Los Angeles Department of Recreation and Parks,
221 N. Figueroa Street, 4th Floor,
Los Angeles, CA 90012

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

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

- a. JFS 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 JFS sixty (60) calendar days written notice, provided that such amounts and/or types shall be reasonably available to JFS.
- b. If any of the required insurance contains aggregate limits or applies to other operations of JFS outside of this AGREEMENT, JFS shall give CITY written notice of any incident, occurrence, claim, settlement or judgment against such insurance that in JFS' best judgment may diminish the protection such insurance affords CITY within thirty (30) calendar days of the knowledge of same. JFS

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, JFS 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 JFS.
- d. JFS'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. JFS 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 JFS's financial capacity. Additionally, such programs or retention must provide CITY with an equivalent protection from liability.

15. Indemnification.

- a. Except for the active negligence or willful misconduct of the **CITY**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **JFS** 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 **JFS'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 **JFS** 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.

- b. Except for the active negligence or willful misconduct of the **JFS**, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, **CITY** undertakes and agrees to defend, indemnify and hold harmless the **JFS** 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 **JFS**, 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 **CITY'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 **CITY** or its subcontractors of any tier. Rights and remedies available to the **JFS** 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 **JFS**. The provisions of PSC-20 shall survive expiration or termination of this Contract.

16. Casualty and Condemnation. JFS shall be excused from its obligations in this AGREEMENT with respect to the operation, maintenance and repair of any portion of the PREMISES or any improvement there damaged by casualty or taken by condemnation until any such portion or improvement is restored to JFS' use. CITY shall not be obligated to restore PREMISES damaged by casualty in whole or in part. If PREMISES is taken by condemnation, CITY shall not be obligated to provide JFS a replacement property for JFS' use.

17. Hazardous Substances. PARTIES agree that PREMISES shall be used in a manner consistent with its intended sole-purpose of providing senior services to the public, within the scope of use set forth in this AGREEMENT. JFS shall use PREMISES 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 JFS to any governmental agency or third party under applicable statute.

18. Publicity. RAP and JFS 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 PREMISES with respect to RAP-JFS co-sponsored or co-operated events and/or programs, or construction of any improvements at the PREMISES, except as may be legally required by applicable laws, regulations, or judicial order. RAP and JFS agree to notify each other in writing of any press release, public announcement, marketing or promotion of the PREMISES with respect to any RAP-JFS co-sponsored or co-operated events or programs. Further, any press release, public announcement,

marketing materials, or brochures prepared by either RAP or JFS, shall appropriately acknowledge the contributions of both RAP and JFS. All press releases, public announcements, and marketing materials relative to any Quimby funded matters for park purposes shall explicitly acknowledge the use of Quimby funds as a source of funding. To the extent stipulated in any grant agreement, RAP and JFS 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, RAP and JFS shall coordinate the scheduling and organization of any public or media event regarding this agreement, said grant agreement, or RAP-JFS co-sponsored or co-operated events or programs, to provide the opportunity for attendance and participation by officials and/or representatives of both CITY and JFS; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either RAP or JFS, in whole or in part pursuant to the acquisition of property and/or installation of improvements, shall contain any acknowledgements required under any related grant agreement.

JFS agrees that any public release or distribution of information related to this AGREEMENT or related project, programs or services, shall be provided to RAP in advance for review and approval, and subject to the discretion of RAP, may be required to include the following statement at the beginning or introduction of such release:

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

- 19. Signage.** Signs or banners of any kind not related to PROGRAM related activities shall be approved in writing by the BOARD and/or RAP General Manager or his or her designee in advance of installation. RAP may require removal or refurbishment, at JFS’s expense, of any sign previously approved should such signage be subsequently deemed inappropriate by RAP. JFS further agrees that on signage at the PREMISES, subject to RAP’s discretion, shall provide the following credit or as proportions of signage may allow, similar credit as required and approved by RAP in writing:

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

- 20. Filming.** It is the policy of the City of Los Angeles to facilitate the use of City-controlled properties as film locations when appropriate. RAP has established a Park Film Office to coordinate use of park property for film production purposes. Any commercial filming at PREMISES shall be subject to approval by RAP and the Film Office. All fees for use of park property by film production companies, including PREMISES, 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. JFS shall not charge any fees for film production conducted at PREMISES.

21. Taxes and Possessory Interest. JFS shall pay all taxes of whatever character that may be levied or charged upon the rights of JFS to use the PREMISES, or upon JFS's improvements, fixtures, equipment, or other property thereon or upon JFS's operations hereunder. In addition, by executing the AGREEMENT and accepting the benefits thereof, a property interest may be created known as a "Possessory Interest" and such property interest will be subject to property taxation. JFS, as the party in whom the Possessory Interest is vested, may be subject to the payment of the property taxes levied by the State and County upon such interest.

22. Breach or Default by JFS. The following occurrences constitute events of breach or default of this AGREEMENT: JFS materially fails in the performance of any provision or condition of this AGREEMENT, such as failure to maintain required insurance coverage, failure to comply with applicable legal requirements, or failure to fulfill the obligation to operate, maintain and repair the PREMISES as specified herein. JFS' attempt to assign rights or obligations under this AGREEMENT without RAP's prior written consent shall also constitute an event of breach or default.

23. Breach or Default by JFS – RAP's Remedies. Upon the occurrence of one or more events of breach or default by JFS, RAP 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. RAP may issue a written notice of breach or default to JFS, and if JFS does not cure said breach or default within thirty (30) calendar days of receipt of said notice, RAP may, by delivering a second written notice to JFS, terminate this AGREEMENT without further delay, whereupon JFS shall vacate the PREMISES within sixty (60) calendar days. For a breach or default involving sanitary or safety conditions, the cure period is reduced to seven (7) calendar days.
- b. RAP's Right to Cure. RAP 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 JFS, perform or cause to be performed any of JFS' unperformed obligations under this AGREEMENT. RAP may enter the PREMISES and remain there for the purpose of correcting or remedying the continuing breach or default. Such action by RAP shall not be deemed to waive or release said breach or any default or RAP's right to take further, preventative action.

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

If to RAP:

Partnership Division
City of Los Angeles Department of Recreation and Parks
221 N. Figueroa St., Suite 180
Los Angeles, California 90039

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

With a copy to:

Valley Region Headquarters
City of Los Angeles Department of Recreation and Parks
6335 Woodley Avenue, Mail Stop 641
Van Nuys, CA 91406

Tel.: (818) 756-8060; Fax: (818) 908-9716

If to JFS:

Jewish Family Service of Los Angeles
c/o Todd Sosna, Vice President of Operations
or designee/successor
3580 Wilshire Boulevard, Suite 700
Los Angeles, CA 90010

Tel.: (323) 761-8800; Fax: (323) 761-8801

25. Representations and Warranties. CITY and JFS 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 JFS, enforceable in accordance with its terms and conditions.

26. 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. JFS shall have no power to obligate or bind CITY in any manner whatsoever. Further, under no circumstances will JFS 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 JFS the power to be an agent of the CITY or an actor under the color of law, be it civilly or criminally.

27. 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.

28. Approval of Sub-Leases or Sub-Agreements. Any operation, services, or activity conducted on the PREMISES on behalf of the JFS by a third party, including but not limited to the sale of food and/or beverages or other items, shall be subject to prior written approval by RAP. In addition, any concession or other sub-lease or sub-agreement affecting the PREMISES shall be filed with the General Manager or his or her designee for review and written approval no fewer than sixty (60) calendar days before the date JFS proposes to implement the sub-lease or sub-agreement. No sub-lease or sub-agreement shall take effect unless approved by RAP. JFS shall require all individuals and organizations providing programs or services within the PREMISES to agree in writing to abide by all conditions set forth in this AGREEMENT.

29. Merchandise. No merchandise shall be sold by JFS on PREMISES without the prior written consent of the RAP General Manager or his or her designee.

30. Safety Practices. JFS shall correct violations of safety practices immediately and shall cooperate fully with CITY in the investigation of accidents or deaths occurring on the PREMISES. In the event of death or serious injury (requiring an emergency room hospital visit), JFS must notify the RAP Director-in-Charge referenced in Section 31 as soon as possible but no later than twenty-four (24) hours after the incident. Notice of non-serious injuries occurring on the PREMISES shall be provided to the RAP Director-in-Charge referenced in Section 31 within seventy-two (72) hours. JFS shall keep internal documentation of the incident(s) and provide the RAP General Manager or his or her designee with such information upon request.

31. RAP Center Contact. Felicia Mahood Senior Citizen Multipurpose Center Operations and Maintenance staff for the PREMISES may be contacted at the following numbers:

Daily Operations and Maintenance, Facility Director, Tel: (310) 479-4119
Fax: (310) 231-0160

32. Ordinances and Standard Provisions. The "Standard Provisions for City Contracts (Rev. 3/09 or current version)" 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 or current version)" and this AGREEMENT, the language of this AGREEMENT shall prevail. In addition, JFS will provide documentation of compliance with all required Ordinance Provisions as determined by CITY.

33. 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 Plan
- Exhibit-B: Description of Goals and Services at Felicia Mahood
Multipurpose Senior Center, as supplied by JFS
- Exhibit-C: Sample Performance Evaluation Form
- Exhibit-D: Insurance Requirements
- Exhibit-E: Standard Provisions for City Contracts (Rev. 3/09)

The order of precedence in resolving conflicting language, if any, in the documents shall be: 1) This AGREEMENT exclusive of attachments; 2) Exhibit-E; 3) Exhibit-A; 4) Exhibit-B; 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

JEWISH FAMILY SERVICE OF LOS ANGELES., a 501(c)(3) California non-profit corporation

By: _____
President

By: _____

By: _____
Secretary

Title: _____

Date: _____

By: _____

APPROVED AS TO FORM:

Title: _____

MICHAEL N. FEUER, City Attorney

Date: _____

By: _____
Deputy City Attorney

Date: _____

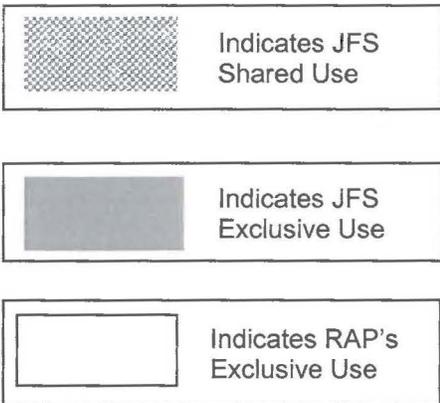
EXHIBIT-A

SITE PLAN

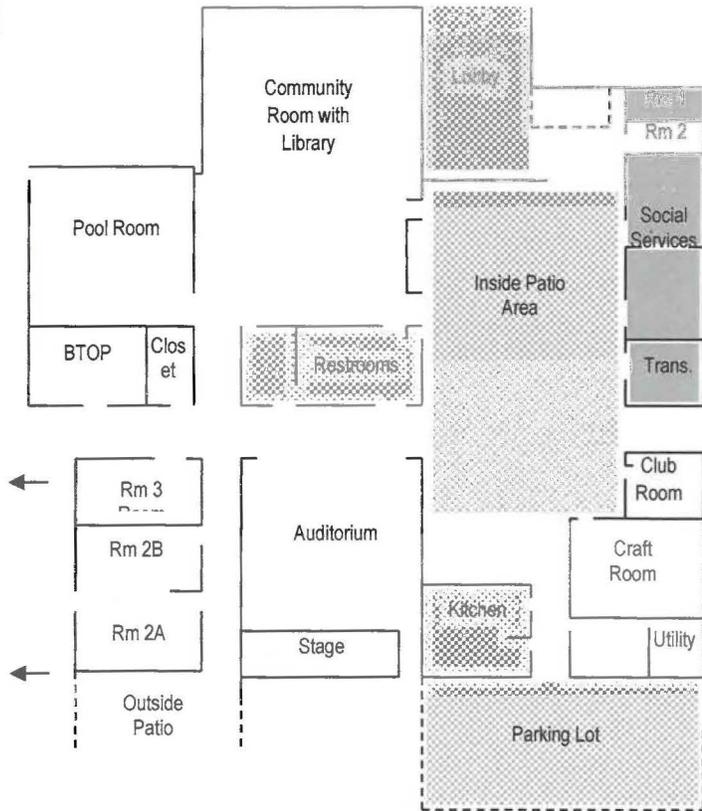


Felicia Mahood Multipurpose Senior Center
 11338 Santa Monica Blvd.,
 Los Angeles, CA 90025

Santa Monica Blvd.



Outside Bandshell



Corinth Ave

PREMISES DESCRIPTION

PREMISES Consists of (1) large Patio Area with stationary tables and chairs, with (12) rooms, a full sized industrial kitchen, an auditorium with a stage, a community room with a Library, a Pool Table Room, a Computer Room, an outside Patio, and an information booth in the Lobby.

EXHIBIT-B

Description and goals of the services at Felicia Mahood Multipurpose Senior Center.

Jewish Family Service of Los Angeles (JFS) will provide services to older adults age sixty (60) and older in ASA 6 through a contract with the City of Los Angeles Department of Aging. Felicia Mahood is the designated Multipurpose Senior Center for Council District 11 through this contract. JFS will provide services through Felicia Mahood Multipurpose Senior Center, which will include social services, delivered onsite, in the clients' homes and at other community venues. JFS will provide information and referral services as well as case management. In addition to social services, JFS will provide congregate and home delivered meals, transportation services and activities that will offer seniors the opportunity to engage and thrive in their community.

Our partnership with the City of Los Angeles Department of Aging provides funding to specifically target the older adults in our community who are at risk due to limited income, limited family or social supports and who are isolated in the community. Our outreach is to all older adults but with a particular mandate to serve our community's most vulnerable including older adults with limited English language skills and those in the community with cognitive impairment and those who care for them.

EXHIBIT-C
Sample Performance Evaluation Form

City of Los Angeles Department of Recreation and Parks
PARTNERSHIP DIVISION

PERFORMANCE REVIEW
(Rev. February 2017)

ORGANIZATION	
PROJECT/PROGRAM TITLE	ONE-TIME or ROE <input type="checkbox"/>
	ANNUAL <input type="checkbox"/>
DEPARTMENT FACILITY(IES)/ADDRESS & PHONE NUMBER	
CONTRACT NUMBER	CONTRACT EXPIRATION DATE
ORGANIZATION TYPE <input type="checkbox"/> 501(c)(3) <input type="checkbox"/> Government <input type="checkbox"/> Sports Group <input type="checkbox"/> Community Group other than 501(c)(3) <input type="checkbox"/> For-Profit <input type="checkbox"/> Other	
AGREEMENT TYPE <input type="checkbox"/> ROE <input type="checkbox"/> Exclusive <input type="checkbox"/> Shared <input type="checkbox"/> Gift/Capital <input type="checkbox"/> Gift/Funding <input type="checkbox"/> MOU/MOA <input type="checkbox"/> Joint Use <input type="checkbox"/> Other	
DATE & TIME OF INSPECTION	REVIEW PERIOD COVERED
NUMBER OF PARTICIPANTS PRESENT ON DATE OF INSPECTION	NUMBER OF VOLUNTEERS/STAFF PRESENT ON DATE OF INSPECTION
NUMBER OF PARTICIPANTS REGISTERED AT THIS TIME (OR HOW MANY ARE SERVED)	NUMBER OF VOLUNTEERS/STAFF EMPLOYED AT THIS TIME
NAME, TITLE, AND EMAIL ADDRESS OF SITE CONTACT	
<u>Describe activities at time of inspection</u>	

	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
PROGRAM	<input type="checkbox"/>				
Collaboration enhances recreational opportunities (no duplication)					

Based on inspection or oral/written feedback, participants are enjoying/engaged in program					
Participation appears to include a reasonable proportion from the local community and inclusion of special needs participants (based on inspection or RAP staff comments)					
Instructors, leaders, staff, and/or volunteers are specialized, licensed, experienced, and/or have an appropriate level of education					
Instructors, leaders, staff, and/or volunteers are professional, polite, and prepared					
	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
FINANCIAL	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cost of the program is free, low cost, or similar to programs in the same community and consistent with agreement (list fees/rates)					
Organization's annual budget is provided and is sufficiently funded for commitment (attach)					
Organization pays cost recovery fees on-time and according to requirements (attach payment summary)					
Value to Department (list total expenses from 990 & attach)					
	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
OUTREACH	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Number of current participants reaches or exceeds target of agreement; list the target number of participants in the agreement?					
Is there a current waiting list? How many people are on it? Is there a fee? (attach a copy of the list and list the fee amount, if any)					
If space is available, what efforts did the organization make to recruit new participants during this review period?					
Organization provided demographic information and analysis (attach)					
Organization performed and provided annual surveys of participants or parents of participants about program (attach)?					
Marketing material (attach) and any signs on site include "In collaboration with the City of Los Angeles, Department of Recreation & Parks" and the Department logo?					

Organization's web site links to the RAP web site (list website address if applicable)					
Department has approved all marketing materials?					
	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
SAFETY COMPLIANCE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Employees and volunteers of program are fingerprinted and written verification is provided					
Current liability insurance that includes the City of Los Angeles, Department of Recreation and Parks as determined by City Risk Manager (attach printouts)	CA#: Expiration Date:				
Adequate program staff to provide proper supervision and safety (list ratio of staff to participants)					
All equipment and instructional supplies adhere to Department safety specifications and requirements					
Maintains designated areas in a clean and orderly condition					
	Unsatisfactory	Improvement Needed	Meets Standards	Exceeds Standard	Outstanding
ORGANIZATION COMPLIANCE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maintains good communication and a professional relationship with the Department					
Provides required written reports including Annual Report (attach)	Date Due: Date Received:				
Annual report data about the program is consistent with agreement terms including fees charged to participants					
Compliance with all terms of the agreement (days & hours of operation, parking, fees, approved use of space, participants, etc.)					
Organization is in good legal standing: check Sec. of State website and (if applicable) proof of 501(c)(3) status (attach printouts)					
Is sub-leasing of the space occurring?					
Does Department have control over property usage during non-designated times (if applicable)					
Public Complaints resolved (attach, if any)					
Compliance Resolutions completed satisfactorily (attach, if any)					

<p>List any small scale improvements planned, in progress, or completed (i.e. painting, changes to landscaping, etc.) Were the improvements approved by the Dept.? (if applicable, list date and name of approver)</p>	
<p>Capital improvement projects are in conformance with City Standards and in coordination with the Department, and Bureau of Engineering (if applicable, list projects planned, in progress, or completed)</p>	

<p>OVERALL EVALUATION</p>	<p>Unsatisfactory</p>	<p>Improvement Needed</p>	<p>Meets Standards</p>	<p>Exceeds Standard</p>	<p>Outstanding</p>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PARTICIPANTS (OR PARENTS) - Comments / Complaints / Complements

SITE STAFF OR VOLUNTEERS - Comments / Issues/Requests

RAP STAFF (Recreation, Maintenance, Construction, Other)
Additional Comments / Complaints / Complements (attach any Compliance Resolution forms)
Include any comments on how Partner is reaching out to community, and how well participation reflects community.

ADDITIONAL COMMENTS / RESULTS / RECOMMENDATIONS

NAME AND TITLE OF EVALUATOR	
SIGNATURE OF EVALUATOR	DATE
NAME AND TITLE OF REVIEWER	
SIGNATURE OF REVIEWER	DATE

ATTACHMENTS	
<input type="checkbox"/> Participant Progress Stats <input type="checkbox"/> Annual Budget <input type="checkbox"/> Payment Summary <input type="checkbox"/> 990/Expenses <input type="checkbox"/> Demographic Analysis	
<input type="checkbox"/> Annual Surveys <input type="checkbox"/> Flyers and PR Materials <input type="checkbox"/> Insurance Status <input type="checkbox"/> Annual Report <input type="checkbox"/> Legal/501c3 Status	
<input type="checkbox"/> Public Comments/Complaints <input type="checkbox"/> Compliance Resolution Forms <input type="checkbox"/> Photos <input type="checkbox"/> Program Forms <input type="checkbox"/> Other _____	

Please sign below and return entire form within one week to acknowledge receipt of this performance review.

PRINT NAME AND TITLE OF SITE CONTACT	
SIGNATURE OF SITE CONTACT	DATE

**EXHIBIT-D
INSURANCE REQUIREMENTS**

Form Gen. 146 (Rev. 3/09)

Required Insurance and Minimum Limits

Name: Jewish Family Service Date: 10/04/2017

Agreement/Reference: To provide senior citizen nutrition and services
 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"/> Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)	
<input checked="" type="checkbox"/> Waiver of Subrogation in favor of City <input type="checkbox"/> Longshore & Harbor Workers <input type="checkbox"/> Jones Act	WC <u>Statutory</u> EL <u>\$1,000,000</u>
<input checked="" type="checkbox"/> General Liability <u>City of Los Angeles must be named as an Additional Insured</u>	<u>\$1,000,000</u>
<input checked="" type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Sexual Misconduct <input type="checkbox"/> Fire Legal Liability <input type="checkbox"/>	
<input checked="" type="checkbox"/> Automobile Liability (for any and all vehicles used for this contract, other than commuting to/from work) 100%	<u>\$1,000,000</u>
<input type="checkbox"/> Professional Liability (Errors and Omissions) Discovery Period <u>12 Months After Completion of Work or Date of Termination</u>	
<input type="checkbox"/> 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"/>	
<input type="checkbox"/> Pollution Liability	
<input type="checkbox"/> Surety Bonds - Performance and Payment (Labor and Materials) Bonds 100% of the contract price	
<input type="checkbox"/> Crime Insurance	

Other: Provided to Joel Alvarez @ RAP
 1) If a contractor has no employees and decides to not cover herself / himself for worker's compensation, please complete the form entitled "Release for Waiver of Workers' Compensation Insurance Requirement" located at <http://caq.lacity.org/risk/InsuranceForms.htm>
 2) In the absence of imposed auto liability requirement, 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.

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), 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

EXHIBIT-E
Standard Provisions for City Contracts